

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
September 6, 2016

AGENDA

Call to Order – Immediately following the workshop

The Superintendent recommends approval to adopt the agenda.

Chief Financial Officer – Vickie DePratter:

1. The Superintendent recommends approval of the following changes to the purchasing cards issued through First Federal Bank of Florida: **(pg. 3)**
 - a. Issue a new purchasing card to John Olson, Interim Principal of Suwannee Intermediate School, in the amount of \$5,000
 - b. Cancel the current purchasing card issued to Jim Simpson
2. The Superintendent recommends approval of the Annual Financial Report for fiscal year ending June 30, 2016. **(pg. 4)**

Director of Student Services – Elizabeth Simpson:

3. The Superintendent recommends approval of the following contract/agreement for the 2016-2017 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

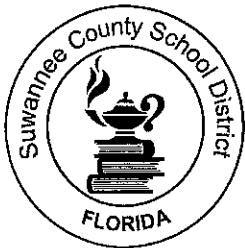
#2017-52 Interagency Agreement between the School Board of Suwannee County, Florida, and Department of Children and Families Circuits 3 and 8, and Partnership for Strong Families, Inc., and CareerSource North Florida Board, and Agency for Persons with Disabilities Area 3, and Department of Juvenile Justice Circuit 3 (*Renewal/Revised*) **(pgs. 5-23)**

Director of Human Resources – Dr. Bill Brothers:

4. The Superintendent recommends approval of the following personnel item for the 2016-2017 school year:
 - a. Add one Teacher position at RIVEROAK Technical College for the Welding Program (Note: This position, if filled, will replace two part-time Teacher positions for the Welding Program.) **(pg. 24)**

Adjourn

SUWANNEE COUNTY SCHOOL DISTRICT



702 - 2nd Street, NW • Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635
www.suwannee.k12.fl.us

JERRY A. SCARBOROUGH
Superintendent of Schools

*"Suwannee County School District will be a system of excellence
ensuring all students are prepared for personal success."*

JERRY TAYLOR
DISTRICT 1

CATHERINE CASON
DISTRICT 2

JULIE ULMER
DISTRICT 3

ED DA SILVA
DISTRICT 4

RONALD WHITE
DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry Scarborough, Superintendent of Schools

FROM: Vickie Music DePratter, Chief Financial Officer *VM*

DATE: August 23, 2016

RE: Agenda Item for September 6, 2016, Special Meeting

RECOMMENDATION:

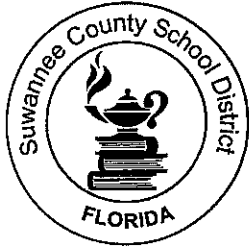
The Superintendent recommends approval of the following change to be made to the purchasing cards issued through First Federal Bank of Florida.

1. Issue new card to John Olson, Interim Principal of Suwannee Intermediate School, in the amount of \$5,000
2. Cancel current card issued to Jim Simpson.

BACKGROUND:

Board action is required in order to initiate corporate card changes for the District.

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LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools

FROM: Vickie Music DePratter, Chief Financial Officer *WMD*

DATE: September 1, 2016

RE: Agenda Item for September 6, 2016, Special Meeting

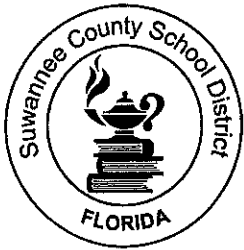
RECOMMENDATION:

The Superintendent recommends approval of the Annual Financial Report for fiscal year ending June 30, 2016.

BACKGROUND:

The Annual Financial Report (AFR) has been completed as required and approval is requested for submission to the Florida Department of Education. Copies of the AFR will be provided to Board members at the workshop immediately preceding the regular meeting, at which time it will be reviewed.

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LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools

FROM: Elizabeth Simpson, Director of Student Services

THRU: Vickie DePratter, Chief Financial Officer
Janene Fitzpatrick, Assistant Superintendent of Instruction

DATE: August 24, 2016

RE: Agenda Item for September 6, 2016, Special Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following contract for the 2016-2017 school year:

#2017-52	Interagency Agreement between Florida Department of Children and Families, Florida Department of Education, Florida Department of Juvenile Justice, Florida Agency for Persons with Disabilities and Florida Agency for Workforce Innovation	Renewal
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BACKGROUND:

This interagency agreement allows the parties of the agreement to coordinate their respective responsibilities for furnishing education and vocational services and supports for children known to the Department of Children and Families, acting through its contracted community based care providers. These services require the coordinated flow of information across multiple child-serving agencies.

ES/ro

INTERAGENCY AGREEMENT

THIS INTERAGENCY AGREEMENT ("Agreement") is made and entered into as of the date on which it becomes fully executed, by and between

THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA
("School Board"), a body corporate and political subdivision of the State of Florida, whose principal place of business is 702 2nd Street, NW, Live Oak, Florida, 32064;

and

**DEPARTMENT OF CHILDREN AND FAMILIES,
CIRCUITS 3 AND 8**
("DCF" or "the department"), whose principal place of business is 1000 NE 16th Avenue, Building I, Gainesville, Florida, 32601;

and

PARTNERSHIP FOR STRONG FAMILIES, INC.
("PSF"), whose principal place of business is 5950 NW 1st Place, Suite A, Gainesville, Florida, 32607;

and

CAREERSOURCE NORTH FLORIDA BOARD,
("CSNFB"), whose principal place of business is 705 E. Base Street, Madison, Florida, 32340;

and

AGENCY FOR PERSONS WITH DISABILITIES, AREA 3
("APD"), whose principal place of business is 1621 NE Waldo Road, Building 1, Gainesville, Florida, 32609;

and

DEPARTMENT OF JUVENILE JUSTICE, CIRCUIT 3
("DJJ"), whose principal place of business is 690 East Duval Street, Lake City, Florida, 32055;

(each, a "Party" and collectively, "the Parties.")

WHEREAS, School Board is the Local Education Agency (LEA) for the Individuals With Disabilities Education Act ("IDEA"), and an administrative entity for Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and must fulfill its constitutional obligation to educate children of compulsory school age and fulfill its obligations to provide educationally relevant services to children and youth with disabilities that interfere with learning or inhibit their access to the education environment before, during and after the ages of compulsory school attendance; and

WHEREAS, DCF is the local agency to provide, either directly or through contracted providers, child welfare services under Florida Statutes and Administrative Rules; and

WHEREAS, PSF is a private, not for profit agency and an independent contractor pursuant to F.S. 409.1671 providing case management and related child welfare services on behalf of DCF for children in foster care in Circuits 3 and 8; and

WHEREAS, CSNFB is the Suwannee County agency responsible for job training and employment services; functions as the grant recipient of federal workforce funds; is the administrative entity for Workforce Florida, Inc. in each of Hamilton, Lafayette, Madison, Taylor and Suwannee Counties; and will give a priority status in CSNFB services to youth who qualify under federal and state law, statute and regulation and are subject to this Agreement; and

WHEREAS, APD is the designated state agency responsible for providing services to persons with developmental disabilities under Chapter 393, Florida Statutes, including the operation of state institutional programs, the programmatic management of Medicaid waivers established to provide services to persons with developmental disabilities, and the provision of critical services and supports to eligible people with spina bifida, autism, cerebral palsy, Prader-Willi Syndrome, Down Syndrome, and mental retardation; and

WHEREAS, DJJ is the designated state agency that provides preventive, rehabilitative and intervention services for youth in the juvenile delinquency system; and DJJ recognizes the importance of providing educational opportunities for children and youth subject to this Agreement and will work with the other Parties in providing educational services for youth jointly served, consistent with this Agreement and other agreements; and

WHEREAS, the Parties acknowledge that educational stabilization, career exploration and development and progress in appropriate educational and career/technical (vocational) programs are important to children jointly served; and

WHEREAS, the Parties wish to coordinate their respective responsibilities concerning educational and vocational services and supports for children known to the department;

WHEREAS, F. S. 39.0016(1)(a), Florida Statutes ("F.S."), defines children known to the department as children who are found to be dependent or children in shelter; and

WHEREAS, F. S. 39.0016(4), F.S., requires DCF to enter into agreements with local school boards regarding children known to the department who are of school age and children known to the department who are younger than school age but who would otherwise qualify for services from a school board; and

WHEREAS, children known to the department may have, or be at risk of developing, academic and/or behavioral problems and may therefore require services including, but not limited to, those defined by sections 39.0016(2), (4) and (5), F.S.; sections 1003.01(3)(b) and 1003.01(10); section 1003.53, F.S.; and section 445.004(10), F.S.; and

WHEREAS, the provisions of section 39.0016, F.S., establish goals and not rights; and

do not require the delivery of any particular service or level of service in excess of existing appropriations; and do not support a course of action against the state or the department or any of its subdivisions, agencies, contractors, subcontractors or agents; and do not require the expenditure of funds to meet the established goals of this Agreement, Florida Statutes or Administrative Rules except funds specifically appropriated for such purpose; and

WHEREAS, the purposes of this Agreement are to promote collaboration and flow of information among the Parties designed to 1) provide educational access and facilitate the delivery of services or programs to children known to the department; 2) avoid duplication of services or programs for children jointly served; and 3) combine resources across child and youth serving systems to maximize availability or delivery of services or programs and the well-being and progress of children and youth served;

NOW, THEREFORE, in consideration of the mutual covenants embodied in this Agreement, the Parties mutually agree as follows:

ARTICLE 1 - RECITALS

1.01 Recitals. The Parties agree that the foregoing recitals are true and correct and that each recital is incorporated in this Agreement by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 Term. This Agreement will be in effect from the first date of its execution by all Parties, and shall continue indefinitely, unless terminated in accordance with paragraph 3.04 of this Agreement. This Agreement may be reviewed and amended annually by mutual agreement between all Parties.

2.02 Distribution of Agreement. Each of the Parties will distribute this Agreement to its appropriate personnel and provide technical assistance in the implementation of this Agreement.

2.03 Agency Collaboration. In order to support continued collaboration, each Party will designate a representative to oversee implementation of this Agreement. The Parties' representatives, or their designees, will meet quarterly in order to:

- a) review each Party's, regulations, policies and practices as they impact the education of children known to the department;
- b) make recommendations to the Superintendent of Schools, the Circuits 3 and 8 Administrator of DCF, the President and CEO of PSF, the Executive Director of CSNFB, the Area 3 Administrator of APD, and the Circuit 3 Chief Probation Officer of DJJ, regarding procedures, processes, guidelines and policies as they impact the education of children known to the department;
- c) define and enhance existing communication protocols, identify responsible staff, and facilitate prompt and substantive information sharing and communication between the Parties to promote the education of children known to the department; and

d) review the 2004 Reauthorization (or later revisions) of IDEA and the Fostering Connections Act of 2008 to identify and discuss provisions to be addressed in the first annual review and revision of this Agreement.

2.04 Liaisons. Each of the Parties will provide a liaison responsible, either personally or through a designee or designated workgroup participant, for collaborating with the other Parties on implementation of the requirements in this Agreement; working to achieve appropriate educational, job training and employment services for children known to the department; and working cooperatively to resolve local educational system issues (each, a "Liaison" and collectively, the "Liaisons"). The Liaisons will meet quarterly, face-to-face or by teleconference. The Liaison for The School Board of Suwannee County will be appointed by the Superintendent of Schools. The Liaison for DCF will be the Education Champion for Circuits 3 and 8, appointed by the Circuits 3 and 8 Administrator. The Liaison for PSF will be the Education Liaison appointed by the President and CEO. The Liaison for DJJ will be the Chief Probation Officer for Circuit 3. The Liaison for APD will be the Program Operations Administrator, appointed by the Area 3 Administrator. The Liaison for CSNFB will be the Executive Director, appointed by the Regional Workforce Board. Each Party will contact the other Parties if it changes its Liaison, and will provide the new Liaison's contact information.

2.05 Training and Staff Development. The Parties will promote training and staff development to increase knowledge of available resources, share expertise, and provide better implementation of this Agreement through the following initiatives:

a) coordinating the provision of staff development trainings to make them more accessible to caseworkers; APD support coordinators; juvenile justice, DCF, workforce board and school personnel; Guardians Ad Litem (GAL); Children's Legal Services (CLS) attorneys; surrogate and other parents; and other appropriate persons, so that all relevant persons become more aware of the services and information available to facilitate educational access for children known to the department. Each of the Parties agrees to use reasonable efforts to notify the others of training sessions to be held for its employees in order to avoid duplication of training services; and

b) collaborating on trainings for surrogate, pre-adoptive, adoptive and foster parents, to include how an ability to learn for a child known to the department is affected by abuse, abandonment, neglect, and removal from the home; and

c) collaboration on training for parents in cases in which reunification is the goal, or for pre-adoptive parents when adoption is the goal, so that such parents learn how to access education services for a child known to the department and the importance of their involvement in the education of the child known to the department; and

d) collaboration on training for caseworkers; DCF, DJJ and CSNFB personnel; APD support coordinators; surrogate parents; CLS; GAL and foster parents, to include information such as the right of a child known to the department to an education; the role of an education in the development and adjustment of a child known to the department; the proper ways to access education and education services for a child known to the department; and the importance of, and strategies for, parental involvement in education for the success of a child known to the department; and

e) collaboration on training of caseworkers; DCF, DJJ and CSNFB personnel; APD support coordinators; surrogate parents; CLS; GAL and foster parents; and other appropriate persons regarding the services and information available through the Florida Department of Education and the Suwannee County school district, including but not limited to the Florida Diagnostic and Learning Services (FDLRS); the current Sunshine State Standards; the Surrogate Parent Training Manual; and other resources available to facilitate educational access for a child known to the department.

In addition, School Board will promote access to surrogate parent trainings offered by its designated trainers, and the use of FDLRS in the recruitment and training of surrogate parents. School Board will also offer resources for the transition to independent living of children known to the department, and will work together with DCF and PSF to develop suggested guidelines for transition plans for students with special needs.

DCF and PSF will promote practices that engage caseworkers and foster parents in activities such as attendance at parent-teacher conferences, school open houses, graduation ceremonies, and other events significant to the education of children known to the department, in order to emphasize to each such young person that his or her education is important to the adults in his or her life.

2.06 Student Records. Each of the Parties agrees to protect the rights of students and clients with respect to records created, maintained, and used by public institutions within the state in accordance with state and federal law. It is intended that parents/guardians, students and clients have the rights of access, challenge, and privacy with respect to educational records and reports, and that there will be strict adherence to all applicable laws and regulations pertaining to those rights. Pursuant to Title XX U.S.C. section 1232(g), an educational agency or institution has up to forty-five (45) days in which to comply with parental requests. State law mandates compliance within thirty (30) days.

Chapter 39, Florida Statutes, provides parameters regarding information disclosure to the parents of a child that is in out-of-home licensed care. Said law permits disclosure of certain reports to parents; however if by court order the parent is not permitted visitation or has had their parental rights terminated, the law allows for the redaction of any information that discloses the location of the child, inclusive of school(s) attended, to further promote the youth's safety and well being. Accordingly, for children in foster care or children removed from the caretaker's home and placed in a shelter, federal and state laws shall be complied with and without the disclosure of any child's location when said disclosure places the child in danger.

2.07 Sharing of Information. Each Party agrees:

a) to promote, to the fullest extent permissible and in compliance with federal law, Florida Statutes and Administrative Rules, the sharing of information on children known to the department when it is relevant to educational growth, including post secondary pursuits, job training, employment and other benefits;

b) that it may be necessary to restrict information sharing due to statutory prohibitions, and that it is understood that the sharing of student records with parental or custodial consent does not abrogate the confidentiality of the records as to other non-designated parties;

c) to promote the sharing of all appropriate information, including lists of services available in each local area, on an on-going basis. In particular, School Board will identify the services available within the district that the school district believes are reasonably necessary to meet the needs of, and to facilitate educational access for, children known to the department, and will provide a list of these services to the other Liaisons. The services identified shall include, but not be limited to, current Sunshine State Standards, the Surrogate Parent Training Manual, diploma options, graduation requirements, virtual school, career/technical (vocational) programs and other resources accessible through the School Board to facilitate educational access. Likewise, CSNFB will identify its available employment and training services to the other Liaisons, and will provide current information on available youth services on its website;

d) that it is necessary to obtain appropriate consent or court authorization to share information. DCF will take all steps necessary to promote consent by the court, natural parent(s) and/or legal guardians of children known to the department to enable the other Parties to provide educational and job training records, using for this purpose the School Board consent form as shown in Attachment I to this Agreement;

e) that DCF and PSF will promote:

1) information from caseworkers to the school and school district in which a child known to the department is enrolled, providing the name and phone number of the child and the child's caregiver, the surrogate parent if one is appointed, and the name of the caseworker for safety purposes; and

2) establishment of a protocol regarding access to use of the Florida Safe Families Network (FSFN) by School Board, to include:

- a. type of information to be accessed;
- b. security issues;
- c. number of individuals having access in the school district; and
- d. an understanding that this information concerns only a child known to the department, and cannot be used for any other purposes;

f) that School Board will promote:

1) establishment of local procedures regarding initial and continued access to the Free and Reduced Lunch Program upon its receipt of information regarding a child known to the department;

2) information from its Liaison on school attendance to the PSF Liaison in order to support continued school attendance and agency collaboration; and

3) establishment of local procedures to provide PSF with a periodic report of the academic record of each child known to the department;

g) that DCF and PSF, respectively, will establish procedures to provide the youth's school and School Board's Liaison with a copy of the DCF Emergency Intake Form or the PSF Child Information Form, after initial removal of the child from the natural parents and after any subsequent change in status of a child known to the department that affects the delivery of services under this Agreement. DCF or PSF will also attach to the Emergency Intake Form or Child Information Form a copy of any court order that prohibits the natural parent or any other person from contact with the student, and information from any other court order relating to the youth's educational program or setting; and

h) that DCF or PSF will, upon request and proper release, provide the other Parties with current psychological and/or psychiatric evaluations of the child that were obtained by DCF or PSF and contain information related to the educational needs of the child, so that the information may be considered in determining the educational, habilitation, job training and employment services required to meet the education and related needs of the child known to the department.

2.08 Educational Stability. In order to facilitate the school attendance necessary for academic achievement, the Parties will explore methods of encouraging prompt enrollment and regular school attendance for children known to the department. If possible, and consistent with the child's safety, children known to the department will be continued in the same school with the goal of avoiding disruption of education. In order to facilitate school attendance and stability, the Parties will:

a) explore, develop and support program initiatives to facilitate the effective and efficient delivery of education and education services to eligible students who are children known to the department;

b) promote the placement of children known to the department in a manner that facilitates educational stability; and

c) identify and seek to address any statute, rule, policy or practice that creates a barrier to prompt and continuous enrollment of children known to the department in an appropriate school or program.

2.09 Transportation. School Board will be responsible for transporting to school those children known to the department who are in shelter status. School Board, in accordance with normal school district policies and procedures, will make every effort to transport students who are children known to the department when those children are placed within the school district's boundaries. Transportation requests for children known to the department who are placed outside the school district's boundaries will be determined by School Board on a case-by-case basis, and notice of School Board's approval or denial of transportation will be reported to the PSF Liaison, caseworker, and the child's caregiver. Unless the School Board agrees to provide transportation, PSF will be responsible for arranging transportation when students who are

children known to the department are placed outside the school district's boundaries.

2.10 Dependency Case Planning. The Parties agree that all case plans relating to a child known to the department should be coordinated to the greatest extent possible. Accordingly,

a) each Party will seek to promote the others' involvement in its case planning process, as necessary, to address educational, developmental or other disabilities, job training and employment issues. PSF will inform the DCF, School Board, APD, CSNFB and DJJ Liaisons, when appropriate, of dependency case planning for a child known to the department, both at the time of plan development and plan review. Within the plan development or review process, School Board may be asked to provide relevant educational information. DCF and PSF will notify APD whenever a child who has been determined to be eligible for APD services, whether he or she is receiving services or is on a wait list, has been found to be dependent or placed in shelter care. Further, if there is reason to believe a child needs to be referred for APD services and has not been so referred, the caseworker will make the appropriate referral as soon as practicable. APD will advise if a support coordinator has been assigned to a child, and provide contact information so that the support coordinator may also be invited to dependency case planning when appropriate. DJJ will also participate when appropriate in dependency case planning;

b) School Board will provide individualized student intervention, as appropriate, when individual student needs require such intervention. School Board will also provide individual interventions to students with disabilities who have Individual Educational Plans (IEPs) pursuant to IDEA or Section 504 plans, when a determination has been made through legally appropriate criteria that intervention services are required. The intervention or IEP must include strategies to enable the child known to the department to maximize the attainment of educational goals; and

c) if the school system or the court has appointed a surrogate parent for education decision making, each Party will identify the surrogate parent in its case file and invite the surrogate parent to relevant case plan reviews.

2.11 Priority Employment, Training and Support Service.

The Parties recognize the importance of CSNFB in providing employment and support for children known to the department, including but not limited to children known to the department who are receiving transitional services to support independent living; eligible current or former foster care participants receiving independent living program services, youth in the juvenile justice system, and youth with disabilities. CSNFB will facilitate the provision of such services and support by promoting the following activities on the local level:

a) attendance of caseworkers at relevant CSNFB meetings;

b) providing the other Parties with a description of local referral processes for employment and training services;

- c) informing the community about its available service array and the need for its services;
- d) distributing information about career awareness opportunities and promoting labor market information on local jobs in demand appropriate for the education level of children known to the department who are receiving transitional services to support independent living; eligible current or former foster care participants receiving independent living program services, youth in the juvenile justice system, and youth with disabilities;
- e) establishing strategies for coordination of the various funding sources and services regarding employment and training; and
- f) exploring ways to collaborate, improve and expand on Operation Full Employment.

2.12 Parental Rights/Exceptional Student Education (ESE). School Board, as the LEA, is responsible for ensuring that each child known to the department who has or is suspected of having a disability receives an appropriate education consistent with IDEA. The other Parties agree to coordinate their own educationally-relevant services, which may include:

- a) referral for screening and evaluations to determine eligibility;
- b) sharing of evaluations between Parties when appropriate;
- c) coordinating services and plans between the school and residential setting to avoid duplication or conflicting service plans; and
- d) facilitating the appointment of a surrogate parent for a child known to the department who qualifies as soon as the child is determined to be dependent and without a parent to act for the child, and cooperating with the surrogate parent appointed.

2.13 Independent Living Skills. The Parties agree to promote transition planning for each child known to the department who is 14 years of age and older and who has or is suspected of having a disability, to include appropriate transition planning for living as independently as may be practicable given the child and his or her disability. The planning shall be designed to enhance but not replace School Board's responsibilities under IDEA. The Parties will also collaborate to promote educational progress and to assist students in acquiring essential independent living skills, including readiness for pursuit of higher education goals and/or employment. Where applicable, the Parties will also promote collaborative programming on independent living skills and post high school opportunities for children known to the department who do not have a known or suspected disability.

2.14 Early Intervention. School Board will develop and implement protocols for identifying preschool age children who may qualify for early intervention services.

2.15 Background Check. The Parties agree that all employees, appointees or

agents who come into contact with student records shall first submit to and clear a background check in a manner prescribed by section 435.04, F.S.

2.16 Agency Designees. The Parties agree that each of the following will be the respective Party's designee for the purpose of executing and administering this Agreement, who may assign a designated administrator for the purpose of monitoring this Agreement:

- a) School Board's designee will be the Superintendent of Schools;
- b) DCF's designee will be the Circuits 3 and 8 Administrator;
- c) PSF's designee will be the President and CEO;
- d) CSNFB's designee will be the Executive Director;
- e) APD's designee will be the Area 3 Administrator; and
- f) DJJ's designee will be the Chief Probation Officer, Circuit 3.

2.17 Interagency Dispute. Each Party agrees to comply with the following steps in the case of an interagency dispute concerning the execution and administration of this Agreement:

- a) Step 1 is resolution of the dispute among staff directly involved in the dispute; if unsuccessful, then,
- b) Step 2 is resolution of the dispute between the designees named in paragraph 2.16 above, or their respective designees.

2.18 Evaluation. Each Party agrees to participate, as appropriate, in evaluations conducted by the Parties, to determine the effectiveness of this Agreement, and to make recommendations for future enhancements that may benefit the education of children known to the department.

2.19 Education of Children Known to the Department. The department shall enter into agreements with district school boards or other local educational entities regarding education and related services for children known to the department who are of school age and children known to the department who are younger than school age but who would otherwise qualify for services from the district school board. Such agreements shall include, but are not limited to:

1. A requirement that the department shall:
 - a) Ensure that children known to the department are enrolled in school or in the best educational setting that meets the needs of the child. The agreement shall provide for continuing the enrollment of a child known to the department at the school of origin when possible if it is in the best interest of the child, with the goal of minimal disruption of education.
 - b) Notify the school and school district in which a child known to the department is enrolled of the name and phone number of the child known to the department caregiver and caseworker for child safety purposes.

- c) Establish a protocol for the department to share information about a child known to the department with the school district, consistent with the Family Educational Rights and Privacy Act, since the sharing of information will assist each agency in obtaining education and related services for the benefit of the child. The protocol must require the district school boards or other local educational entities to access the department's Florida Safe Families Network to obtain information about children known to the department, consistent with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. s. 1232g.
- d) Notify the school district of the department's case planning for a child known to the department, both at the time of plan development and plan review. Within the plan development or review process, the school district may provide information regarding the child known to the department if the school district deems it desirable and appropriate.
- e) Show no prejudice against a caregiver who desires to educate at home a child placed in his or her home through the child welfare system.

2. A requirement that the district school board shall:

- a) Provide the department with a general listing of the services and information available from the district school board to facilitate educational access for a child known to the department.
- b) Identify all educational and other services provided by the school and school district which the school district believes are reasonably necessary to meet the educational needs of a child known to the department.
- c) Determine whether transportation is available for a child known to the department when such transportation will avoid a change in school assignment due to a change in residential placement. Recognizing that continued enrollment in the same school throughout the time the child known to the department is in out-of-home care is preferable unless enrollment in the same school would be unsafe or otherwise impractical, the department, the district school board, and the Department of Education shall assess the availability of federal, charitable, or grant funding for such transportation.
- d) Provide individualized student intervention or an individual educational plan when a determination has been made through legally appropriate criteria that intervention services are required. The intervention or individual educational plan must include strategies to enable the child known to the department to maximize the attainment of educational goals.

3. A requirement that the department and the district school board shall cooperate in accessing the services and supports needed for a child known to the department who has or is suspected of having a disability to receive an appropriate education consistent with the Individuals with Disabilities Education Act and state implementing laws, rules, and assurances. Coordination of services for a child known to the department who has or is suspected of having a disability may include:
 - a) Referral for screening.
 - b) Sharing of evaluations between the school district and the department where appropriate.
 - c) Provision of education and related services appropriate for the needs and abilities of the child known to the department.
 - d) Coordination of services and plans between the school and the residential setting to avoid duplication or conflicting service plans.
 - e) Appointment of a surrogate parent, consistent with the Individuals with Disabilities Education Act and pursuant to subsection (3), for educational purposes for a child known to the department who qualifies.

For each child known to the department 14 years of age and older, transition planning by the department and all providers, including the department's independent living program staff, to meet the requirements of the local school district for educational purposes.

ARTICLE 3 - GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

3.02 No Third Party Beneficiaries. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intends to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of or related to this Agreement.

3.03 Non-Discrimination. None of the Parties will discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 Termination. This Agreement may be canceled by any of the Parties without cause during the term hereof upon thirty (30) days' written notice to the other Parties of its desire to terminate this Agreement.

3.05 Records. Each Party will maintain its own records and documents associated with this Agreement, in accordance with the records retention requirements applicable to it. Each Party will be responsible for compliance with any public documents request served upon it pursuant to section 119.07, F.S., and any resultant award of attorneys' fees for non-compliance with that law. Each Party will comply with confidentiality requirements pursuant to federal and state law, including but not limited to Chapter 39, F.S., the Family Educational Rights and Privacy Act (FERPA), and applicable sections of the Health Insurance Portability and Accountability Act (HIPAA).

3.06 Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof may be predicated upon any prior representations or agreements, whether oral or written.

3.07 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each of the Parties hereto.

3.08 Preparation of Agreement. The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document will not, solely as a matter of judicial construction, be construed more severely against one of the Parties than another.

3.09 Waiver. The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any failure by any of the Parties to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement will not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 Compliance with Laws. Each Party will comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 Governing Laws. This Agreement will be interpreted and construed in accordance with, and governed by, the laws of the State of Florida and federal law. Any controversy or legal problem arising out of this Agreement and any action involving the enforcement or interpretation

of any rights hereunder shall be submitted to the jurisdiction of the state court of the Third Judicial Circuit of Suwannee County, Florida.

3.12 Binding Effect. This Agreement will be binding upon and inure to the benefit of the each of the Parties hereto and their respective successors and assigns.

3.13 Assignment. Except for PSF having the authority to assign appropriate duties to its sub-contractors, neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any of the Parties without the prior written consent of the each of the other Parties.

3.14 Force Majeure. None of the Parties will be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotion, or by reason of any other matter or condition beyond the control of the performer, and which cannot be overcome by reasonable diligence and without unusual expense.

3.15 Place of Performance. All obligations of School Board under the terms of this Agreement that are reasonably capable of being performed in Suwannee County, Florida will be performed in Suwannee County, Florida.

3.16 Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability, unlawful or void nature of that provision will not affect any other provision and this Agreement will be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 Notice. When any of the Parties desires to give notice to any or all of the others, such notice must be in writing, addressed to the Party for whom it is intended at the place last specified by such Party. The address for giving notice will remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, each of the Parties designates the following as the respective person and place for receipt of notice:

To School Board: Jerry A. Scarborough, Superintendent of Schools
The School Board of Suwannee County, Florida
702 NW 2ND Street
Live Oak, Florida 32064

To DCF: Patricia Medlock, Regional Managing Director
Department of Children and Families
1000 NE 16th Ave., Bldg. J (IO #3)
Gainesville, FL 32601

To PSF: Stephen Pennypacker, President and CEO
Partnership for Strong Families, Inc.
5950 NW 1st Place, Suite A
Gainesville, FL 32607

To CSNFB: Sheryl Rehberg, Executive Director
North Florida Workforce Development Board
705 E. Base Street
Madison, FL 32340

To APD: Leslie Richards, NE Region Manager
Agency for Persons with Disabilities
1621 NE Waldo Road, Bldg. 1
Gainesville, FL 32609

To DJJ: Tom Witt, Chief Probation Officer
Florida Department of Juvenile Justice, Circuit 3
690 E. Duval Street
Lake City, FL 32055

3.18 Captions. The captions, section numbers, article numbers, title and headings in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and may not be construed to create a conflict with the provisions of this Agreement.

3.19 Public Records. For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT A which is incorporated by reference herein.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

3.20 Authority. Each person signing this Agreement on behalf of any Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement. This Agreement may be signed as one or more original copies. In such event, each original copy will constitute but one and the same original instrument.

IN WITNESS WHEREOF, the Parties hereunto have set their hands and seals.

<p>FOR: THE SCHOOL BOARD OF SUWANNEE COUNTY</p> <p>By: _____</p> <p>Date: _____</p> <p>Jerry A. Scarborough Superintendent of Schools</p>	<p>FOR: NORTH FLORIDA WORKFORCE DEVELOPMENT BOARD</p> <p>By: _____</p> <p>Date: _____</p> <p>Sheryl Rehberg Executive Director</p>
<p>FOR: PARTNERSHIP FOR STRONG FAMILIES, INC.</p> <p>By: _____</p> <p>Date: _____</p> <p>Stephen Pennypacker President and CEO</p>	<p>FOR: THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE, CIRCUIT 3</p> <p>By: _____</p> <p>Date: _____</p> <p>Tom Witt Chief Probation Officer, Circuit 3</p>
<p>FOR: THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES, CIRCUITS 3 AND 8</p> <p>By: _____</p> <p>Date: _____</p> <p>Patricia Medlock Regional Managing Director</p>	<p>FOR: THE FLORIDA AGENCY FOR PERSONS WITH DISABILITIES, AREA 3</p> <p>By: _____</p> <p>Date: _____</p> <p>Leslie Richards NE Region Manager</p>

Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

ATTACHMENT I

SUWANNEE COUNTY SCHOOL DISTRICT CONSENT FORM

[TO BE PROVIDED BY SCHOOL BOARD]

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2016)**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes (2016), for additional record keeping requirements.

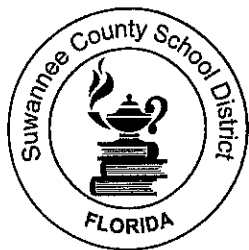
REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes (2016).

SUWANNEE COUNTY SCHOOL DISTRICT



702 - 2nd Street, NW • Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635
www.suwannee.k12.fl.us

JERRY A. SCARBOROUGH
Superintendent of Schools

*"Suwannee County School District will be a system of excellence
ensuring all students are prepared for personal success."*

MEMORANDUM

JERRY TAYLOR
DISTRICT 1

CATHERINE CASON
DISTRICT 2

JULIE ULMER
DISTRICT 3

ED DA SILVA
DISTRICT 4

RONALD WHITE
DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

TO: Jerry Scarborough, Superintendent of Schools

FROM: Bill Brothers, Director of Human Resources *BB*

THRU: Walter Boatright, Director of Career and Technical Education
Vickie DePratter, Chief Financial Officer *VD*
Janene Fitzpatrick, Assistant Superintendent of Instruction *JF*

DATE: September 1, 2016

RE: September 6, 2016 Special Meeting Agenda Item

RECOMMENDATION:

1. The Superintendent recommends approval to add one *teacher* position at RIVEROAK Technical College.

BACKGROUND:

On May 24, 2016, the Suwannee County School Board approved three part-time positions to provide instruction for the new welding program. At that time, we did not know if the enrollment would support all three positions, or a full-time teacher.

This item is needed to combine two part-time positions to one full-time position for both programs, or one full-time position for an itinerant teacher at both schools, based on need. This is not an increase in personnel.