SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
July 28, 2015

AGENDA

Call to Order – 5:30 p.m.

This Public Hearing is held for the purpose of adopting the Tentative Millage rates for the 2015-2016 school year and the Tentative Budget for 2015-2016.

The Tentative Millage rates set for the 2015-2016 school year are as follows:

Required Local Effort	=	4.722
Discretionary Operating	=	.748
Capital Outlay	=	1.500
Total	=	6.970

The Tentative Millage exceeds the roll back rate by -3.61 percent.

The Required Local Effort is 4.722 mills and is set by the State. This is a decrease of .34 mills from the 2014-2015 rate.

The Discretionary Operating Millage is set by the Board and is .748 mills. This is the same millage rate as in 2014-2015.

The Capital Outlay is 1.500 mills. This is the same millage rate as in 2014-2015.

1) Any questions or comments from the public concerning the Tentative Millage rates.

2) Adopt Tentative Millage rates for 2015-2016 as follows:

Required Local Effort	=	4.722
Basic Discretionary	=	.748
Capital Outlay	=	1.500

3) Adopt Tentative Budget for 2015-2016.

End of Agenda

Adjourn

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SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
July 28, 2015

AGENDA

Call to Order – 5:55 p.m.

Assistant Superintendent of Instruction – Janene Fitzpatrick:

1. Final review of additions and revisions to the Suwannee County School District Elementary Student Progression Plan and the Suwannee County School District Secondary Student Progression Plan for 2014-2015. (Copies are available for review in the office of the Assistant Superintendent of Instruction.) **(pg. 11)**

Adjourn

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SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
July 28, 2015

AGENDA

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag by Branford High School

Citizen Input (A *Citizen Input Form* must be completed and submitted to the secretary to the Superintendent/School Board prior to addressing the Board. We ask that speakers keep their comments to two minutes.)

The Superintendent recommends approval to adopt the Agenda.

The Superintendent recommends approval of the Consent Agenda.

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CONSENT AGENDA

Anyone present may approach the Board concerning any item on this agenda. Board members may pull any item on the Consent Agenda for discussion and separate action.

1. The Superintendent recommends approval of the following Minutes: **(pgs. 12-43)**

June 8, 2015	- Special Meeting
June 23, 2015	- Workshop Session
	- Expulsion Issues Hearing (Private)
	- Public Hearing
	- Regular Meeting

2. The Superintendent recommends approval of the monthly financial statement for June 2015.

3. The Superintendent presents the following bills for the period June 1-30, 2015:

General Fund		
#157669-158192	$	2,067,842.11
Electronic Fund Transfers		2,303,674.75
	$	4,371,516.86
Federal Fund		
#46886-47051	$	243,197.26
Electronic Fund Transfers		289,020.20
	$	532,217.46
Food Service Fund		
#29678-29795	$	303,883.26
Electronic Fund Transfers		133,573.97
	$	437,457.23
2.0 LCIF		
#7150-7169	$	215,710.37

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4. The Superintendent recommends approval of the following budget amendments for fiscal year 2014-2015:

General	LCIF	Special Revenues
I-12	III-11	IV-8 (Food Service)
		IV-12 (Federal)

5. The Superintendent recommends approval for disposal of property as per the attached Property Disposition Form dated July 28, 2015. **(pgs. 44-47)**

6. The Superintendent recommends approval of the following contracts/agreements for the 2015-2016 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2016-61	Gateway Educational Computing Consultants Project Resolution and Contract for District Participation between the School Board of Washington County, Florida, fiscal agent for the Panhandle Area Educational Consortium (PAEC) and the District School Board of Suwannee County (*Renewal*) **(pgs. 48-51)**
#2016-62	PAEC Student Data Services Resolution and Contract for District Participation between the School Board of Washington County, Florida, fiscal agent for the Panhandle Area Educational Consortium (PAEC) and PAEC Student Data Services and the District School Board of Suwannee County, Florida (*Renewal*) **(pgs. 52-54)**
#2016-63	Clinical Education Agreement between the Suwannee County School Board Surgical Technology Program and Live Oak HMA, LLC d/b/a Shands Live Oak Regional Medical Center (*Renewal/Revised*) **(pgs. 55-61)**
#2016-64	Clinical Education Agreement between the Suwannee County School Board Surgical Technology Program and Lake Shore HMA, LLC d/b/a Shands Lake Shore, Lake City, Florida (*Renewal/Revised*) **(pgs. 62-66)**
#2016-65	Clinical Education Agreement between the Suwannee County School Board Surgical Technology Program and AMERE d/b/a Lake City Surgery Center, LLC, Lake City, Florida (*Renewal/Revised*) **(pgs. 67-71)**

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#2016-66	Clinical Education Agreement between the Suwannee County School Board Surgical Technology Program and Doctor's Memorial Hospital Inc., Perry, Florida (*Renewal/Revised*) **(pgs. 72-76)**
#2016-67	Clinical Education Agreement between the Suwannee County School Board Surgical Technology Program and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center (*Renewal/Revised*) **(pgs. 77-85)**
#2016-68	Clinical Education Agreement between the Suwannee County School Board Medical Secretary Program and Dr. Anjana Rana, MD, and Dr. Brij Rana, MD, Jasper, Florida (*Renewal/Revised*) **(pgs. 86-90)**
#2016-69	Clinical Education Agreement between the Suwannee County School Board Medical Secretary Program and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center (*Renewal/Revised*) **(pgs. 91-100)**
#2016-70	Clinical Education Agreement between the Suwannee County School Board Medical Secretary Program and Amber S. Ingram d/b/a Horizon Pediatrics, LLC, Live Oak, Florida (*Renewal/Revised*) **(pgs. 101-105)**
#2016-71	Clinical Education Agreement between the Suwannee County School Board Medical Secretary Program and Live Oak HMA LLC d/b/a Shands Medical Group, Live Oak, Florida (*Renewal/Revised*) **(pgs. 106-110)**
#2016-72	Clinical Education Agreement between the Suwannee County School Board Medical Secretary Program and ACV Health Services, LLC, Dowling Park, Florida (*Renewal/Revised*) **(pgs. 111-115)**
#2016-74	Contractual Agreement for Inter-County Transfer of Exceptional Students between the School Board of Hamilton County and the School Board of Suwannee County (*Renewal*) **(pgs. 116-120)**
#2016-75	State of Florida Statewide School Readiness Provider Contract between the Early Learning Coalition of Florida's Gateway and Suwannee County School Board (*Renewal*) **(pgs. 121-152)**
#2016-78	Contractual Agreement between Suwannee County District School Board and District School Board of Madison County on behalf of North Florida Career Pathways Consortium (*Renewal*) **(pgs. 153-155)**

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7. The Superintendent recommends approval of the following grant/allocation application:

   a. Florida's Integrated Career and Academic Preparation System (FICAPS) Grant for the 2015-2016 fiscal year, in the amount of $25,000 **(pg. 156)**

8. The Superintendent recommends approval of the following student transfers for the 2015-2016 school year. Parents will provide transportation.

   District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Brendan	Baxter	Columbia	Suwannee	12
Devon	Brannan	Columbia	Suwannee	5
Dillon	Brannan	Columbia	Suwannee	11
Cassidy	Bruce	Columbia	Suwannee	8
Dalton	Carver	Columbia	Suwannee	11
Chelsea	Doby	Columbia	Suwannee	11
Garrett	Fennell	Columbia	Suwannee	8
Mylie	Fernandez	Columbia	Suwannee	2
Emily	Flugrath	Columbia	Suwannee	7
Zachary	Flugrath	Columbia	Suwannee	10
Jordyn	Fraddosio	Lafayette	Suwannee	PK
Leanna	Fraddosio	Lafayette	Suwannee	1
Grayson	Gill	Columbia	Suwannee	8
Cason	Griffin	Columbia	Suwannee	8
Carlee	Heath	Columbia	Suwannee	2
Sophia	Miller	Columbia	Suwannee	10
Jakob	North	Columbia	Suwannee	6
Shawn	Osborn	Lafayette	Suwannee	K
Jackson	Puello	Columbia	Suwannee	1
Westley	Puello	Columbia	Suwannee	3
Emily	Quinones	Columbia	Suwannee	7
Joel	Quinones	Columbia	Suwannee	4
Leslie	Quinones	Columbia	Suwannee	11

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FIRST NAME	LAST NAME	TO	FROM	GRADE
Jayzen	Roberts	Columbia	Suwannee	1
Kasey	Robinson	Columbia	Suwannee	11
Peyton	Romano	Columbia	Suwannee	1
Aiden	Smith	Columbia	Suwannee	VPK
Jackson	Thompson	Columbia	Suwannee	11
Frankie	Griffin	Suwannee	Hamilton	7
Victoria	Marshall	Suwannee	Columbia	8
Mur'khia	Massey	Suwannee	Lafayette	1
Mark	Massey Jr.	Suwannee	Lafayette	VPK
Alejandro	Reyes	Suwannee	Hamilton	PK
Sebastian	Reyes	Suwannee	Hamilton	3

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Hannah	Gamble	BHS	SMS	8

REGULAR AGENDA

School Board Chairman – Ed daSilva:

1. Discussion and action regarding the selection of one School Board member to serve as a Legislative Liaison and one School Board member to serve as an Alternate Legislative Liaison on the FSBA Legislative Committee. **(pgs. 157-158)**

Chief Financial Officer – Vickie DePratter:

2. The Superintendent recommends approval of the donation from PotashCorp-White Springs (PCS) in the amount of $25,000. **(pg. 159)**

3. The Superintendent recommends approval to donate equipment and remaining consumable supplies purchased through prior year Adults with Disabilities grants to The Arc North Florida, Inc. **(pg. 160)**

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4. The Superintendent recommends approval of the following resolution for the 2015-2016 school year: (Note: This resolution has been reviewed and approved by Board Attorney Leonard Dietzen.)

   #2016-01R Resolution Affirming Participation in the Small School District Council Consortium **(pgs. 161-162)**

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

   a. Issue a new card to Chris Landrum, Director of Transportation, in the amount of $5,000 **(pg. 163)**

Assistant Superintendent of Instruction – Janene Fitzpatrick:

6. The Superintendent recommends approval of additions and revisions to the Suwannee County School District Elementary Student Progression Plan and the Suwannee County School District Secondary Student Progression Plan for 2014-2015. (Copies are available for review in the office of the Assistant Superintendent of Instruction.) **(pg. 11)**

7. The Superintendent recommends approval of the following contract/agreement for the 2015-2016 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

   #2016-77 Florida Virtual School Franchise Agreement for State of Florida School District between the Board of Trustees of the Florida Virtual School and Suwannee County School Board (*New*) **(pgs. 164-197)**

Director of Career, Technical, and Adult Education – Walter Boatright:

8. The Superintendent recommends approval of the following curriculum item for the 2015-2016 school year:

   a. Vocational Programs/Courses List offering for 2015-2016 **(pgs. 198-232)**

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Director of Student Services – Elizabeth Simpson:

9. The Superintendent recommends approval of revisions to the Exceptional Student Education Policies and Procedures (SP&P) document. (A copy is available for review in the office of the Director of Student Services.) **(pgs. 233-234)**

Director of Transportation – Chris Landrum:

10. The Superintendent recommends approval of the following personnel item for the 2015-2016 school year:

    a. Add five Bus Driver positions **(pg. 235)**

Director of Human Resources – Dr. Bill Brothers:

11. The Superintendent recommends approval to advertise additions and revisions to the Suwannee County School Board Policy Manual as follows:

#5.101	Bullying and Harassment *(Revised)* **(pgs. 236-251)**
#5.15	Administration of Medication *(Revised)* **(pgs. 252-256)**
#6.16	Substitute Teachers *(Revised)* **(pgs. 257-258)**
#6.81	Assessment of Employees *(Revised)* **(pgs. 259-260)**
#6.811	Instructional Employee Performance Criteria *(Revised)* **(pg. 261)**

12. The Superintendent recommends approval of the 2014-2015 Annual Equity Update. (A copy is available for review in the office of the Director of Human Resources.) **(pg. 262)**

13. The Superintendent recommends approval of the final draft version of the 2015-2016 Master In-Service Plan developed by North East Florida Educational Consortium (NEFEC). (A copy is available for review in the office of the Director of Human Resources.) **(pgs. 263-265)**

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14. The Superintendent recommends approval of the following contract/agreement for the 2015-2016 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2016-59	Employee Protection Line Subscriber Agreement between in2vate, llc and Suwannee County School Board to provide access to the Employee Protection Line service (*New*) **(pgs. 266-269)**

15. The Superintendent recommends approval of the following personnel items for the 2015-2016 school year: **(pg. 270)**

    a. Delete one Teacher position (AIM) at Suwannee Primary School
    b. Add two Paraprofessional positions at Suwannee Primary School

16. Personnel Changes List **(pgs. 271-277)**

School Board Attorney – Leonard Dietzen:

17. Legal Counsel's Report

Superintendent of Schools – Jerry Scarborough:

18. Superintendent's Report

School Board Members:

19. Issues and concerns Board members may wish to discuss

End of Agenda

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SUWANNEE COUNTY SCHOOL BOARD

Serving The Children Of Our Community

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

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 A. Scarborough, Superintendent of Schools

FROM: Janene Fitzpatrick, Assistant Superintendent of Instruction

DATE: July 14, 2015

RE: Agenda Item for July 28, 2015, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends final approval of the additions and revisions to the 2014-2015 Suwannee County School District Elementary and Secondary Student Progression Plans.

BACKGROUND:

The school board approves changes to the Student Progression Plans based on legislative action and/or district needs.

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
June 8, 2015

MINUTES

The Suwannee County School Board met in Special Session on this date in the School Board Meeting Room, 702 – 2nd Street, NW, Live Oak, FL. School Board members present were Chairman Ed daSilva, Catherine Cason, Jerry Taylor, and Julie Ulmer, along with Superintendent Jerry Scarborough and Administrative Secretary Karen Lager. School Board Attorney Leonard Dietzen and Chief Financial Officer Vickie Music DePratter were absent. School Board member Ronald White arrived at 5:05 p.m.

Chairman daSilva called the meeting to order at 5:01 p.m.

MOTION by Mr. Taylor, second by Mrs. Ulmer, for approval to adopt the Agenda. MOTION CARRIED UNANIMOUSLY

Director of Career, Technical, and Adult Education – Walter Boatright:

1. MOTION by Mrs. Ulmer, second by Mr. Taylor, for approval of the proposed new name of Suwannee-Hamilton Technical Center, endorsed by the Overall Advisory Committee, effective July 1, 2015, which is RiverOak Technical College. **(pg. 2)**

   MOTION CARRIED UNANIMOUSLY

NOTE: School Board member Ronald White was present for the vote on Item #1.

The meeting adjourned at 5:12 p.m.

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
June 23, 2015

MINUTES

The Suwannee County School Board met in Workshop Session on this date in the School Board Meeting Room, 702 – 2nd Street, NW, Live Oak, Florida. School Board members present were Chairman Ed daSilva, Catherine Cason, Jerry Taylor, and Ronald White, along with Superintendent Jerry Scarborough, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie Music DePratter, and Administrative Secretary Karen Lager. School Board Member Julie Ulmer arrived at 12:32 p.m.

Administrators and others present: Walter Boatright, Dr. Bill Brothers, Janene Fitzpatrick, Sherry Peppers, Elizabeth Simpson, and Lila Udell.

Chairman daSilva called the meeting to order at 9:03 a.m.

Federal Budgets for 2015-2016 ..... Walter Boatright/Lisa Dorris/ Janene Fitzpatrick/Elizabeth Simpson/Lila Udell

The following proposed federal budgets for 2015-2016 were presented:

- Food Service ..... Vickie Music DePratter
- 21st Century Program ..... Janene Fitzpatrick
- IDEA ..... Elizabeth Simpson
- Perkins Grants ..... Walter Boatright
- Federal Programs Department ..... Lila Udell

The workshop recessed at 11:15 a.m. and resumed at 12:32 p.m.

(Note: Mrs. Ulmer is now present.)

ELL Committee Meeting Update..... Lila Udell
Title II Program and Expenditures

Mrs. Udell provided updates regarding the following:

- ELL Committee Meeting
- Title II Program and Expenditures

Suwannee Virtual School.....Janene Fitzpatrick
Personnel Needs
Student Progression Plans
Accelerated Math to i-Ready Update
Board Policy Changes Regarding HB 7069

Mrs. Fitzpatrick provided updates regarding the following:

- FCAT Scores
- Suwannee Virtual School Elementary Proposal for 2015-2016
- Personnel needs for Curriculum and Instruction Department
- Student Progression Plans
- Accelerated Math to i-Ready
- Board policy changes regarding HB 7069

The workshop recessed at 2:51 p.m. and resumed at 3:05 p.m.

Quarterly Board Workshops in Branford..... Jerry Scarborough

Mr. Scarborough announced that Katherine Haney would be the new Executive Director for the Suwannee Foundation for Excellence in Education, Inc. Mr. Scarborough stated that the Community Relations Specialist position has been advertised, but will not be filled at this time.

Mr. Scarborough proposed holding "Get to Know Your School Night" forums during the months of September and October. These forums would be held for each of the eight school sites. The first forum is scheduled for Branford High School, which will be held September 10, 2015, at City Hall, from 6:00 p.m. – 8:00 p.m. These forums would be in lieu of holding quarterly Board workshops in Branford. Mr. Scarborough asked the Board if they would be interested in holding

these forums, and the consensus of the Board was to proceed with the forums. Mr. Scarborough stated he would develop a schedule for the forums.

Hiring Policies and Procedures .....Dr. Bill Brothers
Board Policy Updates

Dr. Brothers reviewed the proposed changes/revisions to the following Board policies:

#5.15	Administration of Medication
#5.101	Bullying and Harassment
#6.16	Substitute Teachers
#6.45	Alcohol and Drug-Free Workplace
#6.81	Assessment of Employees
#6.811	Instructional Employee Performance Criteria
#7.021	Facsimile Signature

Dr. Brothers reviewed the District's Minority Teacher Recruitment Plan and hiring procedures. Board members expressed concern that language in the Minority Teacher Recruitment Plan and language pertaining to our hiring procedures does not mesh. Mr. Dietzen stated that this matter can be discussed further during an executive session.

The workshop adjourned at 3:54 p.m.

SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
June 23, 2015

MINUTES

The Suwannee County School Board held a Public Hearing on this date in the School Board Meeting Room, 702 – 2nd Street, NW, Live Oak, Florida. School Board members present were Chairman Ed daSilva, Jerry Taylor, Julie Ulmer, and Ronald White, along with Superintendent Jerry Scarborough, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie Music DePratter, and Administrative Secretary Karen Lager. School Board Member Catherine Cason was absent.

School Resource Officer Arthur Robinson was also present.

Chairman daSilva called the hearing to order at 5:55 p.m.

Director of Human Resources – Dr. Bill Brothers:

1. Final review of additions and revisions to the Suwannee County School Board Policy Manual as follows: (A copy is available for review in the office of the Director of Human Resources.) **(pg. 13)**

   #3.05 Administrative Organization

Mr. daSilva called for comments or questions regarding the additions and revisions to the Suwannee County School Board Policy Manual and there were none.

The hearing adjourned at 5:57 p.m.

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
June 23, 2015

MINUTES

The Suwannee County School Board met in Regular Session on this date in the School Board Meeting Room, 702 - 2nd Street, NW, Live Oak, Florida. School Board members present were Chairman Ed daSilva, Catherine Cason, Jerry Taylor, Julie Ulmer, and Ronald White, along with Superintendent Jerry Scarborough, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie Music DePratter, and Administrative Secretary Karen Lager.

UTSC President Annette Kinsey and School Resource Officer Arthur Robinson were also present.

Chairman daSilva called the meeting to order at 6:00 p.m.

Student remarks and pledge to the flag by Suwannee-Hamilton Technical Center SkillsUSA student organization

Citizen Input (A *Citizen Input Form* must be completed and submitted to the secretary to the Superintendent/School Board prior to addressing the Board. We ask that speakers keep their comments to two minutes.)

- There were none.

MOTION by Mrs. Ulmer, second by Ms. Cason, for approval to adopt the Agenda, along with the Agenda Addendum. MOTION CARRIED UNANIMOUSLY

MOTION by Mrs. Ulmer, second by Mr. White, for approval of the Consent Agenda. Mr. Taylor asked to discuss Contract #2016-58 regarding the repercussion of possible early termination of the contract. Mrs. DePratter responded to Mr. Taylor's concerns. MOTION CARRIED UNANIMOUSLY

CONSENT AGENDA

Anyone present may approach the Board concerning any item on this agenda. Board members may pull any item on the Consent Agenda for discussion and separate action.

1. Approval of the following Minutes: **(pgs. 14-59)**

May 12, 2015	- Workshop Session
	- Special Meeting
May 26, 2015	- Workshop Session (General Fund Budget 2015-2016)
	- Expulsion Issues Hearing (Private)
	- Public Hearing
	- Regular Meeting

2. Approval of the monthly financial statement for May 2015.

3. The following bills for the period May 1-31, 2015:

General Fund		
#157360 - 157668	$	2,068,179.00
Electronic Fund Transfers		1,707,944.48
	$	3,776,123.48
Federal Fund		
#46779 - 46885	$	187,290.07
Electronic Fund Transfers		333,640.79
	$	520,930.86
Food Service Fund		
#29606 - 29677	$	151,991.76
Electronic Fund Transfers		67,276.71
	$	219,268.47
2.0 LCIF		
#7132 - 7149	$	113,703.07
Electronic Fund Transfers		200.47
	$	113,903.54

4. Approval of the following budget amendments for fiscal year 2014-2015:

General	LCIF	Special Revenues
I-11	III-10	IV-7 (Food Service)
		IV-11 (Federal)

5. Approval for disposal of property as per the attached Property Disposition Form dated June 23, 2015. **(pg. 60-75)**

6. Approval of the following contract/agreement for the 2014-2015 school year: (RENEWAL) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

   #2015-103 Amendment #1 to Attachment #15-051-A47 to North East Florida Educational Consortium (NEFEC) Contract #731-15-051 between the District School Board of Suwannee County and the District School Board of Putnam County on behalf of NEFEC to provide Virtual Instruction Program (VIP) Services (Janene Fitzpatrick, Designee) (Note: This is an amendment to SCSB Contract #2015-50, which was Board approved on September 9, 2014. This amendment is a result of an audit finding reported to NEFEC from another Florida school district.) (*Renewal/Revised*) **(pgs. 76-78)**

7. Approval of the following contracts/agreements for the 2015-2016 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

   #2016-32 North East Florida Educational Consortium (NEFEC) 2015-2016 Membership Master Contractual Agreement between the District School Board of Suwannee County and the District School Board of Putnam County on behalf of NEFEC. The agreement includes the following programs: (*Renewal*) **(pgs. 79-92)**
   - NEFEC Resolution
   - NEFEC Main Contract #731-16-051

- NEFEC Instructional Services Program, Attachment #16-051-A1 to Contract #731-16-051 (Janene Fitzpatrick, Designee)
- NEFEC Building Code Administrator, Attachment #16-051-A27 to Contract #731-16-051 (Mark Carver, Designee)

#2016-34 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Dr. Anjana Rana, MD and Dr. Brij Rana, MD, Jasper, Florida (*Renewal/Revised*) **(pgs. 93-99)**

#2016-35 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Hamilton Health Enterprises, Inc. d/b/a Suwannee Valley Nursing Center, Jasper, Florida (*Renewal/Revised*) **(pgs. 100-104)**

#2016-36 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Andres R. Villar, MD, PA d/b/a Children's Medical Center, Branford, Lake City, and Live Oak, Florida (*Renewal/Revised*) **(pgs. 105-109)**

#2016-37 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician Program and ACV Health Services, LLC, Dowling Park, Florida (*Renewal/Revised*) **(pgs. 110-114)**

#2016-38 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and LP Live Oak, LLC d/b/a Surrey Place Care Center, Live Oak, Florida (*Renewal/Revised*) **(pgs. 115-119)**

#2016-39 Clinical Education Agreement between the Suwannee County School Board Practical Nurse Education Program and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center (*Renewal/Revised*) **(pgs. 120-129)**

#2016-40 Clinical Education Agreement between the Suwannee County School Board Practical Nurse Education Program and Amber S. Ingram d/b/a Horizon Pediatrics, LLC, Live Oak, Florida (*Renewal/Revised*) **(pgs. 130-134)**

#2016-41	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Lake Shore HMA, LLC d/b/a Shands Lake Shore Medical Center, Lake City, Florida (*Renewal/Revised*) **(pgs. 135-139)**
#2016-42	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and NF Suwannee, LLC d/b/a Suwannee Health Care Center, Live Oak, Florida (*Renewal/Revised*) **(pgs. 140-144)**
#2016-43	Clinical Education Agreement between the Suwannee County School Board Practical Nurse Education Program and ACV Health Services, LLC, Dowling Park, Florida (*Renewal/Revised*) **(pgs. 145-149)**
#2016-44	Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Live Oak HMA, LLC d/b/a Shands Live Oak Regional Medical Center (*Renewal/Revised*) **(pgs. 150-154)**
#2016-45	Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Advent Christian Village, Inc. (*Renewal/Revised*) **(pgs. 155-159)**
#2016-46	Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Cheek & Scott Drugs, Inc., Lake City, Florida (*Renewal/Revised*) **(pgs. 160-164)**
#2016-47	Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Cheek & Scott Drugs, Inc., Live Oak, Florida (*Renewal/Revised*) **(pgs. 165-169)**
#2016-48	Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy of Mayo, Inc. (*Renewal/Revised*) **(pgs. 170-174)**
#2016-49	Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy of Branford, Inc. (*Renewal/Revised*) **(pgs. 175-179)**

#2016-50	Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy of Ft. White, Inc. (*Renewal/Revised*) **(pgs. 180-184)**
#2016-51	Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy, Inc., Main Boulevard, Lake City, Florida (*Renewal/Revised*) **(pgs. 185-189)**
#2016-52	Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy #2 (West), Highway 90, Lake City, Florida (*Renewal/Revised*) **(pgs. 190-194)**
#2016-53	Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Walgreen Company, Live Oak, Florida (*Renewal/Revised*) **(pgs. 195-199)**
#2016-54	Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Walgreen Company, Lake City, Florida (*Renewal/Revised*) **(pgs. 200-204)**
#2016-55	Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center (*Renewal/Revised*) **(pgs. 205-228)**
#2016-56	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida and Miles Consulting, LLC (*Renewal/Revised*) **(pgs. 229-239)**
#2016-57	Agreement between the School Board of Suwannee County, Florida and the Suwannee County Sheriff's Office to hire six full-time School Resource Officers for the 2015-2016 school year (*Renewal/Revised*) **(pgs. 240-243)**
#2016-58	Blue Cross and Blue Shield of Florida, Inc. Accounting and Retention Agreement between Blue Cross Blue Shield of Florida, Inc. d/b/a Florida Blue and Health Options, Inc. and the School Board of Suwannee County (*Renewal*) **(pgs. 244-250)**

8. Approval of the following student transfers for the 2015-2016 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Cody	Africano	Columbia	Suwannee	3
Chase	Broome	Columbia	Suwannee	12
Colin	Broome	Columbia	Suwannee	9
Jeremy	Calhoun	Columbia	Suwannee	4
Shakera	Calhoun	Columbia	Suwannee	7
Hayden	Engskow	Columbia	Suwannee	1
Skyler	Engskow	Columbia	Suwannee	5
Jayce	Fike	Lafayette	Suwannee	1
David	Fletcher	Lafayette	Suwannee	4
Reagan	Fletcher	Lafayette	Suwannee	7
William	Fletcher	Lafayette	Suwannee	10
Aubree	Funkhouser	Columbia	Suwannee	K
Rylee	Funkhouser	Columbia	Suwannee	2
Lyndsey	Gardner	Columbia	Suwannee	12
Byron Shane	Harris	Lafayette	Suwannee	11
Jordan	Herring	Columbia	Suwannee	PK
Destin	Hurst	Columbia	Suwannee	K
E'nadren	Ivey	Columbia	Suwannee	K
Emili Annalise	Jones	Columbia	Suwannee	6
Joleene	Kauffman	Columbia	Suwannee	1
Taylor	Kauffman	Columbia	Suwannee	VPK
Austin	Knowles	Columbia	Suwannee	8
Juliana	Ozbay	Columbia	Suwannee	3
Dylin	Reeves	Columbia	Suwannee	K
Callahan	Register	Columbia	Suwannee	9
Troy	Register	Columbia	Suwannee	12
Dalton	Robertson	Columbia	Suwannee	5
Justin Kyle	Rogers	Columbia	Suwannee	11

FIRST NAME	LAST NAME	TO	FROM	GRADE
Kaylie	Sanders	Columbia	Suwannee	2
Jordan	Smith	Columbia	Suwannee	2
Jordan Anne	Tessier	Columbia	Suwannee	6
Hayley	Touchton	Columbia	Suwannee	8
Tyler	Utley	Columbia	Suwannee	8
JyiQuan	Adkins	Suwannee	Hamilton	6
JyLian	Adkins	Suwannee	Hamilton	K
Colton	Allen	Suwannee	Lafayette	7
Jayson	Harris	Suwannee	Lafayette	5
Kayden	Hill	Suwannee	Madison	8
Khristian	Hill	Suwannee	Madison	8
Trysten	Hill	Suwannee	Madison	12
Sara	Humphreys	Suwannee	Columbia	12
Kolton	Hunter	Suwannee	Hamilton	K
Brianna	Lanier	Suwannee	Lafayette	9
Natalie	Manna	Suwannee	Gilchrist	10
Nyasia	Taylor	Suwannee	Hamilton	PK
Cason	Ward	Suwannee	Lafayette	2
Barrett	Young	Suwannee	Lafayette	7
Braxton	Young	Suwannee	Lafayette	5
Hannah	Young	Suwannee	Lafayette	5

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Wyatt	Lane	SPS	BES	1

REGULAR AGENDA

Chief Financial Officer – Vickie Music DePratter:

1. MOTION by Mrs. Ulmer, second by Mr. White, for approval to continue expenditures until approval of the final budget for the 2015-2016 fiscal year. **(pg. 251)** MOTION CARRIED UNANIMOUSLY

Director of Career, Technical, and Adult Education – Walter Boatright:

2. The following personnel items for the 2015-2016 school year:

   MOTION by Mrs. Ulmer, second by Mr. Taylor, for approval of Item 2.a. as follows:

   a. Overlap two contracts for the School Bookkeeper position at RiverOak Technical College (name change effective July 1, 2015; previously Suwannee-Hamilton Technical Center) beginning August 3, 2015, through August 31, 2015. **(pg. 252)**

   MOTION CARRIED UNANIMOUSLY

   MOTION by Mrs. Ulmer, second by Ms. Cason, for approval of Item 2.b. as follows:

   b. Add one permanent Paraprofessional position for the Culinary Arts Program at RiverOak Technical College, effective July 1, 2015. (*Funded with Culinary Arts internal funds.*) **(pg. 253)**

   MOTION CARRIED UNANIMOUSLY

ACTION ON THE AGENDA ADDENDUM

#1. MOTION by Mrs. Ulmer, second by Mr. Taylor, for approval of the following contract/agreement for the 2015-2016 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2016-60 Service Agreement for the North Florida Community College and Suwannee Consortium 2015-2016 between North Florida Community College (NFCC) and Suwannee County School District (*New*) **(pgs. A2-A13)**

MOTION CARRIED UNANIMOUSLY

END OF AGENDA ADDENDUM

Director of Curriculum and Instruction – Janene Fitzpatrick:

3. MOTION by Mrs. Ulmer, second by Mr. Taylor, for approval to advertise additions and revisions to the Suwannee County School District Secondary Student Progression Plan and the Suwannee County School District Elementary Student Progression Plan for 2014-2015, which include the changes discussed in the workshop held earlier today. **(pgs. 254-386)** MOTION CARRIED UNANIMOUSLY

4. MOTION by Mrs. Ulmer, second by Ms. Cason, for approval of the following curriculum item for the 2014-2015 school year:

   a. Amend the 2015 Summer School Schedule as follows: **(pg. 387)**
   Elementary Programs
   - Pre-Kindergarten (VPK)

   Eligibility: Per DOE guidelines
   Schedule: Eight (8) week session:
   6/10 – 8/6 at SPS
   7:30 a.m. – 4:36 p.m. student day (9 hours)
   7:00 a.m. – 5:00 p.m. teacher day (10 hours)
   Personnel: Six (6) teachers with 1:10 ratio
   Funding: VPK funds

MOTION CARRIED UNANIMOUSLY

5. MOTION by Mrs. Ulmer, second by Ms. Cason, for approval of the following curriculum item for the 2015-2016 school year:

   a. Revised 2015-2016 School Calendar **(pgs. 388-390)**

   MOTION CARRIED UNANIMOUSLY

6. MOTION by Mrs. Ulmer, second by Ms. Cason, for approval of the following personnel item for the 2014-2015 school year:

   a. The additional summer school position for the 2015 summer school term as follows: **(pg. 391)**

Program	Number of Employees/Position	
21st Century (CCLC)	1 – Nurse	(SES)

   MOTION CARRIED UNANIMOUSLY

7. MOTION by Mrs. Ulmer, second by Ms. Cason, for approval of the following personnel items for the 2015-2016 school year:

   a. Add one Teacher (elementary) position at Suwannee High School for the Elementary Opportunity School. (*Funded with Title I/SHS funds.*) **(pg. 392)**
   b. Add one Teacher (elementary) position at Branford Elementary School for the Elementary Opportunity School. (*Funded with Title I/District funds.*) **(pg. 392)**
   c. Add one Paraprofessional position at Branford Elementary School for the Elementary Opportunity School. (*Funded with Title I/District funds.*) **(pg. 392)**
   d. Add one Teacher (elementary) position (10-month; 7.25 hours/day) for Suwannee Virtual School. (*Funded by General Fund.*) **(pg. 393)**

   MOTION CARRIED UNANIMOUSLY

Director of Human Resources – Dr. Bill Brothers:

8. MOTION by Mrs. Ulmer, second by Mr. White, for approval of additions and revisions to the Suwannee County School Board Policy Manual as follows: (A copy is available for review in the office of the Director of Human Resources.) **(pg. 13)**

   #3.05 Administrative Organization

   MOTION CARRIED UNANIMOUSLY

9. MOTION by Mrs. Ulmer, second by Ms. Cason, for approval of the following form:

   #7200-012 Suwannee County Schools Public Complaint Form Regarding Curriculum or Instructional Materials (*Revised*) **(pgs. 394-395)**

   MOTION CARRIED UNANIMOUSLY

10. MOTION by Mrs. Ulmer, second by Ms. Cason, for approval of the following personnel item for the 2014-2015 school year:

    a. Overlap two contracts for the Principal position at Suwannee High School beginning June 10, 2015, through June 30, 2015. **(pg. 396)**

    MOTION CARRIED UNANIMOUSLY

11. MOTION by Mr. White, second by Mr. Taylor, for approval of the following personnel items for the 2015-2016 school year:

    a. Job Description #12 – Assistant Superintendent of Administration (*Revised*) **(pgs. 397-400)**
    b. Job Description #13 – Assistant Superintendent of Instruction (*Revised*) **(pgs. 401-404)**

    MOTION CARRIED UNANIMOUSLY

ACTION ON THE AGENDA ADDENDUM

#2. MOTION by Mr. Taylor, second by Mrs. Ulmer, for approval to accept the Division of Administrative Hearings' Recommended Order regarding the Petition for Termination of Melissa Mapp-Francisco. **(pg. A14)** MOTION CARRIED UNANIMOUSLY

#3. MOTION by Mr. Taylor, second by Mr. White, for approval of the following contract/agreement for the 2015-2016 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2016-73 Legal Representation Agreement between Coppins Monroe Adkins & Dincman, P.A., Attorneys at Law, and Jerry A. Scarborough, in his official capacity as Superintendent of Schools, for legal services pertaining to a pending personnel action *(New)* **(pgs. A17-A19)**

MOTION CARRIED UNANIMOUSLY

END OF AGENDA ADDENDUM

12. MOTION by Mr. White, second by Mrs. Ulmer, for approval of the Personnel Changes List, along with the Personnel Changes List Addendum. **(pgs. 405-418)** MOTION CARRIED UNANIMOUSLY

PERSONNEL CHANGES APPROVED:

RETIREMENTS: NON-INSTRUCTIONAL:

District Wide/Department of Student Services:
Margaret Wooley, Coordinator Comp. Health Ed./Attendance, effective August 4, 2015

Transportation Department:
Patricia Bryant, bus driver, effective June 5, 2015

RESIGNATIONS: INSTRUCTIONAL:

Branford Elementary School:
Betsylynn Branche, teacher, effective June 1, 2015

Branford High School:
Tyler Branche, teacher, effective June 1, 2015
Jennifer Holtzclaw, teacher, effective June 4, 2015

Suwannee Elementary School:
Kelli Wusterhausen, teacher, effective June 9, 2015

Suwannee Middle School:
Toni Sherrell, teacher, effective June 9, 2015

RESIGNATION: NON-INSTRUCTIONAL:

Suwannee Primary School:
Tamra Abercrombie, Pre-K Paraprofessional/Lead CDA, effective June 9, 2015

RECOMMENDATIONS: INSTRUCTIONAL

District Wide:
Andrew Chapman, teacher, Virtual School
Sergio Rodriquez, teacher, Virtual School

Suwannee High School:
Debra Kleinsmith, Instructor 12-month, effective June 12, 2015
REPLACES: Ron Harrell

LEAVE OF ABSENCE (WORKERS COMP):

Branford High School:
Mickey Dempsey, teacher, May 21-22, 2015, for a total of 12.50 hours

MENTOR:

The following to be paid as mentor:

Teacher	Beginning Teacher	Location
Angel Hill	Courtney Jernigan	BHS

SUPPLEMENTARY:

NAME	POSITION	LOCATION	REPLACES
Pamela Cassube	Sophomore Class Sponsor	BHS	NA
Julianna Dees	Freshman Class Sponsor	BHS	NA
Lawanna Gaylard	Junior Class Sponsor	BHS	NA
Lura Sapp	Senior Class Sponsor	BHS	NA
Nina Tuttle	Instructional Leadership	BHS	NA
Abbey Warren	Instructional Leadership	BHS	NA
Danelle Bradow	Instructional Leadership	BHS	NA
Vaster Fryar	Instructional Leadership	BHS	NA
Kathy Wood	Health and Wellness Coordinator	District	NA
Kelly Driggers	Instructional Leadership	SPS	NA
Stephanie Selph	Instructional Leadership	SES	NA
Susan Ratliff	Instructional Leadership	SES	NA
Victoria Carter	Instructional Leadership	SES	NA
Brian Branche	Instructional Leadership	SES	NA
Melinda Berry	Instructional Leadership	SES	NA
Laura K. Roberts	Instructional Leadership	SES	NA
Tammy Michal	Instructional Leadership	SES	NA
April Frye	Instructional Leadership	SIS	NA
Traci K. Kirby	Instructional Leadership	SIS	NA
Kathy Wood	Instructional Leadership	SIS	NA
Marcia Boatright	Instructional Leadership	SIS	NA
Audrey Marshall	Instructional Leadership	SHS	NA
James Wilson	Instructional Leadership	SHS	NA
Jeff Boatright	Instructional Leadership	SHS	NA
Rhoda Broughton	Instructional Leadership	SHS	NA
Isaac Chandler	Senior Class Sponsor	SHS	NA
Vanessa Menhennett	Junior Class Sponsor	SHS	NA
Jenny Hurst	Sophomore Class Sponsor (1/2)	SHS	NA
Paula McMillan	Sophomore Class Sponsor (1/2)	SHS	NA
Dinah Mayne	Freshman Class Sponsor	SHS	NA
Mary Check-Cason	Instructional Leadership	SMS	NA
Robyn Bonds	Instructional Leadership	SMS	NA
Brantley Helvenston	Instructional Leadership	SMS	NA
Jennifer Byrd	Instructional Leadership	SMS	NA
Angie Hester	Instructional Leadership	SMS	NA
Debra Kleinsmith	NJROTC	SHS	R. Harrell

MISCELLANEOUS:

Suwannee-Hamilton Technical Center:
Jeff Lee to work up to 12 days to implement Adult Education activities in progress, salary to be paid from Adult Education Geographic Grant (ABE)

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Facilities Department:
Kevin Williams, groundsman, effective June 22, 2015
REPLACES: Dustin Lane

Information Technology:
Evan Saunders, IT Tech, effective July 7, 2015
REPLACES: Kelly Philmore

Suwannee Elementary School:
Jamie Summers, paraprofessional – temporary, effective June 5, 2015
REPLACES: TeLesa Walker

LEAVE OF ABSENCE (FAMILY AND MEDICAL LEAVE - FMLA):

Suwannee Middle School:
Theresa Owens, paraprofessional, May 15 through June 6, 2015, with the option of returning sooner

LEAVE OF ABSENCE (MATERNITY):

Transportation Department:
Monica Pitts, bus driver, extend leave through June 5, 2015

LEAVE OF ABSENCE (MEDICAL):

Transportation Department:
Janet Moore-Harris, bus driver, April 24 through June 5, 2015, using days as needed for insurance purposes

LEAVE OF ABSENCE (WORKERS COMP):

Suwannee Intermediate School:
Lori Smith, custodian, May 7, 8, and 11, 2015

STUDENT WORKER:

Molli Humphrey SHTC/My Play School

SUSPENSION:

Transportation Department:
Karen Willis, bus driver, effective June 24, 2015, without pay, pending the resolution of the Superintendent's recommendation of termination

End of List
2014-2015
School Year

Summer Term 2014-2015:

RECOMMENDATIONS: INSTRUCTIONAL:

Branford Elementary School:
Wynette Sumner, teacher, Summer Reading Camp

Branford High School:
Tim Clark, teacher
Carl Manna, dean of students

Suwannee Elementary School:
Pam Lewis teacher, Summer Reading Camp
Sandra Winburn teacher, Summer Reading Camp
Denise Baldwin teacher, Summer Reading Camp
Evelyn Arnold teacher, Summer Reading Camp

Suwannee Middle School:
Rowena West, teacher

Suwannee Primary School:
Kimberly Harris, teacher, ESE extended year
Rebecca Monroe, teacher, ESE extended year
Jenny Clark, teacher, ESE extended year, alternate
Jennifer Wooley, teacher, Pre-K
Nancy Seale, teacher, Pre-K
Wendalyn Fulwood, teacher, Pre-K

District Wide/21st Century:
The following to work as paraprofessional or teacher in the 21st Century Program:

Adrienne Taylor	Ashlee Wooley	Denise Baldwin	Crystal Gill
Andrew Chapman	Wendalyn Fulwood	Donna Norris	

District Wide:
Andrew Chapman, teacher, Virtual School
Jeffry Boatright, teacher, Virtual School
Sergio Rodriguez, teacher, Virtual School
Kimberly Tuvell, teacher, Virtual School
Vanessa Menhennett, teacher, Virtual School
Leigh Lundy, teacher, Virtual School
Angie Hester, teacher, Virtual School

MISCELLANEOUS:

District/Curriculum and Instruction:
The following to work up to 20 hours per week on Secondary ELA Assessments, salaries paid from TIF Grant:

Audrey Marshall Vanessa Menhennett

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford High School:
Daphine Harden, paraprofessional, credit recovery

District Wide/PALS Program:
Christina Batton, paraprofessional

Amanda Bartley-Ramirez, paraprofessional
Jamie Summers, paraprofessional
Tiffany Sanders, paraprofessional
Jayvis Ward, paraprofessional

Facilities Department:
Alan Bonds, day laborer
Jonathan Crain, day laborer
Andrew Boggus, day laborer
Austin Murray, day laborer
Devin Hingson, day laborer
Gavin Cashmore, day laborer
Jai Kinsey, day laborer
John LeDew, day laborer

Suwannee Primary School:
Michele Howard, school nurse, ESE extended year
Laritta Hunter, Lead CDA, School Readiness
Tenlee DeLoach, Lead CDA, School Readiness
Amanda Kiser, Lead CDA, School Readiness, alternate
Ta-Trease Sapp, Lead CDA, School Readiness, alternate
Traci Kitchel, Lead CDA, School Readiness, alternate
Virginia Crews, Lead CDA, School Readiness, alternate
Katey Melland, paraprofessional, ESE extended year
Ta-Trease Sapp, ESE extended year, alternate

Transportation Department:
Elizabeth Ash, bus driver O-O-C
Inez Williams, bus driver O-O-C, alternate
Earnestine Riley, bus driver O-O-C, alternate
Kelly Wiggins, bus attendant
Janice Thompson, bus attendant, alternate
Inez Williams, bus attendant, alternate
Earnestine Riley, bus attendant, alternate

STUDENT WORKERS:

Jazmyne Bates	BES
Ross Lewis	BES
Sarah Humphreys	BHS

Tobie O'Neal	BHS
Sarah Anderson	SMS
Alyssa Bashaw	SIS
Tatyanna Cherry	SMS
Brandon Daniels	SHS
Cymphoni Daniels	SPS
Amber Deaton	SPS
Tevin Ford	SHS
Jonathan Haney	SES
Anthony Harris	SIS
Ketrick Henry	DC/PALS
Ariel Keen	DO
Maurice Lanier	DC/PALS
Arron McAllister	SHS
Aiyhani McCall	DC/PALS
I'munique Mitchell	DC/PALS
Sierra Thompson	SHS
Alex Torres	SES
Nicholas Torres	SMS

End of List
Summer School
2014-2015

Recommendations 2015-2016 School Year:

RECOMMENDATIONS: INSTRUCTIONAL:

Branford Elementary School:
Lynsee Dicks, teacher
REPLACES: Jackie Darrom
Windy Gamble, media specialist
REPLACES: Sheila Dean
Nancy Nielsen, guidance counselor 11 month
REPLACES: Rebecca Layman

District Wide/Curriculum and Instruction:
James Wilson, teacher/TSA TSC
REPLACES: Leigh Lundy

Suwannee Elementary School:
Takeshia Patrick, teacher
REPLACES: Patricia Oxendine

Suwannee-Hamilton Technical Center:
Hilda Collins, LPN Instructor non-certificated, effective July 1, 2015
REPLACES: Hilda Collins
Traci Jones, Surgical Technology Instructor non-certificated, effective July 1, 2015
REPLACES: Traci Jones
Joanne Kietur, LPN Instructor/Program Director non-certificated, effective July 1, 2015
REPLACES: Joanne Kietur
Katie Miller, Pharmacy Technician Instructor non-certificated, effective July 1, 2015
REPLACES: Katie Miller
Traci Thompson, Patient Care Technician Instructor non-certificated, effective July 1, 2015
REPLACES: Traci Thompson

Suwannee High School:
Jenny Hurst, teacher non-certificated
REPLACES: Jenny Hurst

Suwannee High School:
Trista Morales, teacher
REPLACES: Terry Mills

Suwannee Middle School:
David Bond, teacher
REPLACES: Myra Bell

Suwannee Primary School:
Kiara Davis, teacher

REPLACES: Joy Romano
Charis Parker, teacher
REPLACES: Sandra Patterson
Shannon Roberts, teacher/ESE Support Facilitator
REPLACES: Barbara Bertilino

TRANSFERS:

NAME	FROM: SITE/POSITION	TO: SITE/POSITION	REPLACES	EFFECTIVE
Kate Bromley	SMS / Teacher	SHS / Teacher	D. Faison-Harris	8/11/2015
Tammy Butts	SMS / Teacher	SHS / Teacher	James Wilson	8/11/2015
Susan Helvenston	SMS / Teacher	SPS / Teacher	Shellie Young	8/11/2015
Lynda Owens	SIS / Teacher	SMS /Teacher	S. Helvenston	8/11/2015
Shannon Rodriguez	SPS / Teacher	SES / Teacher	Abbyjane Hodge	8/11/2015

PART-TIME/HOURLY EMPLOYEES:

ADULT EDUCATION

Robbin Chapman	ABE/GED Prep
Tracy Henderson	ABE/GED Prep
Angie Hester	ABE/GED Prep
Tammie McKay	ABE/GED Prep
Kathy Smith	ABE/GED Prep
Darryl Cannon	Adult Basic Education
Glenda Cranford	Adult Basic Education
Lisa McKinley	Alternate GED Examiner
Pam Poole	Chief GED Test Examiner
Phyllis Doty	ESOL
Sahara Perez	ESOL
Ann Warner	GED Test Proctor/TABE Test Examiner
Richard Allen	TABE Test Examiner
Karen Fraley	TABE Test Examiner
Ta-Trease Sapp	TABE Test Examiner

VOCATIONAL

David Barnes	Bus Driver Training
Tina Colvin	Bus Driver Training
Pat Fleming	Bus Driver Training
Inez Williams	Bus Driver Training
Susan Morgan	Patient Care Technician/Practical Nursing/I.V. Therapy

June Guy	Patient Care Technician/Practical Nursing
Marissa Lane	Early Childcare Education/Paraprofessional

COMMUNITY EDUCATION (Pending class enrollment)

Ann Warner	Beginning Computer
Marilyn Roberts	Business
Debbie Scott	Cake Decorating
Juanita Torres	Conversational Spanish
Virginia Crews	CPR
Natasha Pittman	Excel, Quickbooks, MS, Office Word, Power Point
Mary Kay Dunaway	Floral Design
Kim Thomas	Intro to Computers & Excel
Paige Thomas	IPad Training
Vanessa Grantham	Crochet
Wayne Musgrove	Gun Safety/Concealed Weapons
Carol Risk	Yoga
Jenna Bates	Sign Language
Jessika Hinkle	Phlebotomy
Donna Bass	Community Education Coordinator
Katherine Haney	Art, Computer Applications, Graphic Design
Violet Noyes	English Literacy/Civics Grant
Alexander Gonzalez	English Literacy/Civics Grant
Teresa Ayers	English Literacy/Civics Grant
Tiffany-Bellenger-Smith	English Literacy/Civics Grant
James Sellers	English Literacy/Civics Grant

MISCELLANEOUS:

District Wide/Curriculum and Instruction:
The following Pre-K staff to work up to 12 hours in August to meet guidelines for Pre-K parent orientation transitional meetings:

BES:

Cara Howard	Pam Norton	Lindsey Thomas

SPS:

Dora Townsend	Tara Brock	Tenlee DeLoach	Laritta Hunter
Janice McCall	Lois Lock	Deanna Yott	Traci Kitchel

The following to work 45 minutes per day up to 196 days as a TSC, salary to be paid from TIF/SEEC Grant:

Ashley Lundy

District Wide/Department of Student Services:
The following to work up to 10 days to complete gifted and Pre-K evaluations prior to the start of the 2015-2016 school year:

Deanna Zastrow Abby Hill

Renewals for the 2015-2016 school year:

RECOMMENDATIONS: Instructional:

CONTRACT RECOMMENDATIONS:
Contract Status for 2015-2016 school year:

Annual Contracts:

	Term
Branford High School:	
Courtney Jernigan	10
Abbey Warren	10
Suwannee High School:	
Matthew Yancey	10
Debra Kleinsmith	12
Suwannee Primary School:	
Abby Fleming	10
Wendalyn Fulwood	10
Kerry Jo Melland	10
Lacy Van Etta	10

Professional Service Contracts:

Branford High School:

Lawanna Gaylard	10
Stephanie Knighton	10
Susan Mackin	10
Lynda McInnis	10
Lura Sapp	10
Carla B. Suggs	10

Suwannee High School:

Mary Johnson	10
Travis Tuten	12

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Food Service Department:
Edith Underwood, food service worker 8-hour
REPLACES: Lonnie Jean Sullivan
Julie Verdegem, food service worker 8-hour
REPLACES: Sonya Cepero/Position Upgrade

Suwannee Elementary School:
*Jennifer McMillan, paraprofessional
*Julia Davidson, paraprofessional
*Heather Marshall, paraprofessional
Jamie Summers, paraprofessional
REPLACES: TaLesa Walker
* Until funds are depleted from Title I

Suwannee Intermediate School:
*Jacqueline Lees, paraprofessional
* Until funds are depleted from Title I

Suwannee Primary School:
*Misty Cashmore, paraprofessional
*Marcia Riegel, paraprofessional
*Tara Smith, paraprofessional
* Until funds are depleted from Title I

Transportation Department:
Tia Ginn, bus driver
REPLACES: Patricia Bryant

LEAVE OF ABSENCE (FAMILY AND MEDICAL LEAVE - FMLA):

District Office/Department of Early Childhood and Elementary Education:
Cortney Flowers, tentatively July 1, through August13, 2015

End of List
2015-2016
School Year

School Board Attorney – Leonard Dietzen:

13. Legal Counsel's Report – No legal matters to report.

Superintendent of Schools – Jerry Scarborough:

14. Superintendent's Report

- Supt. Scarborough congratulated Janene Fitzpatrick as the District's newest graduate of the Commissioner of Education's Leadership Academy.

School Board Members:

15. Issues and concerns Board members may wish to discuss

- Mr. Taylor expressed concern with the legislature doing away with the Adults with Disabilities funding for the upcoming year.
- Mrs. Ulmer thanked Board Member Ronald White for providing plants as decorations for the Suwannee High School Senior Breakfast.

The meeting adjourned at 6:42 p.m.

SUWANNEE COUNTY SCHOOL BOARD

Serving The Children Of Our Community

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

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 A. Scarborough, Superintendent of Schools

FROM: Mark A. Carver, Director of Facilities

DATE: July 13, 2015

RE: Agenda Item for July 28, 2015, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of Property Records Disposition Form for July 2015.

BACKGROUND:

Capitalized assets are obsolete or no longer serviceable.

SUWANNEE COUNTY SCHOOL BOARD

PROPERTY DISPOSITION FORM

BOARD MEETING

JULY 2015

PROPERTY RECORD #	ITEM DESCRIPTION	ORIGINAL PURCHASE PRICE	ORIGINAL PURCHASE DATE	COST CENTER	REQUESTED DISPOSITION
99006578	Computer Laptop	$ 815.00	Mar-09	SES	Surplus
99006579	Computer Laptop	$ 815.00	Mar-09	SES	Surplus
99006565	Computer Laptop	$ 815.00	Mar-09	SES	Surplus
99006557	Computer Laptop	$ 815.00	Mar-09	SES	Surplus
99006566	Computer Laptop	$ 815.00	Mar-09	SES	Surplus
99006569	Computer Laptop	$ 815.00	Mar-09	SES	Surplus
99006571	Computer Laptop	$ 815.00	Mar-09	SES	Surplus
99006568	Computer Laptop	$ 815.00	Mar-09	SES	Surplus
99006573	Computer Laptop	$ 815.00	Mar-09	SES	Surplus
99006574	Computer Laptop	$ 815.00	Mar-09	SES	Surplus
99006575	Computer Laptop	$ 815.00	Mar-09	SES	Surplus
99006561	Computer Laptop	$ 815.00	Mar-09	SES	Surplus
99006567	Computer Laptop	$ 815.00	Mar-09	SES	Surplus
99006577	Computer Laptop	$ 815.00	Mar-09	SES	Surplus
99006570	Computer Laptop	$ 815.00	Mar-09	SES	Surplus
99006564	Computer Laptop	$ 815.00	Mar-09	SES	Surplus
99006560	Computer Laptop	$ 815.00	Mar-09	SES	Surplus
99006559	Computer Laptop	$ 815.00	Mar-09	SES	Surplus
99006563	Computer Laptop	$ 815.00	Mar-09	SES	Surplus
99006562	Computer Laptop	$ 815.00	Mar-09	SES	Surplus
99001674	Air Conditioner	$ 1,154.60	Dec-85	BHS	Surplus
99001673	Air Conditioner/Heat Unit	$ 1,007.64	Jul-91	BHS	Surplus
99006642	Computer Laptop W Dockin	$ 1,399.14	Apr-09	SMS	Surplus
99007021	Computer Laptop	$ 1,138.00	Apr-10	SMS	Surplus
99007128	Computer Notebook	$ 949.00	Mar-10	SMS	Surplus
99007127	Computer Notebook	$ 949.00	Mar-10	SMS	Surplus

SUWANNEE COUNTY SCHOOL BOARD
PROPERTY DISPOSITION FORM
BOARD MEETING
JULY 2015

PROPERTY RECORD #	ITEM DESCRIPTION	ORIGINAL PURCHASE PRICE	ORIGINAL PURCHASE DATE	COST CENTER	REQUESTED DISPOSITION
99004760	Printer Laser	$ 994.00	Jun-04	SMS	Surplus
99005336	Computer Laptop	$ 1,581.42	Jan-06	SMS	Surplus
99002960	Active Board (Smart board)	$ 2,170.00	Jun-03	SIS	Surplus
99006947	Scanner, Test Scoring	$ 759.22	Oct-09	SIS	Surplus
99002422	Copier	$ 2,817.03	Dec-01	BHS	Surplus
99005586	Scanner, Media	$ 1,812.14	Jul-06	BHS	Surplus
99002342	Sewing Machine	$ 1,495.00	Jul-95	BHS	Surplus
99002421	Printer	$ 952.97	Dec-01	BHS	Surplus
99001689	Embroidery Machine	$ 910.00	Jul-95	BHS	Surplus
99004162	Proofing Holding Cabinet	$ 2,050.00	Oct-00	BHS	Surplus
99004164	Proofing Holding Cabinet	$ 2,050.00	Oct-00	BHS	Surplus
99004163	Proofing Holding Cabinet	$ 2,050.00	Oct-00	BHS	Surplus
99004161	Holding Cabinet	$ 2,050.00	Oct-00	BHS	Surplus
99002747	Buffer	$ 750.00	Oct-02	BHS	Surplus
99007204	Computer, Laptop	$ 990.00	Jun-10	BHS	Surplus
99006920	Macbook	$ 932.00	Oct-09	BHS	Surplus
99006922	Macbook	$ 932.00	Oct-09	BHS	Surplus
99005115	NEC VT SVGA Lumens	$ 895.00	Jul-05	BHS	Surplus
99001747	Batting Cage	$ 1,000.56	Feb-99	BHS	Surplus
99001748	Batting Cage	$ 796.00	Nov-97	BHS	Surplus
99002762	Batting Cage	$ 750.00	Nov-02	BHS	Surplus

SUWANNEE COUNTY SCHOOL BOARD
PROPERTY DISPOSITION FORM
BOARD MEETING
JULY 2015

PROPERTY RECORD #	ITEM DESCRIPTION	ORIGINAL PURCHASE PRICE	ORIGINAL PURCHASE DATE	COST CENTER	REQUESTED DISPOSITION
TOTAL		$ 51,634.72			

Requested By: _____

Mark A. Carver,
Director of Property Records

7/28/2015
Date

Approved By: _____

Superintendent

_____

Board Chairman

SUWANNEE COUNTY SCHOOL BOARD

Serving The Children Of Our Community

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

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
Josh Williams, Director of Technology

DATE: July 13, 2015

RE: Agenda Item for July 28, 2015, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following contracts:

#2016-61 Gateway Educational Computing Consultants Project Resolution and Contract for District Participation – The District School Board of Suwannee County adopting an agreement made by and between the School Board of Washington County for the Panhandle Area Educational Consortium (PAEC) and the District School Board of Suwannee County. (Renewal)

#2016-62 PAEC Student Data Services Resolution and Contract for District Participation – The District School Board of Suwannee County adopting an agreement made by and between the School Board of Washington County for the Panhandle Area Educational Consortium (PAEC) and PAEC Student Data Services and the District School Board of Suwannee County. (Renewal)

BACKGROUND:

The District School Board of Suwannee County is a participating district with the Panhandle Area Educational Consortium (PAEC). These resolutions continue the District's participation ensuring support and access to PAEC's finance and student systems.

These agreements have been reviewed and approved by Mr. Leonard Dietzen, Suwannee County School Board attorney.

PAEC

GATEWAY EDUCATIONAL COMPUTING CONSULTANTS PROJECT
RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION

A resolution of **THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA,** hereinafter referred to as District School Board, adopting an agreement made by and between **THE SCHOOL BOARD OF WASHINGTON COUNTY, FLORIDA,** fiscal agent for **THE PANHANDLE AREA EDUCATIONAL CONSORTIUM (PAEC)** and **THE DISTRICT SCHOOL BOARD,** for the rendering of services and benefits described in this resolution.

WHEREAS, THE DISTRICT SCHOOL BOARD, has the power and the duty among other responsibilities to cooperate with other agencies in joint projects when it is to the best interest of taxpayers and for the best interest of the educational system and the school children of the school district, and

WHEREAS, the following PAEC member and participating districts Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Liberty, Madison, Nassau, Suwannee, Taylor, Wakulla, Walton, Washington counties hereby agree to participate in the Gateway Educational Computing Consultants Project, and

WHEREAS, the PAEC is operated in compliance with all Florida Statutes and State Board of Education Administrative Rules, with all charges and assessments for services being made as approved by the Board of Directors of PAEC as extended to include all the superintendents of districts participating in the Gateway Project.

I. SERVICES TO DISTRICTS. The general services to be provided by Gateway are:

A. Contracting for software updates, maintenance, and technical assistance.
B. Application of software updates implemented at Northwest Regional Data Center.
C. Training of district personnel with regard to:
   1. Initial and continuing implementation of system
   2. Operational changes required by software updates
   3. Operational changes per requirements of the Florida Department of Education.
D. On-site and telephone consultation to provide technical assistance and problem correction.
E. Technical assistance in the maintenance of disk and tape files to provide long-term records
F. Technical assistance in the operation of data processing equipment necessary to operate the system.
G. Maintenance of disk packs required for software libraries and online user files.
H. Technical assistance in providing required automated data tapes to DOE.
I. Maintenance of system job control language (JCL) required for the execution of software and changes necessary to the execution of district or institution level jobs within the application of the system.
J. Technical assistance in support of district processes at outside organizations and/or companies where the data being used originates from within the Gateway system. In order to provide this assistance, the districts authorize Gateway to have access to the data stored on such outside systems.
K. Other services recommended by the extended PAEC Board of Directors for the Gateway Educational Computing Consultants Project and approved by the fiscal agent.

II. DISTRICT FINANCIAL PARTICIPATION. The DISTRICT SCHOOL BOARD, will pay for services received through participation in the Gateway Project. All assessments will be based on actual costs incurred, prorated among participating school districts on the base plus unweighted FTE basis. This contribution shall be the total obligation of each school district unless additional assessments are required by PAEC Extended Board of Directors' action. Payment must be made by the participating district and received by the fiscal agent by August 15.

III. TERMS OF AGREEMENT. The term of this agreement with the Gateway/PAEC Project shall commence as of July 1, 2015 and shall end on June 30, 2016. Each school district entering into the Gateway/PAEC Project shall do so effective July 1, 2015 unless specified to the contrary.

IV. TERMINATION OF AGREEMENT. Any participant may withdraw from this agreement by written notification to the PAEC Executive Director one year prior to withdrawal.

V. **ADMINISTRATIVE/STAFFING.** The Gateway/PAEC Project is administered under the PAEC Board of Directors extended to include the superintendents from non-PAEC districts participating in the Gateway Project, with each participating district having one (1) vote. Five (5) voting members present will constitute a quorum. Washington County School Board shall serve as Fiscal Agent and District of Record. The Gateway staff will be under the supervision of the PAEC Executive Director and function as a part of the consortium staff. The Gateway PAEC Project shall contribute its pro rata share of the PAEC/Fiscal Agent Annual Agreement, Annual Employee Termination Benefits Plan and PAEC Overhead Funding Plan.

Each district superintendent shall appoint a representative to serve on the Advisory Committee. This committee shall assist the Executive Director in the overall management of the project. Recommendations from this committee shall be presented to the PAEC Extended Board for official action.

VI. **EQUIPMENT PURCHASES AND TRANSFERS.** The equipment transferred from the former district of record, the School Board of Bay County, will be vested in Washington County School Board according to the present PAEC Agreement. If the Gateway Project is transferred to another District of Record, all equipment purchased with Gateway Project funds will be transferred to the new district upon approval of the PAEC Extended Board of Directors.

For the above described services, **THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA**, agrees to pay **THE SCHOOL BOARD OF WASHINTON COUNTY, FLORIDA**, Fiscal Agent and District of Record for **THE GATEWAY EDUCATIONAL COMPUTING CONSORTIUM PROJECT**, the sum of **$21,424.11**, payable upon completion of this resolution.

APPROVED:

Resolved in a Regular Session of the Suwannee School District on this _____ day of _____, 2015.

Milton Brown, Board Chairman
School Board of Washington County

Date: _____

Ed DaSilva, Board Chairman
School Board of Suwannee County

Date: _____

Superintendent Herbert J. Taylor
School Board of Washington County

Date: _____

Jerry Scarborough, Superintendent
School Board of Suwannee County

Date: _____

Lele Sobey, Interim Executive Director
Panhandle Area Educational Consortium

Date: _____

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

BOD date: May 14, 2015
WCSB date: June 8, 2015

2

PAEC STUDENT DATA SERVICES
RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION

A resolution of **THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA,** pursuant to Florida Statutes 1001.42 and Florida State Board of Education Administrative Rule 6A-1.099, adopting an agreement made by and between **THE SCHOOL BOARD OF WASHINGTON COUNTY, FLORIDA,** fiscal agent for **THE PANHANDLE AREA EDUCATIONAL CONSORTIUM (PAEC) and PAEC STUDENT DATA SERVICES** and **THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY FLORIDA,** has been reviewed by both parties. It is the decision of these participants that the resolution for rendering of services and benefits shall commence as of July 1, 2015 and shall end on June 30, 2016.

WHEREAS, THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY FLORIDA has the power and the duty among other responsibilities to cooperate with other agencies in joint projects when it is to the best interest of taxpayers and for the best interest of the education system and the school children of the participant, AND

WHEREAS, THE DISTRICT SCHOOL BOARDS OF CALHOUN, FRANKLIN, GULF, HOLMES, JEFFERSON, LIBERTY, MADISON, SUWANNEE, TAYLOR, WAKULLA, WALTON , WASHINGTON COUNTIES, FAMU DEVELOPMENTAL RESEARCH SCHOOL and FLORIDA ATLANTIC UNIVERSITY SCHOOLS hereby establish and agree to participate in PAEC Student Data Services, AND

WHEREAS, the Consortium is operated in compliance with all Florida Statutes and State Board of Education Administrative Rules, with all charges and assessments for services being made as recommended by the PAEC Student Data Services Advisory Committee and approved by the extended Board of Directors of PAEC STUDENT DATA SERVICES.

THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto contract and agree as follows:

I. SERVICES TO DISTRICT. The specific needs, which will be met by consortium activity, are:

A. Compliance with Department of Education (DOE) database and reporting requirements.

B. Telephone and/or on-site consultation with only primary and/or backup contact to provide technical assistance to any Student Data Services application related problem.

C. Training of district personnel with regards to:

1. Implementation, use, and maintenance of student information system
2. Selected North West Regional Data Center (NWRDC) batch applications
3. Pertinent system activity and procedures involving the Student Data Services system
4. Quarterly Training sessions of pertinent system activity and procedures involving the Student Data System
5. Maintenance of historical data resources directly related to the Student Data Services system
6. Other specific needs recommended by the Advisory Committee of the PAEC Student Data Services and approved by the PAEC extended Board of Directors.

D. Develop, implement, maintain and update district/consortium/institution level online and batch software for use within Student Data Services information system as deemed reasonable and appropriate by the Advisory Committee and approved by the PAEC extended Board of Directors.

E. Provide primary and conversion files for present and future student information systems.

F. Operates as point of contact for any issues arising with the FOCUS student system.

II. DISTRICT RESPONSIBILITIES

A. Superintendent will appoint one representative to serve on the Advisory Committee and that person will serve as the primary contact (POC) between PAEC and district.
B. POCs will designate backup(s).
C. Provide accurate and clean data.
D. Responsible for attending conference calls and trainings.
E. Responsible for troubleshooting before reporting and providing clear and concise examples when reporting issues.
F. Responsible for importing data (i.e. test scores) into system.
G. Responsible for facilitating internal training to district personnel.

III. PARTICIPANTS FINANCIAL PARTICIPATION. THE DISTRICT SCHOOL BOARD OF FLORIDA ATLANTIC UNIVERSITY SCHOOLS, will pay for services received through participating in the Consortium. All assessments will be based on actual costs incurred, prorated among participants on the base plus unweighted FTE basis. Each participant hereby agrees to contribute to the **DISTRICT OF RECORD, THE DISTRICT SCHOOL BOARD OF WASHINGTON COUNTY,** a base sum plus a sum per unweighted FTE and Workforce Development Information System (WDIS) as per the previous year's enrollment. This contribution shall be the total obligation of each participant during the agreement year.

IV. TERMS OF AGREEMENT. The term of this agreement with PAEC Student Data Services shall commence as of July 1 of each school year and shall end on June 30 of each school year or on/after renewal of subsequent year contract/participation agreement. Each participant entering into PAEC Student Data Services shall do so effective July 1 unless specified to the contrary. Payment must be made by the participant and received by the fiscal agent by August 15.

V. TERMINATION OF AGREEMENT.

A. WITHDRAWAL BY PARTICIPANT

Any participant may withdraw from this agreement by written notification to the PAEC Executive Director one year prior to withdrawal.

B. WITHDRAWAL BY CONSORTIUM

The Board of Directors of PAEC Student Data Services may decline to provide services to a participant because of failure to:

- Sign and return annual participation agreement/contract and payment before September 1
- Provide proof of agreement with the UNIVERSITY by September 1 (this only applies to DRS schools)
- Perform MIS duties efficiently
- Consistently meet state reporting deadlines
- Provide qualified district level contacts

C. WITHDRAWAL BY FISCAL AGENT

The fiscal agent must provide written notification by certified mail to the Superintendent/DRS Director of each participating district if services are to be discontinued. Notification must be received at least one full school year before the existing contract/participation agreement expires.

VI. ADMINISTRATIVE/STAFFING. PAEC STUDENT DATA SERVICES is administered under the PAEC extended Board of Directors. Washington County Schools will serve as the Fiscal Agent and District of Record. PAEC STUDENT DATA SERVICES staff will be under the supervision of the PAEC Executive Director and function as part of the consortium staff. PAEC STUDENT DATA SERVICES shall have an Advisory Committee. The Committee shall assist

the Executive Director in the overall management of PAEC STUDENT DATA SERVICES. The Advisory Committee shall consist of one (1) voting member from each district, appointed by the district Superintendent. A quorum must be present to take action. The Committee will have a chair and a co-chair which will serve two (2) year terms on alternating rotations. The chair and co-chair will be elected by the Committee and approved by the PAEC extended Board of Directors. Additionally, the Student Data Services project shall contribute its pro-rata share of the annual Employee Termination Benefits Plan and PAEC Overhead Funding Plan.

VII. FUNDING. This agreement is subject to availability of funds duly appropriated by the Florida Legislature in accordance with Section 287.0582, Florida Statutes or provided by a funding agency or sponsored program.

VIII. RESOLUTION OF DISAGREEMENTS. Pursuant to Section 6.1099(1), Florida Administrative Code, any disagreements, which cannot be satisfactorily resolved by the Parties to this agreement, may be referred to the Secretary of Education whose decision shall be binding on all cooperating boards.

For the above described services, **THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY FLORIDA**, agrees to pay **THE DISTRICT SCHOOL BOARD OF WASHINGTON COUNTY, FLORIDA**, fiscal agent and District of Record for **PAEC and PAEC STUDENT DATA SERVICES**, the sum of $28,592.01, payable upon completion of this resolution.

APPROVED:

Resolved in a Regular Session of the Suwannee School District on this _____ day of _____, 2015.

_____
Milton Brown, Board Chairman
School Board of Washington County

Date: _____

_____
Ed DaSilva, Board Chairman
School Board of Suwannee County

Date: _____

_____
Herbert J. Taylor, Superintendent
School Board of Washington County

Date: _____

_____
Jerry Scarborough, Superintendent
School Board of Suwannee County

Date: _____

_____
Lele Sobey, Interim Executive Director
Panhandle Area Educational Consortium

Date: _____

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

BOD date: May 14, 2015
WCSB date: June 8, 2015

SUWANNEE–
HAMILTON
TECHNICAL CENTER

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools

FROM: Walter Boatright, Jr., Principal, RiverOak Technical College

THRU: Vickie Music DePratter, Chief Financial Officer
Ted Roush, Assistant Superintendent for Administration

DATE: July 7, 2015

RE: Agenda Items for July 28, 2015, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following contracts/agreements:
REVISED/RENEWALS

#2016-63 Shands Live Oak – Surge Tech
#2016-64 Shands Lake Shore – Surge Tech
#2016-65 Lake City Surgery Center – Surge Tech
#2016-66 Doctor's Memorial Hospital – Surge Tech
#2016-67 Lake City Medical Center – Surge Tech
#2016-68 Anjana Rana MD & Brij Rana MD – Medical Secretary
#2016-69 Lake City Medical Center – Medical Secretary
#2016-70 Horizon Pediatrics – Medical Secretary
#2016-71 Shands Medical Group – Medical Secretary
#2016-72 Advent Christian Village – Medical Secretary
#2016-78 North Florida Career Pathway Consortium for Madison County School District

BACKGROUND:

The above listed agreements will provide clinical observations and training sites for students enrolled in the programs at RiverOak Technical College.

AFFILIATION AGREEMENT

This Agreement is entered into on July 28, 2015, between the Suwannee County School Board (SCSB) and Live Oak HMA, LLC, d/b/a Shands Live Oak Regional Medical Center (Clinical Site).

Whereas, SCSB, through the RiverOak Technical College (RTC), operates a Surgical Technology program for qualified students preparing to be Surgical Technologist; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Surgical Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Surgical Technology Program Director

1.1 The Program Director shall design and coordinate a clinical rotation program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less that six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Surgical Technology Program, its curriculum content, and the assignment, teaching, supervision and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Surgical Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Surgical Technology.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, cafeteria, conference rooms, dressing rooms and/or locker or closet spaces, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures established by Association of Surgical Technicians, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Surgical Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Surgical Technology Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it

pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
702 2nd Street, NW
Live Oak, Florida 32064

By:_____
Jerry A. Scarborough
Superintendent of Schools

By:_____
Ed daSilva, Chairman
Suwannee County School Board

Live Oak HMA, LLC, d/b/a
Shands Live Oak Regional Medical Center
1100 11th Street SW
Live Oak, FL 32060

By:_____

By:_____

"Approved as to Form and Sufficiency

BY_____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

AFFILIATION AGREEMENT

This Agreement is entered into on July 28, 2015, between the Suwannee County School Board (SCSB) and Lake Shore HMA, LLC d/b/a Shands Lake Shore, Lake City, FL (Clinical Site).

Whereas, SCSB, through the RiverOak Technical College (RTC), operates a Surgical Technology program for qualified students preparing to be Surgical Technologist; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Surgical Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Surgical Technology Program Director

1.1 The Program Director shall design and coordinate a clinical rotation program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less that six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Surgical Technology Program, its curriculum content, and the assignment, teaching, supervision and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Surgical Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Surgical Technology.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, cafeteria, conference rooms, dressing rooms and/or locker or closet spaces, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures established by Association of Surgical Technicians, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Surgical Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Surgical Technology Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it

pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
702 2nd Street, NW
Live Oak, Florida 32064

By:_____
Jerry A. Scarborough
Superintendent of Schools

By:_____
Ed daSilva, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency

BY_____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

Lake Shore HMA, LLC
d/b/a Shands Lake Shore
368 NE Franklin Street
Lake City, FL 32055

By:_____

By:_____

AFFILIATION AGREEMENT

This Agreement is entered into on July 28, 2015, between the Suwannee County School Board (SCSB) and AMERE d/b/a Lake City Surgery Center, LLC, Lake City, FL (Clinical Site).

Whereas, SCSB, through the RiverOak Technical College (RTC), operates a Surgical Technology program for qualified students preparing to be Surgical Technologist; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Surgical Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Surgical Technology Program Director

1.1 The Program Director shall design and coordinate a clinical rotation program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less that six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Surgical Technology Program, its curriculum content, and the assignment, teaching, supervision and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Surgical Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Surgical Technology.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, cafeteria, conference rooms, dressing rooms and/or locker or closet spaces, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures established by Association of Surgical Technicians, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Surgical Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Surgical Technology Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it

pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
702 2nd Street, NW
Live Oak, Florida 32064

By:_____
Jerry A. Scarborough
Superintendent of Schools

By:_____
Ed daSilva, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency

BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

AMERE
d/b/a Lake City Surgery Center, LLC
404 NW Hall of Fame Drive
Lake City, FL 32055

By:_____

By:_____

AFFILIATION AGREEMENT

This Agreement is entered into on July 28, 2015, between the Suwannee County School Board (SCSB) and Doctor's Memorial Hospital Inc., Perry, FL (Clinical Site).

Whereas, SCSB, through the RiverOak Technical College, (RTC), operates a Surgical Technology program for qualified students preparing to be Surgical Technologist; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Surgical Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Surgical Technology Program Director

1.1 The Program Director shall design and coordinate a clinical rotation program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less that six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Surgical Technology Program, its curriculum content, and the assignment, teaching, supervision and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 Suwannee Hamilton Technical Center agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Surgical Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Surgical Technology.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, cafeteria, conference rooms, dressing rooms and/or locker or closet spaces, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures established by Association of Surgical Technicians, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Surgical Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Surgical Technology Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

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6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it

pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
702 2nd Street, NW
Live Oak, Florida 32064

By:_____
Jerry A. Scarborough
Superintendent of Schools

By:_____
Ed daSilva, Chairman
Suwannee County School Board

Doctor's Memorial Hospital Inc.
333 N. Byron Butler Pkwy
Perry, Florida 32347

By:_____

By:_____

"Approved as to Form and Sufficiency

BY_____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

SCHOOL AFFILIATION AGREEMENT

This Agreement is made and entered into as of July 28, 2015, by and between Suwannee County School Board and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital").

WITNESSETH:

WHEREAS, Suwannee County School Board through the RiverOak Technical College ("School") offers to enrolled students a Certificate Degree/Program in the field of Surgical Technology; and

WHEREAS, Hospital manages a comprehensive acute care medical-surgical facility; and

WHEREAS, School desires to provide to its students a clinical learning experience through the application of knowledge and clinical skills in actual patient-centered situations in a health care facility; and

WHEREAS, Hospital has agreed to make its facility available to School for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Responsibilities of School.

   (a) Clinical Program: School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

   (i) orientation of students to the clinical experience at Hospital;

   (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;

   (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;

   (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;

   (v) supervision of students and their performance at Hospital;

   (vi) participation, with the students, in Hospital's Quality Assurance and related programs;

   (vii) performance of such other duties as may from time to time be agreed to between School and Hospital.

   (viii) School shall provide adequate documentation attesting to competency of each instructor.

All students, faculty, employees, agents and representatives of School participating in the Program at Hospital (the "Program Participants") shall be accountable to the Hospital's Department.

(b) Student Statements: School shall require each Program participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

(c) Insurance:

(i) School shall, at School's own expense, with a company acceptable to School and Hospital, carry and maintain occurrence type professional liability/malpractice insurance in amounts not less than $1,000,000 per occurrence and $3,000,000 in the aggregate. If occurrence type liability insurance is not available, School shall purchase claims-made type professional liability insurance covering the same amounts.

(ii) If School shall have purchased and carried claims made professional liability/malpractice insurance during the term of this Agreement pursuant to subparagraph (i) above, School shall purchase tail professional liability/malpractice insurance coverage covering for a period of three (3) years after such termination or cancellation, to the same extent and amount as the claims made coverage, the acts and omissions of School or Service personnel upon termination of its claims made policy or School otherwise ceases to be insured.

(iii) School shall at its own expense, carry, maintain and provide workers' compensation insurance, and unemployment insurance for any and all Service personnel assigned to Hospital.

(iv) For insurance required under clauses (i) and (ii) of this paragraph (c), Hospital shall be named as an additional insured. For all insurance required by this paragraph (c), School shall require that the insurance carrier notify Hospital at least thirty (30) days in advance of any cancellation or modification of such insurance policy. In each instance, the insurance carrier shall be reasonably acceptable to Hospital. Service shall provide to hospital, upon request, certificates of insurance evidencing the above coverage and renewals thereof.

(d) Health of Participants: School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation, in case of illness or injury while participating in the Program at Hospital. In no event shall hospital be financially or otherwise responsible for said medical care and treatment.

(e) Dress Code; Breaks: School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. All Program Participants shall remain on the Hospital premises for breaks, including meals. Program Participants shall pay for their own meals at Hospital.

(f) General Standards: All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform their duties and services hereunder in accordance with all relevant local, state and federal laws, and shall comply with the standards and guidelines of all applicable accrediting bodies and the Bylaws and rules and regulations of Hospital, and any rules and regulations of School as may be

in effect from time to time. Neither School nor any Program participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein. School shall assign to Hospital students who have completed sufficient classroom and other course work to allow students meaningful participation in a clinical experience and so that the students can participate in the Program without disruption to patient care or any other Hospital operations.

(g) School Status. School represents and warrants to Hospital that the School and its students providing services hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Hospital of any change in status of the representation and warranty set forth in this section. Any breach of this Section 1 shall give Hospital the right to immediately terminate this Agreement for cause.

(h) Background Checks. School represents that it will timely conduct (or will timely have conducted), at the School's expense, a background check on each and every student assigned to the Program and on each and every member of the staff/faculty who is responsible for supervision and/or instruction of said student(s) at the hospital. Said background check shall include, at a minimum, the following:

i. Social Securty number verification,
ii. Seven Year Nationwide Felony and Related Misdemeanor Criminal Record search,
iii. Two Standard Employment History References,
iv. HHS/OIG List of Excluded Individuals/Entities – GSA List of Parties Excluded from Federal Programs,
v. Education verification (Highest Degree Received),
vi. One Professional Licensure Verification - Professional Disciplinary Action Check, and
vii. Certification & Designation Check

A satisfactory report from the background check must be submitted to the Hospital prior to the student and/or faculty/staff member participating in the Program.

2. Responsibilities of Hospital.

(a) Hospital shall accept the students assigned to the Program by School and reasonably cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide reasonable opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations, as determined by Hospital in its sole discretion. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all time retain ultimate control of the Hospital and responsibility for patient care.

(b) Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants, and shall indemnify and hold harmless Hospital for any expense or claim incurred by Hospital as a result of Hospital's assistance hereunder.

3. Withdrawal of Program Participant.

Hospital may request School to withdraw or dismiss a student of other Program Participant from the Program at Hospital when his/her clinical performance is unsatisfactory to Hospital or his/her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. It is understood that only School can dismiss the Program Participant from the Program at Hospital.

4. Independent Contractor; No Other Beneficiaries.

The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits.

No student or other third person is entitled to, and shall not, receive any rights under this Agreement.

5. Confidentiality.

School and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and its operations and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital.

6. Indemnification.

School shall indemnify and hold harmless Hospital and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School or any of its faculty, students, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Hospital shall indemnify School against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by School in defending or compromising actions brought against School arising out of or related to the Hospital's performance of duties hereunder.

7. Records.

Any records that are generated as part of the students' participation in the Program at the Hospital as it relates to patient care shall be the property of Hospital. The School and its students agree to not remove any medical records from the Hospital.

The Hospital assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

8. Term; Termination.

(a) The initial term of this Agreement shall be one (1) year, commencing July 28, 2015. At the end of said initial term, unless otherwise terminated as provided herein, this Agreement may be renewed for one year successive terms upon mutual agreement of the parties.

(b) Except as otherwise provided herein, either party may terminate this Agreement at any time upon at least sixty (60) days written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion no to exceed twelve (12) months.

9. Entire Agreement.

This Agreement and its accompanying Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement shall not be modified or amended except by mutual written agreement. All continuing covenants, duties, and obligations shall survive the expiration or termination of this Agreement.

10. Severability.

If any provisions of this Agreement are held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

11. Captions.

The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

12. No Waiver.

Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

13. Governing Law.

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County in the court of appropriate jurisdiction.

14. Assignment; Binding Effect.

The parties may not assign or transfer any of their rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

15. Notices.

All notices, requests, demands or other communications hereunder shall be in writing, delivered personally, by registered or certified mail, return receipt requested, or by overnight mail by a reputable overnight carrier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital:
Lake City Medical Center
340 NW Commerce Drive
Lake City, FL 32055
Attention: Chief Executive Officer

If to School Board:
Suwannee County School Board
702 2nd Street, NW
Live Oak, FL 32064
Attention: Jerry A. Scarborough

With copy to School:
RiverOak Technical College
415 SW Pinewood Drive
Live Oak, FL 32064
Attention: Ann Warner

With copy to:
Leonard J. Dietzen, III
Rumberger, Kirk and Caldwell, P.A.
P. O. Box 10507
Tallahassee, FL 32302-2507

or to such other persons or places as either party may from time to time designate by written notice to the other.

16. HIPAA Requirements

The School shall direct its students to comply with the policies and procedures of Hospital, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the students' role in relation to the use and disclosure of Hospital's protected health information, the students are defined as members of the Hospital's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the students are not and shall not be considered to be employees of Hospital.

17. Civil Rights.

Each party agrees to comply with Title VI of the Civil Rights of 1964 and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services (45 C.F.R. Part 80, as amended from time to time) issues pursuant to that Title, to the end that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which federal funds are used in support of the respective party's activities.

18. Sovereign Immunity.

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

19. Public Records

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove written.

ATTEST:

_____

"Approved as to Form and Sufficiency

BY_____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

SUWANNEE COUNTY SCHOOL BOARD:

By: _____
Print Name: Ed daSilva
Title: Chairman
Date: _____

By: _____
Print Name: Jerry A. Scarborough
Title: Superintendent
Date: _____

HOSPITAL:

Notami Hospitals of Florida Inc.
d/b/a Lake City Medical Center

By: _____
Print Name: _____
Title: Chief Executive Officer
Date: _____

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form or experience in evaluation and treatment of patients of Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital"), the undersigned, and his/her heirs, successors and/or assigns does hereby covenant and agree to be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by RiverOak Technical College School Program [Name of School/University/Institute/etc.] at Hospital unless such injury or loss arises out of Hospital's negligence or misconduct.

Dated this _____ day of _____, 20____.

_____

Program Participant

WITNESS:

_____

Print Name: _____

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal and state laws and regulations and the Agreement between RiverOak Technical College ("School") and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital") to keep confidential information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient, and further agrees not to reveal to any third party any confidential information of Hospital.

Dated this _____ day of _____, 20___.

_____
Program Participant

WITNESS:

_____

Print Name: _____

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

ANJANA RANA, MD
BRIJ RANA, MD

JASPER, FLORIDA

This Agreement is entered into on July 28, 2015, between the Suwannee County School Board (SCSB) and Dr. Anjana Rana, MD and Dr. Brij Rana, MD, Jasper, FL (Healthcare Agency).

Whereas, SCSB, through the RiverOak Technical College (RTC), operates a Medical Secretary program for qualified students preparing to be Medical Secretaries; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Medical Secretary students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning July 28, 2015 through June 30, 2016; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to provide proof of accident insurance.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Medical Secretary Program through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC

2. Students shall be selected for the program by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. Students will meet emplopyment conditions, including criminal background checks and drug testing.

6. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance

about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

7 To be responsible for the educational supervision of students in the program.

8. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.

9 Maintain individual records of classes, student activities, and competencies.

10. Maintain strict confidentiality regarding all patient-centered information.

11. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

V. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VI. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in

45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

VII. GOVERNING LAW AND VENUE

1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

1.

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD

Live Oak, Florida

BY: _____ DATE: _____

Jerry A. Scarborough
Superintendent of Schools

BY: _____ DATE: _____

Ed daSilva, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

ANJANA RANA, MD
BRIJ RANA, MD

Jasper, Florida

BY: _____ DATE: _____

TITLE: _____

SCHOOL AFFILIATION AGREEMENT

This Agreement begins on July 28, 2015, by and between Suwannee County School Board and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital").

WITNESSETH:

WHEREAS, Suwannee County School Board through the RiverOak Technical College ("School") offers to enrolled students a Certificate Degree/Program in the field of **Medical Secretary**; and

WHEREAS, Hospital manages a comprehensive acute care medical-surgical facility; and

WHEREAS, School desires to provide to its students a clinical learning experience through the application of knowledge and clinical skills in actual patient-centered situations in a health care facility; and

WHEREAS, Hospital has agreed to make its facility available to School for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Responsibilities of School.

   (a) Clinical Program: School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

   (i) orientation of students to the clinical experience at Hospital;

   (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;

   (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;

   (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;

   (v) supervision of students and their performance at Hospital;

   (vi) participation, with the students, in Hospital's Quality Assurance and related programs;

   (vii) performance of such other duties as may from time to time be agreed to between School and Hospital.

   (viii) School shall provide adequate documentation attesting to competency of each instructor.

All students, faculty, employees, agents and representatives of School participating in the Program at Hospital (the "Program Participants") shall be accountable to the Hospital's Department.

(b) Student Statements: School shall require each Program participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

(c) Insurance:

(i) School shall, at School's own expense, with a company acceptable to School and Hospital, carry and maintain occurrence type professional liability/malpractice insurance in amounts not less than $1,000,000 per occurrence and $3,000,000 in the aggregate. If occurrence type liability insurance is not available, School shall purchase claims-made type professional liability insurance covering the same amounts.

(ii) If School shall have purchased and carried claims made professional liability/malpractice insurance during the term of this Agreement pursuant to subparagraph (i) above, School shall purchase tail professional liability/malpractice insurance coverage covering for a period of three (3) years after such termination or cancellation, to the same extent and amount as the claims made coverage, the acts and omissions of School or Service personnel upon termination of its claims made policy or School otherwise ceases to be insured.

(iii) School shall at its own expense, carry, maintain and provide workers' compensation insurance, and unemployment insurance for any and all Service personnel assigned to Hospital.

(iv) For insurance required under clauses (i) and (ii) of this paragraph (c), Hospital shall be named as an additional insured. For all insurance required by this paragraph (c), School shall require that the insurance carrier notify Hospital at least thirty (30) days in advance of any cancellation or modification of such insurance policy. In each instance, the insurance carrier shall be reasonably acceptable to Hospital. Service shall provide to hospital, upon request, certificates of insurance evidencing the above coverage and renewals thereof.

(d) Health of Participants: School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation, in case of illness or injury while participating in the Program at Hospital. In no event shall hospital be financially or otherwise responsible for said medical care and treatment.

(e) Dress Code; Breaks: School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. All Program Participants shall remain on the Hospital premises for breaks, including meals. Program Participants shall pay for their own meals at Hospital.

(f) General Standards: All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform their duties and services hereunder in accordance with all relevant local, state and federal laws, and shall comply with the standards and guidelines of all applicable accrediting bodies and the Bylaws and rules and regulations of Hospital, and any rules and regulations of School as may be

in effect from time to time. Neither School nor any Program participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein. School shall assign to Hospital students who have completed sufficient classroom and other course work to allow students meaningful participation in a clinical experience and so that the students can participate in the Program without disruption to patient care or any other Hospital operations.

(g) School Status. School represents and warrants to Hospital that the School and its students providing services hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Hospital of any change in status of the representation and warranty set forth in this section. Any breach of this Section 1 shall give Hospital the right to immediately terminate this Agreement for cause.

(h) Background Checks. School represents that it will timely conduct (or will timely have conducted), at the School's expense, a background check on each and every student assigned to the Program and on each and every member of the staff/faculty who is responsible for supervision and/or instruction of said student(s) at the hospital. Said background check shall include, at a minimum, the following:

i. Social Securty number verification,
ii. Seven Year Nationwide Felony and Related Misdemeanor Criminal Record search,
iii. Two Standard Employment History References,
iv. HHS/OIG List of Excluded Individuals/Entities – GSA List of Parties Excluded from Federal Programs,
v. Education verification (Highest Degree Received),
vi. One Professional Licensure Verification - Professional Disciplinary Action Check, and
vii. Certification & Designation Check

A satisfactory report from the background check must be submitted to the Hospital prior to the student and/or faculty/staff member participating in the Program.

2. Responsibilities of Hospital.

(a) Hospital shall accept the students assigned to the Program by School and reasonably cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide reasonable opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations, as determined by Hospital in its sole discretion. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all time retain ultimate control of the Hospital and responsibility for patient care.

(b) Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants, and shall indemnify and hold harmless Hospital for any expense or claim incurred by Hospital as a result of Hospital's assistance hereunder.

3. Withdrawal of Program Participant.

Hospital may request School to withdraw or dismiss a student of other Program Participant from the Program at Hospital when his/her clinical performance is unsatisfactory to Hospital or his/her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. It is understood that only School can dismiss the Program Participant from the Program at Hospital.

4. Independent Contractor; No Other Beneficiaries.

The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits.

No student or other third person is entitled to, and shall not, receive any rights under this Agreement.

5. Confidentiality.

School and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and its operations and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital.

6. Indemnification.

School shall indemnify and hold harmless Hospital and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School or any of its faculty, students, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Hospital shall indemnify and hold harmless School and its representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the Hospital or any of its agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements.

7. Public Records

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

8. Records.

Any records that are generated as part of the students' participation in the Program at the Hospital as it relates to patient care shall be the property of Hospital. The School and its students agree to not remove any medical records from the Hospital.

The Hospital assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

9. Term; Termination.

(a) The initial term of this Agreement shall be one (1) year, commencing July 28, 2015. At the end of said initial term, unless otherwise terminated as provided herein, this Agreement may be renewed for one year successive terms upon mutual agreement of the parties.

(b) Except as otherwise provided herein, either party may terminate this Agreement at any time upon at least sixty (60) days written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion no to exceed twelve (12) months.

10. Entire Agreement.

This Agreement and its accompanying Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement shall not be modified or amended except by mutual written agreement. All continuing covenants, duties, and obligations shall survive the expiration or termination of this Agreement.

11. Severability.

If any provisions of this Agreement are held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

12. Captions.

The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

13. No Waiver.

Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

14. Governing Law.

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County in the court of appropriate jurisdiction.

15. Assignment; Binding Effect.

The parties may not assign or transfer any of their rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

16. Notices.

All notices, requests, demands or other communications hereunder shall be in writing, delivered personally, by registered or certified mail, return receipt requested, or by overnight mail by a reputable overnight carrier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital:
Lake City Medical Center
340 NW Commerce Drive
Lake City, FL 32055
Attention: Chief Executive Officer

If to School Board:
Suwannee County School Board
702 2nd Street, NW
Live Oak, FL 32064
Attention: Jerry A. Scarborough

With copy to School:
RiverOak Technical College
415 SW Pinewood Drive, SW
Live Oak, FL 32064
Attention: Ann Warner

With copy to:
Leonard J. Dietzen, III
Rumberger, Kirk and Caldwell, P.A.
P. O. Box 10507
Tallahassee, FL 32302-2507

or to such other persons or places as either party may from time to time designate by written notice to the other.

17. HIPAA Requirements.

The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501)

or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

The School shall direct its students to comply with the policies and procedures of Hospital, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the students' role in relation to the use and disclosure of Hospital's protected health information, the students are defined as members of the Hospital's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the students are not and shall not be considered to be employees of Hospital.

18. Civil Rights.

Each party agrees to comply with Title VI of the Civil Rights of 1964 and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services (45 C.F.R. Part 80, as amended from time to time) issues pursuant to that Title, to the end that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which federal funds are used in support of the respective party's activities.

19. Sovereign Immunity.

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove written.

ATTEST:

_____

"Approved as to Form and Sufficiency

BY_____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

SUWANNEE COUNTY SCHOOL BOARD:

By: _____
Print Name: Ed daSilva
Title: Chairman
Date: _____

By: _____
Print Name: Jerry A. Scarborough
Title: Superintendent
Date: _____

HOSPITAL:

Notami Hospitals of Florida Inc.
d/b/a Lake City Medical Center

By: _____
Print Name: _____
Title: Chief Executive Officer
Date: _____

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form or experience in evaluation and treatment of patients of Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital"), the undersigned, and his/her heirs, successors and/or assigns does hereby covenant and agree to be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by RiverOak Technical College School Program [Name of School/University/Institute/etc.] at Hospital unless such injury or loss arises out of Hospital's negligence or misconduct.

Dated this _____ day of _____, 20____.

_____
Program Participant

WITNESS:

_____

Print Name: _____

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal and state laws and regulations and the Agreement between RiverOak Technical College ("School") and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital") to keep confidential information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient, and further agrees not to reveal to any third party any confidential information of Hospital.

Dated this _____ day of _____, 20___.

_____
Program Participant

WITNESS:

_____

Print Name: _____

SCSB 2016-70 (REVISED/RENEWAL)

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

AMBER S. INGRAM
d/b/a HORIZON PEDIATRICS, LLC

Live Oak, FL

This Agreement begins on July 28, 2015, between the Suwannee County School Board (SCSB) and Amber S. Ingram, d/b/a Horizon Pediatrics, LLC, Live Oak, FL (Healthcare Agency).

Whereas, SCSB, through the RiverOak Technical Center (RTC), operates a Medical Secretary program for qualified students preparing to be Medical Secretaries; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Medical Secretary students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 28, 2015 through June 30, 2016; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to provide proof of accident insurance.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Medical Secretary Program through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC

2. Students shall be selected for the program by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. Students will meet emplopyment conditions, including criminal background checks and drug testing.

6. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance

about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

7 To be responsible for the educational supervision of students in the program.

8. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.

9 Maintain individual records of classes, student activities, and competencies.

10. Maintain strict confidentiality regarding all patient-centered information.

11. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. PUBLIC RECORDS

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

VIII. GOVERNING LAW AND VENUE

1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD

Live Oak, Florida

BY: _____ DATE: _____
Jerry A. Scarborough
Superintendent of Schools

BY: _____ DATE: _____
Ed daSilva, Chairman
Suwannee County School Board

AMBER S. INGRAM
d/b/a HORIZON PEDIATRICS, LLC

Live Oak, Florida

BY: _____ DATE: _____

TITLE: _____

Suwannee County School Board Approved on _____.

SCSB 2016-71 (REVISED/RENEWAL)

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

LIVE OAK HMA LLC
d/b/a SHANDS MEDICAL GROUP
Live Oak, Florida

This Agreement begins on July 28, 2015, between the Suwannee County School Board (SCSB) and Live Oak HMA LLC, d/b/a Shands Medical Group, Live Oak, Florida (Healthcare Agency).

Whereas, SCSB, through the RiverOak Technical College (RTC), operates a Medical Secretary program for qualified students preparing to be Medical Secretaries; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Medical Secretary students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 28, 2015 through June 30, 2016; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to provide proof of accident insurance.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Medical Secretary Program through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC

2. Students shall be selected for the program by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. Students will meet emplopyment conditions, including criminal background checks and drug testing.

6. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance

about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

7 To be responsible for the educational supervision of students in the program.

8. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.

9 Maintain individual records of classes, student activities, and competencies.

10. Maintain strict confidentiality regarding all patient-centered information.

11. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. PUBLIC RECORDS

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

VIII. GOVERNING LAW AND VENUE

1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD

Live Oak, Florida

BY: _____ DATE: _____

Jerry A. Scarborough
Superintendent of Schools

BY: _____ DATE: _____

Ed daSilva, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency

BY_____

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

LIVE OAK HMA LLC
d/b/a SHANDS MEDICAL GROUP

Live Oak, Florida

BY: _____ DATE: _____

TITLE: _____

Suwannee County School Board Approved on _____.

SCSB 2016-72 (REVISED/RENEWAL)

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

ACV Health Services, LLC
Dowling Park, Florida

This Agreement begins on July 28, 2015, between the Suwannee County School Board (SCSB) and ACV Health Services, LLC, Dowling Park, Florida (Healthcare Agency).

Whereas, SCSB, through the RiverOak Technical College (RTC), operates a Medical Secretary program for qualified students preparing to be Medical Secretaries; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Medical Secretary students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 28, 2015 through June 30, 2016; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to provide proof of accident insurance.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Medical Secretary Program through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC

2. Students shall be selected for the program by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. Students will meet emplopyment conditions, including criminal background checks and drug testing.

6. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance

about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

7 To be responsible for the educational supervision of students in the program.

8. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.

9 Maintain individual records of classes, student activities, and competencies.

10. Maintain strict confidentiality regarding all patient-centered information.

11. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. PUBLIC RECORDS

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

VIII. GOVERNING LAW AND VENUE

1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD

Live Oak, Florida

BY: _____ DATE: _____

Jerry A. Scarborough
Superintendent of Schools

BY: _____ DATE: _____

Ed daSilva, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency

BY_____

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

ACV Health Center, LLC

Dowling Park, Florida

BY: _____ DATE: _____

TITLE: _____

Suwannee County School Board Approved on _____.

SUWANNEE COUNTY SCHOOL BOARD

Serving The Children Of Our Community

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

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 A. Scarborough, Superintendent of Schools

FROM: Elizabeth Simpson, Director of Student Services

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

DATE: July 13, 2015

RE: Agenda Item for July 28, 2015, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following contract for the 2015-2016 school year:

#2016-74	Cooperative Agreement between the School Board of Hamilton County, Florida and the School Board of Suwannee County, Florida for inter-county transfer of exceptional students between Hamilton and Suwannee Counties	*(Renewal)*

BACKGROUND:

The School Board of Hamilton County provides exceptional education services for students with varying exceptionalities from Suwannee County at Greenwood School in Hamilton County. This service is paid for with FTE and IDEA monies.

ES/ro

CONTRACTUAL AGREEMENT FOR INTER-COUNTY TRANSFER OF EXCEPTIONAL STUDENTS

This agreement entered into the 8th day of June 2015, by the School Board of Hamilton County and the School Board of Suwannee County is for the purpose of defining the responsibilities of each as it relates to exceptional students who reside in one county and attend school in the other, and delineating the conditions under which the contract shall be executed.

The agreement shall be in effect from July 1, 2015, through June 30, 2016, and may be amended during its terms of agreement upon the approval of both parties.

This agreement shall be renewed by the parties for each successive school year, provided, however, that this Agreement shall terminate, in the event that (1) there are insufficient funds available for appropriation for renewal of this Agreement or (2) either party gives notice on or before December 1 of each year for the following school year.

I. The School Board of Hamilton County agrees to make available exceptional student education services in varying exceptionalities education programs for students identified as students with disabilities, ages 3 – 21, grades prekindergarten – 12, at a site(s) in the Hamilton County School District. Those program areas for which services will be provided are Intellectual Disabilities, Autism Spectrum Disorder, and Dual Sensory Impaired and are defined as follows:

A. Intellectual Disabilities (InD), formerly profoundly mentally handicapped, is defined as significantly below average general intellectual and adaptive functioning during the developmental period, birth to 18 years of age, with significant delays in academic skills. General intellectual functioning is identified as below four standard deviations below the mean with comparable adaptive functioning.
B. Autism Spectrum Disorders (ASD), formerly autistic, is defined as a range of pervasive developmental disorders that is characterized by an uneven developmental profile and a pattern of qualitative impairments in social interaction and communication and the presence of restricted repetitive and/or stereotyped patterns of behavior, interests, or activities, which may manifest in a variety of combinations, **and** result in severe impairment.
C. Dual-Sensory Impairment (DSI), or deaf-blindness means concomitant hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational needs that they cannot be accommodated solely as deafness or blindness, **and** which is accompanied with severe intellectual disabilities.

The School Board of Suwannee County and the parents will develop an individual educational plan (IEP) for exceptional students in conjunction with the School Board of Hamilton County. As determined by the IEP, those exceptional students in need of programs, assignments, and grade levels at a site(s) included herein may be served by the School Board of Hamilton County. Only if programs, facilities and personnel are available will students be considered.

II. In providing these Special Education Programs, the School Board of Hamilton County shall be responsible for:

A. Providing and maintaining adequate and appropriate facilities to house the program(s);
B. Providing sufficient certified instructional and qualified non-instructional personnel, necessary for a quality program, including teacher, therapists, school-wide nurse and a supervisor or coordinator;

C. Notifying the School Board of Suwannee County or its Designee in any decision regarding the assignment of instructional staff in excess of the approved staffing ratio of the School Board of Hamilton County in order to provide appropriate instruction for a student from the participating district;
D. Providing necessary equipment, materials and supplies for each student, up to a maximum of $500.00 per student, as appropriate;
E. Providing all other direct and indirect services necessary to conduct a quality program, except those responsibilities specifically designated in this agreement as the responsibility of the School Board of Suwannee County;
F. Conducting annual review of the student's Individual Educational Plan (IEP) and required reevaluations, as specified in the Special Programs and Procedures for Exceptional Students;
G. Providing dismissal or reevaluation information to the ESE Department of Suwannee County; and
H. Providing for any legal costs incurred through the due process procedures as a result of implementation of the student's IEP.

III. As a participating school district, the School Board of Suwannee County shall be responsible for:

A. Providing transportation for those students from Suwannee County who are enrolled in the program. The transportation schedule shall enable students to participate in the program for at least five (5) hours or the minimum number of hours required by the Florida Department of Education;
B. Providing necessary equipment, materials and supplies for each student, as appropriate, after the $500 threshold has been met by Hamilton County. The Hamilton County School Board Designee and the Suwannee County School Board Designee will convene to finalize the purchase in order to conform to the terms and conditions of the IEP;
C. Providing evaluation information and eligibility process conducted in accordance with Florida State Board of Education Administrative Rules 6A-6.03411(2), FAC, and 6A-6.0331, FAC respectively, including but not limited to initial screening, referral, psychological, adaptive behavior, social developmental history, and medical documentation;
D. Providing the assignment and dismissal process in accordance with 6A-6.0331, FAC and 6A-6.03411(2), FAC;
E. Initiating and conducting an Individual Education Plan (IEP) meeting for transferring student in accordance with 6A-6.0334 and in conjunction with the School Board of Hamilton County;
F. Providing legal costs incurred through the due process procedure as a result of a student's assignment;
G. Adhering to the school calendar and hours designated by the School Board of Hamilton County.

IV. Pursuant to "The Florida Education Finance Act of 1973," these exceptional students shall be computed in Hamilton County's exceptional student program membership survey on the designated survey dates and shall earn the basic amount for current operation of the program as determined by the formula, FTE student membership x appropriate program cost factor x base student allocation, with all such earned monies accruing to the Hamilton County School Board for the provision of such programs and services.

After consultation between the Hamilton County School Board Designee and the Suwannee County School Board Designee, reimbursement or additional compensation shall be assessed against the School Board of Suwannee County for any cost in excess of the Florida Education Finance Program (FEFP) generated and entitlement funds upon receipt of documented additional costs, for the provision of a needed service for students, including but not limited to specialized teacher, interpreter, one-to-one teacher assistant, specialized nursing service(s), therapist or classroom support personnel required as a result of the student(s) needs.

Extended School Year (ESY) will be considered on an individual basis according to each student's IEP. When services for ESY are determined to be above the FEFP yearly allocation, then Suwannee County School Board will be responsible for the additional costs of ESY. By April 15, Hamilton County School Board Designee will notify the Suwannee County School Board Designee of any additional costs for ESY.

V. Any termination of this agreement shall not relieve the School Board of Suwannee County of reimbursement responsibilities for funds expended by Hamilton County for services provided under this agreement.

The counties shall abide by section 1001.42(4)(d)(3.), Florida Statutes, for Settlement of Disagreements.

The following designee will act as contact person for purpose of administering the agreement:

Betty Linton, Coordinator of Exceptional Student Education/Pre-K
Hamilton County School Board Designee's Name

5683 US Highway 129 South – Suite 1, Jasper, Florida 32052
Address City, State Zip

(386) 792-6515 (386) 792-6600
Phone number Fax Number

betty.linton@hamiltonfl.com
Email address

THE SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA

By: _____ Date: 6/8/15
Board Chairperson

Attest: _____ Date: 6/8/15
Superintendent

The following designee will act as contact person for purpose of administering the agreement:

Elizabeth Simpson
Suwannee County School Board Designee's Name

702 2nd Street NW	Live Oak	FL	32064
Address	City	State	Zip

386-647-4630	386-208-8687
Phone number	Fax Number

esimpson@suwannee.k12.fl.us
Email address

THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA

By:_____ Date:_____
Board Chairperson

Attest:_____ Date:_____
Superintendent

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

SUWANNEE COUNTY SCHOOL BOARD

Serving The Children Of Our Community

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

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 A. Scarborough, Superintendent of Schools

FROM: David Campbell, Director of Elementary and Early Childhood Education

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

DATE: July 14, 2015

RE: Agenda Item for the July 28, 2015, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following contract for the 2015-2016 school year.

#2016-75 School Readiness Provider Services Agreement between the Early Learning Coalition of Florida's Gateway, Inc. and Suwannee County School Board. (RENEWAL)

BACKGROUND:

The Suwannee County School Board enters into an agreement with the Early Learning Coalition of Florida's Gateway (ELC-FG) to serve eligible School Readiness preschool children who are 3 and 4 years-old. The program provides quality services to prepare children to enter Kindergarten ready to start school. The School Readiness eligible children are served at Branford Elementary School and Suwannee Primary School.

STATE OF FLORIDA
STATEWIDE SCHOOL READINESS PROVIDER CONTRACT
FORM OEL-SR 20

I. PARTIES AND TERMS OF CONTRACT

1. **Parties.** This Contract is made and entered into this 28th day of July, 2015, by and between the Early Learning Coalition of Florida's Gateway (herein referred to as "COALITION"), and Suwannee County School Board (herein referred to as "PROVIDER"), with its principal offices located at 702 2nd Street, Live Oak, Fl 32064.

   a. **Multiple Public School Locations.** If PROVIDER is a school district executing a single Contract on behalf of multiple public school School Readiness (SR) program providers, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter, PROVIDER shall include each location listed in Exhibit 1.

   b. **Multiple Private Locations.** If PROVIDER is executing a single Contract on behalf of multiple private SR provider sites within COALITION's service area, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter, PROVIDER shall include each location listed in Exhibit 1.

   c. **Employer Identification Number.** Insert PROVIDER's EIN here: 59-6000872. If PROVIDER does not have an EIN, PROVIDER must insert PROVIDER's Social Security Number (SSN) here _____. PROVIDER's EIN or SSN is requested in accordance with sections (ss.) 119.071(5)(a)2. and 119.092, F.S., for use in the records and data systems of the Office of Early Learning and COALITION. Submission of PROVIDER's EIN or SSN is mandatory. PROVIDER's EIN or SSN will be used for processing payments to PROVIDER as an SR provider, for reporting those payments for federal tax purposes, and for routine identification. If PROVIDER completes Exhibit 1 listing multiple locations with multiple EIN numbers, this paragraph may be left blank.

2. **Purpose.** This Contract is designed to inform PROVIDER of the requirements of participation in the SR Program. Payment is not conveyed to PROVIDER through this Contract. PROVIDER must agree to comply with the terms and conditions of this Contract in order to be eligible to participate in the SR program. This contract is to engage an eligible provider to provide SR services to eligible SR children.

3. **Term.** This Contract begins on July first of the fiscal year (2015) or on the date on which the Contract is signed by the last party required to sign the Contract, whichever occurs last, and the Contract ends on (**COALITION select one**) ☒ June 30th of the fiscal year 2016 or ☐ the last day of the month twelve (12) months after the effective date of the contract as indicated herein.

4. **Payment Limitations.** PROVIDER will not receive nor be entitled to payment for SR program services performed before this Contract is fully executed by both parties or after expiration of the Contract.

5. **Applicable Law.** PROVIDER and COALITION agree that the following, including any revision made after the execution of this Contract, are the provisions governing the SR program and that PROVIDER and COALITION will be bound by the same:
   - 42 U.S.C. §9858, et seq.;
   - 45 C.F.R. §98;
   - 45 C.F.R. §99;
   - Chapter 1002, Florida Statutes;
   - Chapter 6M-4, Florida Administrative Code; and
   - Chapter 6M-9, Florida Administrative Code.

6. **Not Transferrable.** This Contract is not transferrable or assignable to another entity, corporation, or owner without the prior written approval of the COALITION. A change in corporate ownership shall be deemed a transfer. Failure to obtain the prior written approval of COALITION shall be considered an immediate and serious danger to the health, safety, or welfare of children, which is grounds for emergency termination of this Contract as described in paragraph 58. This Contract binds the successors, assigns, and legal representatives of PROVIDER and of any legal entity that succeeds to the obligations of the State of Florida, Office of Early Learning, and COALITION.

II. PROVIDER ELIGIBILITY

7. General Eligibility

a. **Provider Type.** To be eligible to deliver the school readiness program, PROVIDER must be one of the provider types identified in section (s.) 1002.88(1)(a), F.S., listed below. Check the box to indicate PROVIDER's type:

☐ A child care facility licensed under s. 402.305, F.S. (Form OEL-SR 20L is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

☐ A family day care home licensed or registered under s. 402.313, F.S. (Form OEL-SR 20L is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

☐ A large family child care home licensed under s. 402.3131, F.S. (Form OEL-SR 20L is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

☒ A public school or nonpublic school exempt from licensure under s. 402.3025, F.S. (Form OEL-SR 20LE is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

☐ A faith-based child care provider exempt from licensure under s. 402.316, F.S. (Form OEL-SR 20LE is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

☐ A before-school or after-school program described in s. 402.305(1)(c), F.S.

☐ For a licensed before-school or after-school program described in s. 402.305(1)(c), F.S., Form OEL-SR 20L must be completed as an authorized attachment to this Contract.

☐ For a license exempt or programs that are not required to be licensed as described in Rule 65C-22.008, F.A.C., before-school or after-school program described in s. 402.305(1)(c), F.S., Form OEL-SR 20LE must be completed as an authorized attachment to this Contract.

☐ An informal child care provider to the extent authorized in the state's Child Care and Development Fund Plan as approved by the United States Department of Health and Human Services pursuant to 45 C.F.R. s. 98.18. (Form OEL-SR 20FFN is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

b. **Eligibility Pursuant to s. 1002.91(5), F.S.** PROVIDER represents that PROVIDER, or an owner, officer, or board director thereof, has not been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years and is not acting as the beneficial owner for someone who has been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years.

c. **Eligibility Pursuant to s. 1002.91(7), F.S.** PROVIDER represents that PROVIDER is not on the United States Department of Agriculture National Disqualified List nor does PROVIDER share an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.

III. PROVIDER RESPONSIBILITIES AND SCOPE OF WORK

8. **Child Enrollment.** PROVIDER agrees to enroll children for the SR Program only with written authorization from COALITION which will be provided in the form of a child care certificate. PROVIDER also understands that it will not be reimbursed for services provided to a child beyond the service begin and end date identified by COALITION on the child care certificate, or if the child's eligibility is terminated prior to the end date. As described in s. 1002.87(2), F.S., PROVIDER also agrees to serve children enrolled into its SR program according to the services and location established by COALITION on the child care certificate indicating authorized hours of care. In the event that PROVIDER has multiple locations, PROVIDER shall notify and obtain approval in writing from COALITION prior to changing the location where the child shall be served.

9. **Child Care.** PROVIDER agrees to provide child care to enrolled children at the care level designated by the child care certificate received from the COALITION. Pursuant to 45 C.F.R s. 98.2, child care is defined as the care given to an eligible child by an eligible child care provider. PROVIDER will comply with all applicable state and federal laws, regulations and other standards and requirements in providing child care services under this agreement.

10. **Instruction and Activities.** In accordance with s. 1002.88(1)(b), F.S., PROVIDER agrees to offer instruction and activities to enhance the age-appropriate progress of each child in attaining the child development standards established by the *Florida Early Learning and Developmental Standards: Birth to Five,* Form OEL-SR 30, adopted by the Office of Early Learning in Rule

6M-4.700, F.A.C. PROVIDER agrees to include activities to foster brain development in infants and toddlers; provide an environment that is rich in language and appropriate and child-friendly music and filled with objects of various colors, shapes, textures, and sizes to stimulate visual, tactile, auditory, and linguistic senses; and include at least thirty (30) minutes of reading to children each day.

11. **General Health and Safety.** Provider agrees to provide a healthy and safe environment for children in care pursuant to s. 402.305(5), (6), and (7), F.S., as applicable, and as verified pursuant to s. 402.311, F.S. Health and Safety requirements are specifically addressed in each provider type attachment.

12. **Smoke Free Environment.** In accordance with Part C of Public Law 107-110 (No Child Left Behind), the "Pro-Children Act of 2001," no child care facility shall permit smoking within any indoor facility (or portion of such facility) operated by PROVIDER, to provide routine child care or early childhood development services to children. This does not apply to any portion of such facility that is used for a private residence. Individuals in violation are subject to a $1,000 fine, administrative compliance or both.

13. **Curriculum.** In accordance with s. 1002.88(1)(f), F.S., PROVIDER agrees to use the following state-approved curriculum or curricula in the provision of the SR Program: Scholastic Big Day,
edition or date: 2013.
If PROVIDER is using different curricula at different PROVIDER sites listed in Exhibit 1, PROVIDER must complete the column in Exhibit 1 indicating the name of the curriculum or curricula being used at each site. If PROVIDER is offering school age programs exclusively, PROVIDER may insert "Not Applicable" in the space provided.

14. **Character Development Program.** In accordance with s. 1002.88(1)(g), F.S., PROVIDER agrees to implement the following character development program to develop basic values: NEFEC Character Education,
edition or date: 2010.
If PROVIDER is using a different program at different PROVIDER sites listed in Exhibit 1, PROVIDER must complete the column in Exhibit 1 indicating the name of the character development program being used at each site. If PROVIDER is offering school age programs exclusively, PROVIDER may insert "Not Applicable" in the space provided.

15. **Developmental Screenings.** PROVIDER acknowledges that Coalition is responsible for conducting developmental screenings for each child aged six weeks to kindergarten eligibility in accordance with Rule 6M-4.720, F.A.C. In accordance with s. 1002.88(1)(h), F.S., PROVIDER must collaborate with COALITION to complete initial screening for each child, aged six weeks to kindergarten eligibility, within forty-five (45) days after the child's first or subsequent enrollment, to identify a child who may need individualized supports. PROVIDER acknowledges that COALITION is responsible for initiating individualized services, including but not limited to providing referrals, based on child screening results. PROVIDER and COALITION acknowledge that pursuant to s. 1002.84(5), F.S., screening shall not be a requirement of entry into the school readiness program and shall be only given with parental consent.

Subsequent Screenings. PROVIDER acknowledges that Coalition is responsible for subsequent screenings. Subsequent screening will be conducted at a minimum, annually in

the month of the child's birthday or at time of redetermination in accordance with Rule 6M-4.720, F.A.C.

16. **Prohibited Forms of Discipline.** In accordance with s. 1002.88(1)(i), F.S., PROVIDER agrees to implement minimum standards for child discipline practices that are age-appropriate and consistent with the requirements in s. 402.305(12), F.S. Such standards must provide that children not be subjected to discipline that is severe, humiliating or frightening. The discipline must not be associated with food, rest or toileting. Spanking or any other form of physical punishment is prohibited. Children may not be denied active play as a consequence of misbehavior.

17. **Child Immunizations and Health Screenings.** In accordance with s. 1002.88(1)(j), F.S., within thirty (30) calendar days of enrolling a child, PROVIDER agrees to obtain and retain information from the parent regarding the child's age-appropriate immunizations, physical development and other health requirements as indicated on the Student Health Examination form DH 3040 and Florida Certification of Immunization form Part A-1, B, or C DH 680 or the Religious Exemption from Immunization form DH 681.

18. **Program Operation.** In accordance with s. 1002.88(1)(k), F.S., if PROVIDER offers before-school or after-school programs, PROVIDER agrees those programs shall meet or exceed the requirements of s. 402.305(5), (6), and (7), F.S. In accordance with s. 1002.88(1)(q), F.S., and as identified in Exhibit 3, PROVIDER agrees to operate on a full-time and part-time basis and provide extended-day and extended-year services to the maximum extent possible without compromising the quality of the program to meet the needs of parents who work.

19. **Workers' Compensation and Unemployment Compensation.** In accordance with s. 1002.88(1)(n), F.S., PROVIDER agrees to obtain and maintain any required workers' compensation insurance under Chapter 440, F.S., and any required reemployment assistance or unemployment compensation coverage under Chapter 443, F.S. PROVIDER agrees to provide the COALITION with evidence of worker's compensation insurance coverage.

20. **Sign-In/Sign-Out Process.** PROVIDER agrees to maintain daily attendance documentation, including a documented "sign-in/sign-out" process approved by COALITION and implemented by PROVIDER, and which accurately documents attendance and absences. PROVIDER agrees to retain the attendance documentation in accordance with COALITION's records retention requirement established in accordance with s. 1002.84(10), F.S.

21. **Child Absences.** In accordance with s. 1002.87(8), F.S., PROVIDER agrees to notify COALITION in writing if a child enrolled is absent for five (5) consecutive days with no contact from the parent by the close of the fifth (5^{th}) day. In accordance with ss. 1002.81(5) and 1002.87(7), F.S., if the need for care cannot be re-established, then the COALITION will notify the PROVIDER and the parent that school readiness funding will be discontinued. The end of eligibility for funded child care services will be fourteen (14) days from the fifth (5^{th}) day that the child was not in attendance with no contact from the parent.

22. **Rilya Wilson Act and At-Risk Children.** In accordance with s. 1002.87(9), F.S., PROVIDER agrees to abide by the provisions of the "Rilya Wilson Act" (s. 39.604, F.S.) for each at-risk child under the age of school entry who is enrolled in the school readiness program.

23. **Parental Choice.** PROVIDER agrees that the parent has the right to choose the provider of child care services for his/her children. In the event the parent chooses to change to a different SR PROVIDER, it is within the parent's rights to do so, except as limited by s. 1002.84(8), F.S., as described in paragraph 46.c.

24. **Parental Access.** PROVIDER agrees to afford authorized parents unlimited access to their children in SR programs, during normal hours of provider operation and whenever the children are in the care of the provider. Access may be subject to appropriate safety procedures.

25. **Statewide Information System.** PROVIDER agrees to utilize the statewide information system as referenced in s. 1002.82(2)(n), F.S., as available, to submit information and updates regarding the SR program.

26. **Child Care Resource and Referral.** PROVIDER agrees to participate in the annual update process coordinated by each Child Care Resource and Referral agency as described in Rule 6M-9.300(5) and (6), F.A.C.

27. **Direct Deposit.** PROVIDER agrees to provide information necessary to facilitate direct deposit in order to receive SR reimbursement for services rendered. PROVIDER agrees to provide alternative reimbursement arrangements if PROVIDER chooses to opt out of Direct Deposit.

28. **Deliverables**

Deliverable	Tasks and Activities	Due Date	Payment
1. One month of child care services	Child enrollment activities per the requirements in section III	Monthly	Per the level of service: established by the child care certificate provided to the PROVIDER by the COALITION; at the rates specified in Exhibit 3: Provider Reimbursement Rates; and documented through an approved monthly attendance report
	Instruction and activities per the requirements in section III		
	Health and safety activities per the requirements in section III		
	Use of curriculum per the requirements in section III		
	Character development activities per the requirements in section III		
2. Monthly attendance report	Monthly attendance report submitted by the PROVIDER to the COALITION per the requirements in section VII	Monthly by the day indicated in section VII	N/A
3. Proof of Developmental Screening Applies to providers responsible for	**If applicable:** Developmental screenings for each child aged six weeks to	 Within 45 days after the child's	N/A

Deliverable	Tasks and Activities	Due Date	Payment
developmental screening as indicated in section III	kindergarten eligibility per the requirements in section III.	first or subsequent enrollment	
Proof of Developmental Screening (continued)	Subsequent screenings conducted annually in month of child's birthday.	Annually	
	PROVIDER shall submit the child's screening results to the COALITION	Within thrity (30) calendar days of completion of screening	
	Enter the data into an electronic system	Within sixty (60) calendar days after screening	
	PROVIDER shall provide in writing the screening results for each child to the child's parent.		

IV. COALITION RESPONSIBILITIES

29. **Training and Technical Assistance.** COALITION will notify PROVIDER of the availability of training, technical assistance, and other targeted assistance in support of the provision of quality SR services.

30. **Developmental and Subsequent Screenings.** Applicable if PROVIDER is responsible for Developmental Screenings and Subsequent Screenings as indicated in paragraph 15. COALITION shall give notification to PROVIDER a minimum of thirty (30) calendar days prior to the date the child must be screened. COALITION will have staff persons available to explain screening results if required by a parent.

31. **Child Eligibility.** COALITION has ultimate responsibility for determining the eligibility of children enrolling in the SR program. COALITION will issue forms that make up a child care certificate (also known as a payment certificate), as described in s. 1002.82(6)(b) and (c), F.S., to the parent of each eligible child who enrolls in the SR program.

32. **Limitations on Authority.** COALITION may not impose any requirement on PROVIDER that exceeds the authority provided under Chapter 1002, F.S., or rules adopted pursuant to Chapter 1002, F.S.; or require PROVIDER to administer a preassessment or postassessment.

33. **Monitoring.** COALITION will monitor PROVIDER for compliance with this Contract and the provisions governing the SR program listed in paragraph 5., in accordance with s. 1002.85(2)(h), F.S. PROVIDER will be monitored in accordance with the COALITION monitoring plan, or in response to a parental complaint.

V. ACCESS

34. **Physical Access.** PROVIDER agrees to allow the Office of Early Learning and COALITION staff or sub-contractors immediate access to the facilities and spaces used to offer the SR Program during normal business hours, except as otherwise restricted by government facilities.

35. **Records Access.** PROVIDER agrees to allow COALITION staff or sub-contractors and the Office of Early Learning to inspect and copy records pertaining to the SR Program during normal business hours and upon request by COALITION or the Office of Early Learning. Records that are stored off-site shall be provided within seventy-two (72) hours.

VI. MAINTENANCE OF RECORDS, DATA, AND CONFIDENTIALITY

36. **Record Confidentiality.** PROVIDER agrees to protect the confidentiality of child and family information. PROVIDER agrees to have all staff complete confidentiality agreements and have processes in place to protect the privacy of child and family information. Confidentiality agreements will be maintained by the PROVIDER and provided to the COALITION upon request. Information associated with the SR Program shall only be made available in accordance with the restrictions of s. 1002.97, F.S. For the purposes of records of children enrolled in the SR Program, this Contract is considered an interagency agreement for the purpose of implementing the SR Program as described in s. 1002.97(3)(g), F.S. Accordingly, to the extent that PROVIDER receives school readiness records in order to carry out its official functions, PROVIDER must maintain and protect the data as required in s. 1002.97, F.S., and as explained below. Individuals and organizations eligible to receive records include PROVIDER, the parent, COALITION, Office of Early Learning, and other entities identified in s. 1002.97, F.S.

37. **Record Maintenance.** PROVIDER agrees to maintain records, including sign in and sign out documentation, enrollment and attendance certification, documentation to support excused absences and proof of parent co-payments for children funded by the SR program. The records must be maintained for audit purposes for a period of five (5) years from the date of the last reimbursement request for that fiscal year or until the resolution of any audit findings or any litigation related to this Contract, whichever occurs last. PROVIDER may maintain records in an electronic medium and if the PROVIDER does so, then the PROVIDER shall back up records on a regular basis to safeguard against loss.

38. **Record Transfer on Termination.** In the event that PROVIDER permanently ceases to offer the SR program before the conclusion of the retention period for SR records as described in paragraph 37, whether as a result of unilateral or mutual termination of PROVIDER's eligibility to offer the SR program or as a result of PROVIDER ceasing to do business, PROVIDER shall transfer all SR records required to be maintained under paragraph 37. to COALITION no later than the close of business on the day PROVIDER ceases to offer the SR program.

VII. COMPENSATION and FUNDING

39. **Method of Payment.** PROVIDER reimbursement for eligible children will be based on the child care certificate (also known as a payment certificate) issued by COALITION and presented by a parent, and through the use of the procedures outlined herein.

40. **Reimbursement Rates Established.** PROVIDER agrees to provide documentation of its published private child care rates included in Exhibit 3. PROVIDER agrees to accept the

approved PROVIDER reimbursement rate which is the lesser of the COALITION maximum reimbursement rate established by COALITION and approved by Office of Early Learning, identified in Exhibit 3. PROVIDER is paid based on budget availability, at the approved PROVIDER reimbursement rate less any parent co-payments assessed by COALITION as reflected on the child care certificate.

41. **Gold Seal Rate.** PROVIDER agrees to provide documentation of its Gold Seal Quality Designation. Gold Seal providers shall receive the Gold Seal rate identified in Exhibit 3 for all care levels which have received a Gold Seal Quality Designation.

42. **Special Needs Rate.** PROVIDER will receive a special needs rate identified in Exhibit 3 when providing services to a child with an identified special need. A special need child is defined as a child who has been determined eligible as a child with a disability in accordance with Chapter 6A-6, F.A.C., and is participating in a program for children with disabilities provided by the school district or a child who has an individualized educational plan (IEP) or family support plan (FSP).

43. **Rate Changes and Limitations.** PROVIDER agrees to report any changes in its published child care rates or its Gold Seal status, if applicable. PROVIDER acknowledges that COALITION is prohibited from making payments, inclusive of Gold Seal or special needs rate differentials, which would cumulatively exceed PROVIDER's private payment rate. In the event that any information submitted by PROVIDER in Exhibit 3 changes, PROVIDER must notify COALITION in writing of the change no later than close of business on the day of the change. COALITION may amend PROVIDER's reimbursement rate based on the information submitted by PROVIDER or any of the factors identified in this paragraph. COALITION must notify PROVIDER, in writing, of any change in reimbursement rate at least thirty (30) calendar days before the change is implemented.

44. **Rates and Fees for Parents.** PROVIDER acknowledges that it is prohibited from charging parents receiving SR services a higher rate than that charged to private pay parents. In addition to the parent co-payment assessed by COALITION, PROVIDER must provide the parent with a list of any fees it charges and, if applicable, written notice of the difference between the private pay rate and SR reimbursement, prior to the parent enrolling his/her child in PROVIDER's SR program. PROVIDER is prohibited from charging any fees other than the parent co-payment or those fees provided to the parent on the fee list described above.

45. **Military Subsidies.** PROVIDER agrees that it will notify COALITION if it receives military subsidy payments through or from the Child Care Aware of America© (formally NACCRRA) or any legal successor organizations, on behalf of any child enrolled in PROVIDER's SR program. PROVIDER understands that its SR reimbursement rate may be changed as a result of receipt of such military subsidy payments. If PROVIDER fails to report receipt of such military subsidy payments, PROVIDER will be subject to fraud investigation for violation of the requirements of the SR program.

46. **Co-payment.** As required by s. 1002.84(8), F.S., and Rule 6M-4.401, F.A.C., PROVIDER shall collect the assessed parent co-payment in accordance with Rule 6M-4.400, F.A.C., from the parent.

    a. **Co-payment Amount.** The amount of the co-payment which must be collected for each child is included on his or her child care certificate. In the event that an assessed parent co-

payment is changed by COALITION, COALITION will send the PROVIDER written notice of the change. Only co-payment changes from the COALITION are valid.

b. **Co-payment Assessment and Collection.** Assessed parent co-payments are automatically deducted from PROVIDER's monthly reimbursement. PROVIDER is required to collect parent co-payments.

c. **Co-payment Documentation.** PROVIDER must give the parent a receipt for each co-payment made by the parent and retain receipt records for all child care co-payments. Upon request, PROVIDER shall provide a current accounting and copy of co-payment receipt records to the COALITON. COALITION will use this documentation to ensure parents who transfer their children to another child care provider have met their co-payment obligations before receiving additional school readiness services.

47. **Holiday Schedule.** PROVIDER agrees to follow the holiday schedule approved by COALITION for PROVIDER's program, which includes Twelve (12) days per year as set forth in Exhibit 4: Holiday Schedule and understands that these are the only holidays for which PROVIDER will receive reimbursement. Pursuant to Rule 6M-4.500, F.A.C., reimbursement may be made for up to twelve (12) recognized holidays per year.

48. **Attendance Documentation Submission.** PROVIDER agrees to submit monthly attendance reports for payment. PROVIDER agrees to submit all required attendance records to COALITION on or before the third (3rd) business day of each month. If the due date falls on a holiday, PROVIDER agrees to submit all required attendance records to COALITION on the preceding business day. Records submitted late will be processed and paid in the next open payment cycle.

49. **Reimbursement Summary Review.** PROVIDER agrees to review the reimbursement summary provided with the monthly reimbursement statement. PROVIDER agrees to report to COALITION any discrepancy, overpayment, or underpayment within sixty (60) calendar days of transmission of the reimbursement summary.

50. **Emergency Temporary Closure.** PROVIDER agrees all requests for compensation for temporary closures beyond PROVIDER's control will be handled in accordance with Rule 6M-4.501, F.A.C.

51. **Disallowed Costs.** Any disallowed expenditure may be deducted from any future reimbursement. PROVIDER agrees to return to COALITION any funds received as a result of error or overpayment or disallowed cost. If PROVIDER ceases to offer the SR Program before the payment is fully recovered, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER shall be subject to collection efforts and/or funds may be obtained from other early learning programs. PROVIDER shall have an opportunity to substantiate or appeal the decision of a questioned or disallowed cost. Any unresolved questioned costs may become disallowed costs.

52. **Head Start Agencies.** If PROVIDER is a Head Start Agency, PROVIDER understands that, in accordance with federal law, PROVIDER's Head Start programs must be "in addition to, and not in substitution for, comparable services previously provided without Federal assistance." (42 U.S.C., s. 9835(c))

53. **Title 20 Schools.** If PROVIDER receives federal funds under Title 20, United States Code, ss. 6311-6322, PROVIDER understands that, in accordance with federal law, PROVIDER may use "Federal funds to supplement, [but] not [to] supplant non-Federal funds." (20 U.S.C., s. 6314(a)(3)(B))

VIII. FINANCIAL CONSEQUENCES

54. As a result of PROVIDER's failure to provide the minimum level of services required by this Contract, COALITION shall temporarily withhold reimbursement, disallow all or part of services not in compliance with the terms of this contract or terminate the contract.

IX. NONDISCRIMINATION

55. **Discrimination Prohibited.** PROVIDER agrees not to discriminate against children, families and staff on the basis of race, national origin, ethnic background, sex, religious affiliation, or disability. PROVIDER will comply with the terms of 45 C.F.R. §98.47 regarding non-discrimination against staff persons on the basis of religion.

X. NONCOMPLIANCE, PROBATION AND TERMINATION

56. **Noncompliance Determination.**

a. **Corrective Action Notice.** If COALITION determines PROVIDER has failed to comply with the provisions governing the SR program as described in paragraph 5. or the requirements of this Contract, and COALITION concludes that corrective action will resolve the failure to comply, COALITION must notify PROVIDER in writing. ("Corrective action" means implementation of specific action(s) designed to correct the failure to meet a specific requirement.) The notice must identify the specific requirement(s) which PROVIDER failed to meet and describe how PROVIDER failed to meet each requirement. In addition, the notice must provide a detailed description of any required corrective action and set a deadline for completion of the corrective action. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 64. Upon determining that the PROVIDER has satisfactorily completed the corrective action, the COALITION shall notify the PROVIDER in writing.

b. **Probation.** If COALITION concludes that PROVIDER has received a corrective action notice for the same violation two or more times or have had multiple corrective action plans within the contract year or if the corrective action plan is not completed within the prescribed timelines, PROVIDER shall be placed on probation for a period up to six (6) months. Probation may include one or more of the following conditions: training or staff development, monitoring or technical assistance by COALITION or submission of documentation related to the violation. COALITION must notify PROVIDER in writing of the terms and duration of the probation, including required timelines. The terms of the probation must correlate to the basis of the corrective action.

57. **Termination for Cause.**

a. **Basis of Termination for Cause.** PROVIDER agrees that COALITION has the right to terminate this Contract for cause at any time. The following are grounds for termination for cause: (a) Action, or lack of action, which threatens the health, safety or welfare of children; (b) The material failure to comply with the terms of this Contract, including, but not limited to, failure to implement corrective action or comply with the terms of probation as described in paragraph 56 above; (c) The refusal to accept any notice described under this Contract which COALITION is required to send to PROVIDER; or (d) Reasonable or probable cause for COALITION to suspect that fraud has been committed by PROVIDER as described in paragraph 63.

b. **Notice of Termination for Cause.** In order to terminate PROVIDER for cause, COALITION must send a written notice of termination for cause to PROVIDER. Such notice must be sent, with proof of delivery, at least five (5) business days before termination. The notice must state the date of, and the specific basis for, termination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 64. Notwithstanding PROVIDER's refusal of delivery of the notice, this Contract shall be terminated on the date identified in the notice. COALITION shall document any refusal of delivery.

58. **Emergency Termination.** COALITION must immediately terminate this Contract on an emergency basis upon notification by the Department of Children and Families (DCF) or local licensing agency that actions or inactions of a PROVIDER pose an immediate and serious danger to the health, safety, or welfare of children. COALITION will terminate this Contract on an emergency basis by sending PROVIDER written notice of emergency termination at least twenty-four (24) hours prior to termination. The written notice must specifically state the basis of COALITION's determination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 64.

59. **Revocation of Eligibility.** In accordance with s. 1002.88(2), F.S., if PROVIDER's Contract is terminated under paragraph 56., 57., or 58., COALITION may revoke PROVIDER's eligibility to deliver the school readiness program for a period of five (5) years. In determining whether to revoke PROVIDER'S eligibility, the COALITION shall consider the following factors: the severity of the PROVIDER'S actions leading to the termination of the contract, the health, safety and welfare of children enrolled at the PROVIDER, the financial impact of the PROVIDER'S actions, the impact that the revocation would have upon the local community, consistency with COALITION'S actions against other PROVIDERS for similar violations of the Contract or program requirements, the length of time that PROVIDER provided services under contract with the COALITION, and whether the PROVIDER had previously violated there terms of this Contract and prior contracts with the COALITION. COALITION shall provide notice of its intent to revoke PROVIDER'S eligibility at the same time that it provides written notice of intent to terminate the contract to PROVIDER.

60. **Termination of Contract by Provider.** PROVIDER and COALITION may agree to terminate this Contract by mutual consent or PROVIDER may unilaterally terminate this Contract at will. Written notice of termination must be given and alternative arrangements for uninterrupted services shall be made at least thirty (30) calendar days before the termination date for children

served under this Contract. If sufficient notice of termination is not provided, COALITION may refuse to issue the final reimbursement payment to PROVIDER.

61. **Legislative Appropriation.** Any obligation for payment under this Contract is contingent upon an appropriation by the Florida Legislature. If funds required to finance this Contract are unavailable, COALITION shall terminate this Contract after providing written notice, with proof of delivery, at least twenty-four (24) hours before termination of this Contract. In the event of termination of this Contract under this paragraph, PROVIDER shall be paid for the documented SR hours completed prior to termination of this Contract.

62. **Eligible Child Care Provider.** In order to receive state or federal funds under this Contract, PROVIDER must be an eligible child care provider as defined under 45 C.F.R. §98.2. Failure to maintain status as an eligible child care provider shall be considered an immediate and serious danger to the health, safety, or welfare of children, which is grounds for emergency termination of this Contract as described in paragraph 58. PROVIDER certifies that each location at which PROVIDER offers the SR program is an eligible child care provider. PROVIDER agrees to notify COALITION immediately if it ceases to be an eligible child care provider.

63. **Fraud.**

a. **Anti-Fraud Plan.** PROVIDER agrees to comply with the anti-fraud plan established by COALITION in accordance with s. 1002.91, F.S.

b. **Payment Certificate Fraud Investigation.** In accordance with s. 1002.82(6)(d), F.S., if it is determined that PROVIDER has given any cash or other consideration to the beneficiary in return for receiving a payment certificate, COALITION or its fiscal agent shall refer the matter to the Department of Financial Services pursuant to s. 414.411, F.S., for investigation.

c. **Suspension for Suspected Fraud.** In accordance with s. 1002.91(4), F.S., COALITION may suspend or terminate PROVIDER from participation in the school readiness program when it has reasonable cause to believe that PROVIDER has committed fraud. PROVIDER may request a review of COALITION's determination to suspend PROVIDER as described in paragraph 64. If suspended, PROVIDER shall remain suspended until the completion of any investigation by the Office of Early Learning, the Department of Financial Services, or any other state or federal agency, and any subsequent prosecution or other legal proceeding.

d. **Termination for Fraud.** In accordance with s. 1002.91(5), F.S., if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., the COALITION shall refrain from contracting with, or using the services of, PROVIDER for a period of five (5) years. In addition, COALITION shall refrain from contracting with, or using the services of, any provider that shares an officer or board director with a provider that is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S. for a period of five (5) years.

e. **Termination for National Disqualification.** In accordance with s. 1002.91(7), F.S., if PROVIDER is placed on the United States Department of Agriculture National Disqualified

List, COALITION must terminate this Contract for cause. In addition, if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause.

64. **Due Process Procedures.** PROVIDER may request a review of determinations made by COALITION under this Contract. Reviews will be conducted in accordance with Exhibit 5: Due Process Procedures. While a request for a review is being examined, PROVIDER is not required to implement corrective action. In accordance with s. 1002.82(2)(m), F.S., PROVIDER may not offer any School Readiness services while a request for a review regarding termination of PROVIDER's School Readiness Contract is being examined.

65. **Severability of Provider Location.** If PROVIDER has executed this Contract on behalf of multiple locations and one or more of the locations is terminated pursuant to Section X of this Contract, then in lieu of re-executing a new contract for the remaining locations, COALITION may modify Exhibit 1 to indicate which location(s) previously part of this Contract has been removed by striking through the location(s), initialing and dating in the "official use only" column. COALITION shall provide a copy of the revised Exhibit 1 showing any stricken locations to the PROVIDER. This Contract shall remain in full force and effect as to all other locations on Exhibit 1 which have not been stricken.

66. **Litigation and Venue.** In the event that PROVIDER believes that this Contract has been inappropriately terminated, or in the event of a breach of this Contract, any available remedies may be pursued in a court of competent jurisdiction. COALITION and PROVIDER agree that any litigation related to this Contract which is brought by COALITION or PROVIDER will be brought in a county within COALITION's geographical service area.

XI. NOTIFICATION

67. **Information Change Notification.** PROVIDER agrees to report any changes in contact or program information within fourteen (14) calendar days or temporary emergency closings of the SR program within two (2) calendar days. Permanent business closings or changes in business location or ownership must be reported at least thirty (30) calendar days prior to changes. PROVIDER agrees to provide program and business information annually for inclusion in the Child Care Resource and Referral Network and is responsible for ensuring that COALITION has up-to-date business and contact (including emergency contact) information.

68. **Unusual Incident Notification.** PROVIDER agrees to report unusual incidents to COALITION by no later than the close of business on the next business day of the unusual incident and to submit a written report to COALITION within three (3) business days from the date of the incident. For licensed providers, sending a copy of the incident report submitted for DCF to COALITION shall constitute compliance with this paragraph. An unusual incident is any significant event involving the health and safety of children under PROVIDER's care. Examples of unusual incidents include: accusations of abuse or neglect against PROVIDER or PROVIDER's staff; the injury of a child which requires professional medical attention at PROVIDER's site or written notification from the child's parent that the child received professional medical attention; and when PROVIDER receives notice of litigation where PROVIDER is named party or defendant and which relates to the PROVIDERs operation at any location at which SR services are being provided.

69. **Notification of Disqualification or Public Assistance Fraud.**

a. PROVIDER shall notify COALITION within five (5) calendar days if the PROVIDER is placed on the United States Department of Agriculture National Disqualified List, or if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.

b. PROVIDER shall notify COALITION within five (5) calendar days if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S.

70. Contact Persons.

a. **Coalition Contact.** The representative for COALITION for the purposes of this Contract is Cheryl Madeiros who can be contacted at 386-961-0130 or by email at cmadeiros@elcgateway.org.

b. **Provider Contact.** The representative for PROVIDER for the purposes of this Contract is David Campbell who can be contacted at 386-647-4635 or by email at david.campbell@suwannee.k12.fl.us.

c. **Contact Change.** In the event that either party designates different representatives after execution of this Contract, notice of the name and contact information of the new representative will be rendered in writing to the other party within ten (10) calendar days of change.

XII. INDEMNIFICATION

71. PROVIDER shall be fully liable for and indemnify, defend and hold harmless COALITION, the Office of Early Learning and all of their officers, directors, agents, contractors, subcontractors and employees from and against any and all third-party claims, suits, actions, damages, judgments and costs that arise whether in law or in equity, from any of the PROVIDER's agents, subcontractors or employees' acts, actions, neglect or omission during the performance or operations under this Contract or any subsequent modification thereof. This includes attorney's fees and costs. This indemnification holds whether liability is direct or indirect and whether damage is to any person or real or personal tangible or intangible property. **If PROVIDER is a state agency, public school or school district, this paragraph is limited to the extent required by s. 768.28, F.S.**

XIII. SEVERABILITY

72. If any provision of this Contract is held to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions remain in full force and effect.

XIV. NO AMENDMENTS

73. No attachments, amendments, or supplements to this Contract are authorized or permitted, except those specifically incorporated by reference in this form, including Exhibit 1: Provider Location List; Exhibit 2: Required Documentation; Exhibit 3: Provider Reimbursement Rates;

Exhibit 4: Holiday Schedule; Exhibit 5: Due Process Procedures; and Form OEL-SR 20L, Form OEL-SR 20LE, or Form OEL-SR 20FFN, as described in paragraph 7.

(Remainder of this page intentionally left blank.)

XIV. EXECUTION OF CONTRACT

In accordance with s. 1002.88(1)(p), F.S., PROVIDER has caused this Contract to be executed as of the date set forth in Paragraph 1. By signing below, PROVIDER hereby certifies that PROVIDER has read and understood this Contract. PROVIDER certifies that all information provided is true and correct and agrees that noncompliance with the requirements of the School Readiness program including, but not limited to the requirements of this Contract, and all Exhibits and authorized attachments, shall result in corrective action, withholding of funds, or termination of this Contract at the discretion of COALITION, in accordance with Section X.

Warranty of Authority. Each person signing this contract warrants that he or she is duly authorized to do so and to bind the respective party to the contract.

	Jerry A. Scarborough
Signature of President/Vice President/ Secretary/Officer/Owner/Principal/or Other Authorized Representative ☐ By Electronic Signature	**Print Name**
Superintendent of Schools	07/06/2015
Title	**Date**
	Ed Da Silva
Provider's Additional Signatory (If required by the Provider) ☐ By Electronic Signature	**Print Name**
Chairman of the Board	07/06/2015
Title	**Date**

COALITION has caused this Contract to be executed as of the date set forth in paragraph 1.

	LaShone T. Surrency
Signature of Authorized Coalition Representative ☐ By Electronic Signature	**Print Name**
Executive Director	
Title	**Date**

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Exhibit 1: Provider Location List

Provider Name: Suwannee County School Board

If PROVIDER is executing this Contract on behalf of one physical location, mark this Exhibit "Not Applicable" in the box below.

☐ Not Applicable.

If PROVIDER is a school district executing a single Contract on behalf of multiple public school School Readiness (SR) program providers, enter each name and physical location in the table below. If PROVIDER is executing a single Contract on behalf of multiple private SR sites within COALITION's service area, enter each name and physical location in the table below. If PROVIDER is using a different curriculum or curricula at various sites, enter the name of the curriculum or curricula used at each site. Identify the character development Program used at each site, if character development is included in the curriculum or curricula indicate as "included."
Note: PROVIDER may use multiple Exhibit 1 to list all locations that are included under this contract.

If COALITION determines a physical location to be ineligible to offer the SR program, COALITION will strike through the name and location in the table below and initial and date in the column titled "Official Use Only" and send a copy of this Exhibit to PROVIDER.

Location Number (DCF/FEIN Number)	Location Name	Physical Address	Curriculum (Date/Edition) Character Development (Date/Edition)	Official Use Only
1. 61-0011	Suwannee Primary	1625 Walker Ave., Live Oak, Fl. 32064	Scholastic Big Day, 2013 NEFEC Character Ed, 2010	
2. 61-0089	Branford Elementary	26810 S.R. 247 Branford, Fl 32008	Scholastic Big Day, 2013 NEFEC Character Ed, 2010	
3. 61-0012	River Oak Technical College	415 S.W. Pinewood Drive, Live Oak, Fl 32064	Scholastic Big Day, 3013 NEFEC Character Ed, 2010	
4.				
5.				
6.				
7.				

Exhibit 2: Required Documentation

Provider Name: Suwannee County School Board

PROVIDER must mark the appropriate box in each section or subsection below. In addition, if PROVIDER is executing this Contract on behalf of multiple public schools or private provider sites, PROVIDER must mark the documentation with the corresponding Location Number from Exhibit 1.

1. Private Child Care Rates
   - ☐ PROVIDER has provided a copy of its private child care rate information to COALITION with this Contract.

2. Gold Seal Rates
   - ☐ PROVIDER has provided a copy of documentation related to its Gold Seal status, if applicable, to COALITION with this Contract.
   - ☒ PROVIDER does not possess a Gold Seal Quality Care Designation.

3. Documentation of Eligible Child Care Provider

   Private SR Providers
   - ☐ PROVIDER has provided a copy of its Certificate of Licensure which includes a DCF identification number.
   - ☐ PROVIDER has provided a copy of its Letter of Confirmation which includes a DCF exemption number.
   - ☐ PROVIDER has provided a copy of its certificate of accreditation.
   - ☐ PROVIDER certifies that it is not regulated by DCF and therefore does not require documentation from DCF.
   - ☐ PROVIDER has provided evidence of liability insurance.

   Public School, Private School, and Charter School SR Providers
   - ☐ PROVIDER is a public school and has provided a copy of documentation showing its school district and public school number.
   - ☐ PROVIDER is a private school and has provided a copy of its Certificate of Licensure which includes a DCF identification number or a Letter of Confirmation which includes a DCF exemption number.
   - ☐ PROVIDER is a charter school and has provided a copy of its charter which includes preschool aged children as a service population and documentation showing its school district and school number.
   - ☒ PROVIDER has provided evidence of liability insurance.

4. Specialized Program Type
   - ☐ PROVIDER offers the Head Start program.
   - ☒ PROVIDER does not offer the Head Start program.

5. ☒ IRS W-9 Form (Request for Taxpayer Identification Number).

6. ☐ Documentation of signature authority.

7. ☐ Current Sunbiz print-out identifying the office, director or authorized person(s).

Exhibit 3: Provider Reimbursement Rates

Provider Name: Suwannee County School Board

Provider Operational Hours: 8:00 - (2:45) 5:30

PROVIDER must mark the appropriate box below indicating the appropriate provider type. In addition, PROVIDER must mark whether or not it has a Gold Seal Quality Care Designation. Finally, PROVIDER must complete the table below marked "To be completed by PROVIDER." COALITION will complete the remainder of the Exhibit.

Does PROVIDER have a Gold Seal Designation? ☐Yes ☒No

PROVIDER's Private Pay Rates
(To be Completed by PROVIDER)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs
Full-Time Daily Rates	NA	NA	NA	17.00	17.00	NA	NA	NA
Part-Time Daily Rates	NA	NA	NA	12.75	12.75	NA	NA	NA
Before or After School Rates	N/A	N/A	N/A	N/A	NA	NA	NA	NA

COALITION Maximum Reimbursement Rates
(To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs
Full-Time Daily Rates	24.00	22.00	19.00	17.00	17.00	16.00	16.00	n/a
Full-Time Gold Seal Daily Rates	28.80	26.40	22.80	20.40	20.40	19.20	19.20	n/a
Part-Time Daily Rates	18.00	16.50	14.25	12.75	12.75	12.00	12.00	n/a
Part-Time Gold Seal Daily Rates	21.60	19.80	17.10	15.30	15.30	14.40	14.40	n/a
Before or After School Rates	N/A	N/A	N/A	N/A	n/a	n/a	n/a	n/a
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	10.88	N/A	N/A	N/A
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	5.58	N/A	N/A	N/A

Approved PROVIDER Reimbursement Rate*
(To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs
Full-Time Daily Rates								
Part-Time Daily Rates								
Before or After School Rates	N/A	N/A	N/A	N/A				
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A		N/A	N/A	N/A
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A		N/A	N/A	N/A

**Note: Rate PROVIDER will be paid shall not exceed PROVIDER's Private Pay Rates for each category.*

Effective Date of Rates Established in This Exhibit 07/28/2015

Exhibit 4: Holiday Schedule

Provider Name: Suwannee County School Board

Holiday	Date Observed
July 4th	July 2, 2015
Labor Day	Sept. 7, 2015
Veterans Day	Nov. 11, 2015
Thanksgiving Break	Nov. 26, 2015
Thanksgiving Break	Nov. 27, 2015
Christmas Day	Dec. 25, 2015
New Year's Day	Jan. 1, 2015
Martin Luther King Day	Jan. 18, 2015
Presidents' Day	Feb. 15, 2015
Spring Break	March 24, 2015
Spring Break	March 25, 2015
Memorial Day	May 30, 2015

If the holiday falls on a Saturday, the holiday is observed on the Friday preceding the holiday. If the holiday falls on a Sunday, the holiday is observed on the Monday following the holiday.

Exhibit 5: Due Process Procedures

Provider Name: Suwannee County School Board

1. **Purpose of Exhibit.** Early Learning Coalitions are responsible for the local implementation of early learning programs funded with state and federal funds, such as the School Readiness Program and Voluntary Prekindergarten Education Program. Providers of such early learning programs may request a review of determinations made by an Early Learning Coalition in accordance with the due process procedures described below.

2. **Request for Review Hearing.** If a provider disputes any action taken by the Coalition pursuant to the terms of the Statewide School Readiness Provider Contract, the provider may request a review hearing in writing by sending it to the contact person listed in the Coalition's action. A review hearing is a "meeting" for the purposes of the Sunshine Law which is subject to public notice. During a review hearing, the provider will have a reasonable opportunity to address Coalition staff-persons or sub-contractor staff regarding the Coalition's action and to present supporting evidence before a Review Hearing Committee. Provider may have an attorney present at the review hearing to represent or advise the provider.

   a. **Content of Request for Review Hearing.** The request for review hearing must state: the name and contact information of an individual authorized to provide information and binding responses on behalf of provider; the specific action by the Coalition that the provider disputes, the specific reasons for the provider's belief; and whether the provider will be represented by an attorney or another individual during the review hearing.

   b. **Request Time.** The provider's request for a review hearing must be submitted in writing to the Coalition within five (5) business days of receipt of notice of the determination which the provider believes to be incorrect.

   c. **Supporting Documentation.** The provider must send copies of any written documentation supporting the claims of the provider. Examples of relevant documentation may include, but are not limited to, attendance documentation, notarized attestations from parents, documentation from licensing or accrediting bodies, documents demonstrating dates of information submission, and a proposed corrective action plan.

3. **Implementation of Review.** If the Coalition receives a request for review hearing from the provider, the Coalition must address the request by taking the following steps.

   a. **Assignment of Review Hearing Committee.** Within three (3) business days of receipt of a request for review hearing, the Coalition must assign a Review Hearing Committee to complete the review. The Review Hearing Committee must be composed of at least three but no more than five members of the Coalition Board. The Chair of the ELC shall appoint the Review Hearing Committee and shall name the chair of the committee. Three of the members must be a mandatory member as set forth in section 1002.83(4) with at least one provider representative member.

   b. **Response to Request for Review Hearing.** Within five (5) business days of receipt of the request for review hearing, the Coalition must respond to the provider in writing,

return receipt requested. The notice must include at least three (3) proposed dates and times for the review hearing which must be within forty-five (45) days of the date of receipt of the request for review hearing. The notice must also state that the review hearing may be conducted in person at a location designated by the Coalition or via any method of telecommunications, as long as the public is given reasonable access to observe and, when appropriate, participate. Finally, the notice must state whether or not all of the Coalition staff persons or sub-contractor staff whom the provider wishes to have present during the hearing will be made available. If any individual who the provider requested to have present is not available, the Coalition must make available an individual who is qualified to address the subjects the provider wished the individual to address.

c. Date and Location Selection. Within five (5) business days of receipt of the response to a request for review hearing, the provider must inform the Coalition of the date and time which it selects for the review hearing and whether the provider will attend the meeting in person or via a method of telecommunication. Within five (5) business days of receipt of the response to a request for review hearing, if the provider is unable to attend any of the proposed dates and times for the review hearing, the provider must submit written notice which states the specific reasons that provider is unable to attend and must contact the Coalition to select a mutually agreed upon date for the review hearing. If the provider does not inform the Coalition of the date and time within the required time period, then the process is considered complete and the request is denied.

d. Conducting the Review Hearing. The Review Hearing Committee shall assess the claim(s) the provider made in its request for review by examining all information and documentation submitted by the provider. The provider must be given a reasonable opportunity to question Coalition staff-persons or sub-contractor staff regarding the determinations of the Coalition and to present evidence before the Review Hearing Committee. The Coalition will also be provided a reasonable opportunity to submit evidence to rebut any claims made by the provider.

e. Notice of Review Hearing Conclusion. Following completion of the presentation by the provider and the Coalition, the Review Hearing Committee will vote regarding each of the provider's claims. The Review Hearing Committee must also appoint a Review Hearing Committee member or a Coalition staff person to prepare a written notice of the review hearing conclusion. (If the notice is developed by a Coalition staff person, the notice must be reviewed by the Review Hearing Committee in a subsequent public meeting and approved before being sent to the provider.) The written notice must state the outcome of the Review Hearing Committee's vote regarding each of the provider's claims. In addition, the notice must specifically state the reasons supporting the Review Hearing Committee's conclusions. Finally, if the majority of the Review Hearing Committee determines:

i. That no part of the determination made by the Coalition was correct, the notice must state provider is not required to take further action.

ii. That any part of the determination made by the Coalition is correct, the notice must identify the portion(s) determined to be correct. As applicable, the notice must also state:

A. If corrective action is necessary, that the provider must take corrective action in regard to the part(s) which the Review Hearing Committee determines to be correct; and the revised deadlines for completion of the corrective action(s);

B. If the provider's School Readiness Contract or eligibility to offer the School Readiness Program will be terminated, the date of termination.

The decision of the Review Hearing Committee is final.

STATE OF FLORIDA
STATEWIDE SCHOOL READINESS PROVIDER CONTRACT
LICENSE EXEMPT PROVIDER RESPONSIBILITIES
FORM OEL-SR 20LE

I. PARTIES AND PROVIDER TYPE

1. **Parties.** This document is executed as an attachment to the Contract made and entered into the 28 day of July, 2015, by and between the Early Learning Coalition of Florida's Gateway (herein referred to as "COALITION"), and Suwannee County School Board (herein referred to as "PROVIDER").

2. **Provider Type.** To be eligible to deliver the school readiness program, PROVIDER must be one of the provider types identified in section (s.) 1002.88(1)(a), Florida Statutes (F.S.). This form is designed for use by license exempt providers. PROVIDER must check the box to indicate PROVIDER's type:

☒ A public school or nonpublic school exempt from licensure under s. 402.3025, F.S.

☐ A faith-based child care provider exempt from licensure under s. 402.316, F.S.

☐ A before-school or after-school program described in s. 402.305(1)(c), F.S., which is not licensed.

II. LICENSE EXEMPT PROVIDER RESPONSIBILITIES

1. **Health and Safety.** In accordance with s. 1002.88(1)(c), F.S., PROVIDER agrees to provide basic health and safety of its premises and facilities and compliance with requirements for age-appropriate immunizations of children enrolled in the school readiness program.

   a. **Public school.** If PROVIDER is a public school, compliance with s. 1003.22, F.S., satisfies this requirement.

   b. **Other License-Exempt Providers.** If PROVIDER is an other provider exempt from licensure under ss. 402.316 or 402.3025, F.S., PROVIDER shall annually complete the health and safety checklist required by s. 1002.82(2)(i), F.S., as incorporated by reference in Rule 6M-4.620, F.A.C. The PROVIDER agrees to post the checklist prominently on its premises in plain sight for visitors and parents, and submit it annually to COALITION no later than the date of the execution of the Contract and by July 1st each year thereafter.

2. **Staff to Children Ratio.**
In accordance with s. 1002.88(1)(d), F.S., PROVIDER agrees to maintain the required staff to child ratio in accordance with ss. 402.302(8) or (11), F.S., as applicable, and as verified pursuant to s. 402.311, F.S.

3. **Insurance.**
   a. **General liability.** In accordance with s. 1002.88(1)(l), F.S., PROVIDER agrees to maintain general liability insurance and provide the coalition with written evidence of general liability insurance coverage, including coverage for transportation of children if school readiness program children are transported by PROVIDER. PROVIDER must obtain and retain an insurance policy that provides a minimum of $100,000 of coverage per occurrence and a minimum of $300,000 general aggregate coverage. PROVIDER must add the coalition as a named certificate holder and as an additional insured. PROVIDER must provide COALITION with a minimum of ten (10) calendar days' advance written notice of cancellation of or changes to coverage. The general liability insurance required by this paragraph must remain in full force and effect for the entire period of this Contract. If the general liability insurance coverage required by this paragraph lapses, COALITION shall immediately terminate this Contract.

   b. **Notice of Change.** If PROVIDER is a state agency or a subdivision thereof, as defined in s. 768.28(2), F.S., PROVIDER agrees to notify the coalition of any additional liability coverage maintained by the provider in addition to that otherwise established under s. 768.28, F.S. PROVIDER shall indemnify COALITION to the extent permitted by s. 768.28, F.S., as required by s. 1002.88(1)(o), F.S.

4. **Substitute Instructors.** In accordance with s. 1002.83(14), F.S., COALITION may request a list of all individuals currently eligible to act as a substitute teacher from a school district .If PROVIDER is a child care facility as defined in s. 402.302, F.S., PROVIDER may employ individuals listed as substitute instructors for the purpose of providing the school readiness program, the Voluntary Prekindergarten Education Program, and all other legally operating child care programs.

SCSB 2016-75 (RENEWAL)

ies NATIONAL CENTER FOR EDUCATION STATISTICS

Search for Public Schools

CCD Common Core of Data

School Directory Information (2013-2014 school year)

Search Results | Modify Search | Data Notes/Grant IDs | Help

School Name:	NCES School ID:	State School ID:
Suwannee Primary School	120183001943	0011
District Name:	**NCES District ID:**	**State District ID:**
Suwannee district information	1201830	61
Mailing Address:	**Physical Address:**	**Phone:**
1625 Walker Ave SW Live Oak, FL 32064-4442	1625 Walker Ave SW Live Oak, FL 32064-4442	(386) 647-4300
Type:	**Status:**	**Charter:**
Regular school	Currently operational	No

School Details (2012-2013 school year)

County: Suwannee County schools in county

Grade Span: (grades PK - 5)
PKKG 1 2 3 4 5

Locale: Town: Remote (33)

Magnet: No

Total Students: 900
Classroom Teachers (FTE): 54.00
Student/Teacher Ratio: 16.67

Title I School: Yes
Title I School-Wide Program: Yes

Enrollment Characteristics (2012-2013 school year)

Enrollment by Grade:

	PK	KG	1	2	4	5
Students	115	390	388	2	4	1

Enrollment by Race/Ethnicity:

	Amer Ind/ Alaskan	Asian/ Pacific Islander *	Black	Hispanic	White	Two or More Races
Students	1	4	175	180	510	30

* combined Asian and Native Hawaiian / Pacific Islander categories

Enrollment by Gender:

	Male	Female
Students	481	419

Free lunch eligible: 673 **Reduced-price lunch eligible:** 52

Note: Details may not add to totals.

NOTES

- [†] indicates that the data are not applicable. For example, the enrollment and staff characteristics for schools that opened in the 2013-2014 school year will not be available until the full 2013-2014 file is released.
- [–] indicates that the data are missing.
- [‡] indicates that the data do not meet NCES data quality standards.
- The directory information on school name, address, and phone number are preliminary data from initial submissions of school level data for 2013-2014.
- Data provided on student membership and staffing are from the official school level data for 2012-2013.

Source: CCD Public school data 2012-2013, 2013-2014 school years

National Center for Education Statistics
Office of Educational Research & Improvement, U.S. Dept. of Education
1990 K Street, NW, Washington, DC 20006, USA, Phone: (202) 502-7300

SCSB 2016-75 (RENEWAL)

ies NATIONAL CENTER FOR EDUCATION STATISTICS

Search for Public Schools

CCD Common Core of Data

School Directory Information (2013-2014 school year)

Search Results Modify Search Data Notes/Grant IDs Help

School Name:	NCES School ID:	State School ID:
Branford Elementary School	120183004454	0089
District Name: Suwannee district information	**NCES District ID:** 1201830	**State District ID:** 61
Mailing Address: 26801 State Road 247 Branford, FL 32008-2684	**Physical Address:** 26801 State Road 247 Branford, FL 32008-2684	**Phone:** (386) 935-5700
Type: Regular school	**Status:** Currently operational	**Charter:** No

School Details (2012-2013 school year)

County: Suwannee County schools in county

Grade Span: (grades PK - 5)
PKKG 1 2 3 4 5

Locale: Rural; Remote (43)

Magnet: No

Total Students: 680
Classroom Teachers (FTE): 45.00
Student/Teacher Ratio: 15.11

Title I School: Yes
Title I School-Wide Program: Yes

Enrollment Characteristics (2012-2013 school year)

Enrollment by Grade:

	PK	KG	1	2	3	4	5
Students	47	105	95	104	131	100	98

Enrollment by Race/Ethnicity:

	Amer Ind/ Alaskan	Asian/ Pacific Islander *	Black	Hispanic	White	Two or More Races
Students	2	0	18	65	569	26

* combined Asian and Native Hawaiian / Pacific Islander categories

Enrollment by Gender:

	Male	Female
Students	362	318

Free lunch eligible: 436 **Reduced-price lunch eligible:** 40

Note: Details may not add to totals.

NOTES

- [†] indicates that the data are not applicable. For example, the enrollment and staff characteristics for schools that opened in the 2013-2014 school year will not be available until the full 2013-2014 file is released.
- [–] indicates that the data are missing.
- [‡] indicates that the data do not meet NCES data quality standards.
- The directory information on school name, address, and phone number are preliminary data from initial submissions of school level data for 2013-2014.
- Data provided on student membership and staffing are from the official school level data for 2012-2013.

Source: CCD Public school data 2012-2013, 2013-2014 school years

National Center for Education Statistics
Office of Educational Research & Improvement, U.S. Dept. of Education
1990 K Street, NW, Washington, DC 20006, USA, Phone: (202) 502-7300

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Suwannee County Board of Public Instruction

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
702 2nd Street, NW

Requester's name and address (optional)

City, state, and ZIP code
Live Oak, FL 32064

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Employer identification number
5 9 - 6 0 0 0 8 7 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Vickie M DeBratter Date ▶ 2/12/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies)must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Administrative Services Corporation dba Willis Pooling Practice 3606 Maclay Blvd S. #204 Tallahassee, FL 32312	CONTACT NAME: PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S)AFFORDING COVERAGE	NAIC #
	INSURER A: Florida School Boards Insurance Trust Fun	99999-001
INSURED Suwannee County School District Attn: Vickie Music 702 Second Street, NW Live Oak, FL 32060	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 21958694** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			FSBIT14CAS7-1	7/1/2014	7/1/2015	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurence)	$Included
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$Excluded
							PERSONAL & ADV INJURY	$Included
							GENERAL AGGREGATE	$Unlimited
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$Included
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY(Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY(Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

Evidence of Coverage with respects to PreK/VPK Program for 2014-2015 school year.

CERTIFICATE HOLDER

Early Learning Coalition
Attn: T. Logan
1104 SW Main Blvd.
Lake City, FL 32025

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James E Woodard

Coll:4496793 Tpl:1831757 Cert:21958694 © 1988-2010 ACORD CORPORATION. All rights reserved.

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Contractual Agreement Between
Suwannee County District School Board
And
District School Board of Madison County
on behalf of
North Florida Career Pathways Consortium

This Contract is between the District School Board of Madison County herein referred to as the fiscal agent, and the Suwannee County District School Board. The purpose of this contract is for North Florida Career Pathways Consortium Coordinator to provide Professional/Technical Services to the North Florida Career Pathways Consortium Members in order to implement Consortium activities. This contract shall be effective July 28, 2015 and completed by June 30, 2016, unless agreed to in writing by both parties, and grant period is extended by the Department of Education of the State of Florida.

Scope of Work:
The North Florida Career Pathways Consortium consisting of Superintendents, Career and Technical Directors from Madison County School District, Lafayette County School District, Suwannee County School District, Hamilton County School District, Taylor County School District, and Career and Technical Education Coordinator will meet quarterly to:

a. Arrange and organize quarterly meetings of Consortium members to discuss Career and Technical Education.
b. Participate in local CTE Advisory Committee functions
c. Approve locally endorsed CTE programs for non duplication within the Consortium
d. Convert at least one CTE Program of Study into Career Pathways that lead to industry certifications and/or post-secondary education and aligns with regional workforce and economic needs of business and industry as outlined by the FLDOE required criteria.
e. Convert CTE Programs of Study into Articulation Agreements that are approved by granting organizations.
f. Promote CTE programs by working cohesively with guidance services throughout the member area.
g. Arrange, organize, and/or attend CTE professional development and/or inservice opportunities that are relevant to the CTE faculty for their program area.
h. Serve as a liaison between secondary/postsecondary CTE institutions and the FLDOE.
i. Prepare and/or supervise the preparation of all required CTE reports
j. Compile a detailed budget report of Consortium expenditures for all other participating members of the consortia.

Deliverables and Outcomes: The North Florida Career Pathway Consortium will:

a. Arrange and organize quarterly meetings of Consortium members to discuss Career and Technical Education as evidenced by announcements, agendas, and minutes of meetings.
b. Attend and participate in local CTE Advisory Committee functions as evidenced by calendar and leave forms
c. Compile and maintain on file a list of locally endorsed CTE programs which indicate non duplication within the Consortium
d. Provide Consortium members their converted CTE Program of Study which leads to industry certifications and/or post-secondary education and is aligned with regional workforce and economic needs of business and industry as outlined by the FLDOE required criteria.
e. Provide Consortium members with completed written Articulation Agreements that are Board approved by granting organizations.
f. Communicate with Guidance Departments throughout the consortium offering services which promote CTE opportunities to students as evidenced by written communication, emails, and log of phone calls.
g. CTE professional development opportunities which are relevant to the CTE faculty for their program areas are arranged, organized, and/or attended as evidenced by calendar and leave forms.
h. Serve as a liaison between secondary/postsecondary CTE institutions and the FLDOE as evidenced by participation of Differentiated Accountability on-sight reviews and follow-up debriefing of DA requirements of CTE programs, including CAPE and STEM academies
i. Required reports are completed, submitted with a copy on file.
j. Submit a detailed budget report of Consortium expenditures for all other participating members of the consortia.

A Fixed Price of $7,296.99 will be designated from the Suwannee County, FY 2015-2016 to be utilized by the North Florida Career Pathway Consortium in order to carry out consortium deliverables.

Hourly Rate Charged: There will be no hourly rate charged since this is a fixed price contract paid on deliverables.

Fiscal Reports and Method of Payment:
Madison County School District submit fiscal reports and invoice the member districts of the North Florida Career Pathways Consortium **quarterly** upon receipt of a report detailing deliverables as stated above. No payment will be invoiced or paid for any work performed after June 30, 2016, unless agreed to in writing by either parties, or grant period is extended by the Department of Education of the State of Florida.

Intervention of Agreement: Mindful of the high cost of litigation, not only in dollars, but also in time and energy, the parties intend to and do hereby establish the following out-of-court alternate dispute resolution procedure to be followed in the event any controversy or dispute should arise out of, or relating to this contract or relating to any change orders or other changes or addendums to this contract. If a dispute develops between the parties to this contract, the parties will submit to non-binding mediation to address any controversy or claim arising out of, or relating to this contract or relating to any change orders or other changes or addendums to this contract. Disputes will mediated by a subcommittee composed of the North Florida Career Pathways Consortium members appointed by the Chair to investigate and bring recommendations back to the Consortium meeting for resolution. If there cannot be a resolution, then the contract will be terminated.

Termination of Agreement: NOTICE TO VENDOR/CONTRACTOR:
By acceptance of a contract/order in excess of $10,000.00 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 28, Section 66.36 (i) code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee, including the manner by which it will be affected and the basis for settlement, will be decided by the Madison County School Board. There will be access to records of the contractor which are directly pertinent to the contract as well as retention of all required records for three years after the grantee or subgrantee makes the final payment and all other pending matters are closed.

Public Records: Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

Therefore, in consideration of the mutual covenants and conditions hereinafter stated, the above described parties covenant and agree as follows:

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, set their hands and seal on this the 28th day of July , 2015.

District School Board of Madison County

Doug Brown, Superintendent

Dated:

Kenny Hall, Chairperson

Dated:

District School Board of Suwannee County

Jerry Scarborough, Superintendent

Dated:

Ed Da Silva, Chairperson

Dated:

"Approved as to Form and Sufficiency
BY
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

SUWANNEE–
HAMILTON
TECHNICAL CENTER

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools

FROM: Walter Boatright, Jr., Principal, RiverOak Technical College

THRU: Vickie Music-Depratter, Chief Financial Officer
Janene Fitzpatrick, Assistant Superintendent for Instruction
Ted Roush, Assistant Superintendent for Administration

DATE: July 9, 2015

RE: Agenda Item for July 28, 2015, Board Meeting

RECOMMENDATION:

The Superintendent recommends the approval of Florida's Integrated Career and Academic Preparation System (FICAPS) Grant for the 2015-2016 Fiscal Year, in the amount of $25,000.

BACKGROUND:

A federal grant to support the funding of career programs.

From: melton@fsba.org 7/13/20...
Jerry A. Scarborough
"Ruth Melton" <noreply@eboardsolutions.com>

Subject: Selection of a School Board Member to Serve on the FSBA Leg...

To: **Karen Lager** **Debra Ross** **Ted Roush**
Jerry A. Scarborough

MEMORANDUM

TO: School Board Members
District School Superintendents

FROM: Carol Cook, Chair, FSBA Legislative Committee
Jane Goodwin, Vice Chair, FSBA Legislative Committee
Andrea Messina, Executive Director
Ruth Melton, Director of Government Relations

DATE: July 13, 2015

SUBJECT: FSBA Bylaws Revision Regarding District Selection of a School Board Member to Serve on the FSBA Legislative Committee

In order to encourage equal representation of all school boards in our legislative efforts, the FSBA Bylaws call for each school board to annually designate a school board member, and an alternate, to serve on the FSBA Legislative Committee. These Legislative Committee Representatives serve as the key architects of the FSBA Legislative Platform and as essential advocates in our local, state, and federal lobbying efforts.

During the Annual Summer Conference in June, the FSBA membership approved a revision to Article XI, Section 1 of the FSBA Bylaws that changed the time frame for the designation of FSBA Legislative Committee representative so that it would align with the time frame for school board members to sign up to serve on other FSBA Committees and Subcommittees. Prior to this Bylaws revision, school boards were asked to make this selection during the annual Organization Meeting that is typically held in November. Under this former Bylaws provision, the term of service for the district Legislative Committee representative and alternate would span from November 2014 through November 2015. ***However, as amended, the FSBA Bylaws now require each district school board to designate a Legislative Committee representative and alternate annually in June.*** As a result, the term of service for the district Legislative Committee representative and alternate would span from June 2015 to June 2016.

As we transition to this new time frame to implement this Bylaws revision, we ask each school board to pursue one of these two options:

Option 1 -- Retain your district's current FSBA Legislative Committee representative and alternate through June 2016. For districts that select this option, no further action is necessary. FSBA will automatically extend the term of service of the current district representative and alternate.

Option 2 -- Designate a new FSBA Legislative Committee representative and alternate to serve from the date of the designation through June 2016. Districts that select this option must complete a Legislative Committee Representative Reporting Form and return it to the FSBA office by ***September 1, 2015***. For your convenience, the Reporting Form is available on the FSBA website in Online, Word, and PDF formats.

Please note that this special selection process applies ***ONLY*** to your district representative and alternate on the main FSBA Legislative Committee. **All** school board members are welcome to sign up to serve on any other FSBA Committee or Subcommittee by using the FSBA Committee Assignment Request form available at http://fsba.org/fsba-committee-assignment-requests/.

If you have any questions, please contact Ruth Melton at melton@fsba.org or 850/414-2578.

CC:JG:AM:RM/rhm

SUWANNEE COUNTY SCHOOL BOARD

Serving The Children Of Our Community

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

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 A. Scarborough, Superintendent of Schools

FROM: Vickie Music DePratter, Chief Financial Officer

DATE: July 14, 2015

RE: Agenda Item for July 28, 2015, Regular Meeting

RECOMMENDATION:

The Superintendent recommends approval to accept a donation from PotashCorp - White Springs in the amount of $25,000.

BACKGROUND:

PotashCorp, also known as Potash Corporation of Saskatchewan, has generously made another contribution in the amount of $25,000 to the Suwannee County School Board.

SUWANNEE COUNTY SCHOOL BOARD

Serving The Children Of Our Community

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

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 A. Scarborough, Superintendent of Schools

FROM: Vickie Music DePratter, Chief Financial Officer

DATE: July 15, 2015

RE: Agenda Item for July 28, 2015, Regular Meeting

RECOMMENDATION:

The Superintendent recommends approval to donate equipment and remaining consumable supplies purchased through prior year Adults with Disabilities grants to The Arc North Florida, Inc.

BACKGROUND:

The Adults with Disabilities grant program was not funded by the Legislature for the 2015-16 fiscal year. The District has been the fiscal agent for this program on behalf of The Arc North Florida, Inc. for several years. During this time, the grant funds have been utilized to purchase essential equipment and supplies for the program. The Arc North Florida, Inc. continues to have a need for these items and uses them on a regular basis.

SUWANNEE COUNTY SCHOOL BOARD

Serving The Children Of Our Community

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

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

DATE: July 13, 2015

RE: Agenda Item for July 28, 2015, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following resolution for the 2015-2016 school year:

#2016-01R Resolution Affirming Participation in the Small School District Council Consortium

BACKGROUND:

The Suwannee County School Board annually participates in the Small School District Council Consortium (SSDCC). Membership and support in the SSDCC is important in terms of representing the needs of Florida's small districts, especially as the Florida Legislature continues to struggle with a difficult economy. The purpose of the SSDCC is to influence small district legislative priorities. In reviewing the past 25 years, the record demonstrates where the SSDCC has successfully influenced education funding, statutes, and state policy.

The fee to participate in 2015-2016 remains at the prior year level of $2,850. This fee is for the annual services associated with the SSDCC.

RESOLUTION
AFFIRMING PARTICIPATION IN THE SMALL SCHOOL DISTRICT COUNCIL CONSORTIUM

WHEREAS, the Suwannee County School Board believes there is a need to have educational information, interpretation, and consultation on issues relating to small and rural communities that is not independently available, and

WHEREAS, the cost of providing such services independently for the School Board would make the cost prohibitive, and

WHEREAS, the needed services are provided through the Small School District Council Consortium, and

WHEREAS, the Suwannee County School Board has participated in the consortium in previous years by official action of the Board and payment of the annual fee,

NOW THEREFORE BE IT RESOLVED that the Suwannee County School Board authorizes the participation in the Small School District Council Consortium for fiscal year 2015-2016 and as such agrees to pay $2,850.00 to the designated Fiscal Agent upon invoice for participation fees.

BE IT FURTHER RESOLVED that the SSDCC Fiscal Agent shall be the contracting agent for the employment and payment of consulting services and associated program costs.

Adopted by the Suwannee County School Board in Regular Session at Live Oak, Florida on the 28th day of July, 2015.

BY:

_____

Ed daSilva, Chairman, Suwannee County School Board

ATTEST:

_____

Jerry A. Scarborough, Supt., Suwannee Co. School Board

"Approved as to Form and Sufficiency

BY_____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

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LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry Scarborough, Superintendent of Schools

FROM: Vickie Music DePratter, Chief Financial Officer

DATE: July 14, 2015

RE: Agenda Item for July 28, 2015, Regular 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 Chris Landrum, Director of Transportation, in the amount of $5,000

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: Janene Fitzpatrick, Assistant Superintendent of Instruction

DATE: July 14, 2015

RE: Agenda Item for July 28, 2015, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following agreement for the 2015-2016 school year.

#2016-77 Florida Virtual School Franchise Agreement between Florida Virtual School "FLVS" and Suwannee County School Board (NEW)

BACKGROUND:

The Suwannee County School Board enters into a franchise agreement with Florida Virtual School to provide curriculum for students enrolled in Suwannee Virtual School

Florida VirtualSchool

Florida Virtual School
Franchise Agreement (USAss)

FLORIDA VIRTUAL SCHOOL FRANCHISE AGREEMENT FOR
STATE OF FLORIDA SCHOOL DISTRICT

THIS FLORIDA VIRTUAL SCHOOL FRANCHISE AGREEMENT FOR STATE OF FLORIDA SCHOOL DISTRICT ("Agreement") made and entered into this 1st day of July, 2015, by and between the Board of Trustees of the Florida Virtual School (hereinafter referred to as "FLVS"), having its principal office at 2145 Metro Center Boulevard, Orlando, Florida, 32835 and Suwannee Co. School Board, (hereinafter referred to as "Customer"), having its principal place of business at Live Oak, FL, provides as follows:

WHEREAS, the State of Florida established FLVS for among other reasons, the purpose of developing and delivering distance learning education to the K-12 students of the State of Florida, and

WHEREAS, Customer is a public school district within the State of Florida desirous of utilizing the products and/or services of FLVS, and

WHEREAS, Florida Statute 1002.37(5)(i) authorizes FLVS to enter into franchise agreements with Florida school districts,

NOW THEREFORE, for and in consideration of the mutual promises hereinafter exchanged and received by the parties, FLVS and Customer agree as follows:

1. FLVS hereby issues this franchise pursuant to the terms and conditions contained herein and contained on the FLVS web site - www.flvs.net - section for the State of Florida School District Franchise Agreement and Customer hereby accepts if pursuant to the terms and conditions.

Florida VirtualSchool

Florida Virtual School
Franchise Agreement (USAss)

2. Customer hereby agrees to accept said franchise for the academic school year July 1, 2015 through June 30, 2016. In accepting the franchise agreement Customer does hereby agree to be bound by and comply with all terms and conditions contained herein.

3. Customer shall pay to FLVS the franchise fees described in Appendix A. The franchise fee shall be due and paid as provided for in Appendix A. Failure to pay the franchise fees when due shall be grounds for the immediate termination or suspension of all services due by FLVS hereunder.

All overdue (90-plus days) accounts will be subjected to a 10 percent late fee and may be denied access to FLVS content in the discretion of FLVS. This franchise agreement will be suspended until payment is received by FLVS.

4. The term shall be effective on the effective date for a period of one (1) year and shall terminate in accordance with this article.

Either party may by notice in writing terminate this agreement if (i) the other party breaches or fails to observe or perform any of its obligations set forth out in this agreement, including failure to pay franchise and/or training fees, and fails to cure such breach or failure within thirty (30) days after written notice; or (ii) either party becomes insolvent, or makes an assignment for the general benefits of creditors, or any proceedings are commenced by or against either party under any bankruptcy or insolvency laws or if proceedings for the appointment of a trustee, custodian, receiver or receiver manager for either party are commenced, or if either party ceases or threatens to cease to carry on business; or (iii) upon ninety (90) days' written notice by FLVS or Customer to the other party of its termination of the agreement.

Florida VirtualSchool

Florida Virtual School
Franchise Agreement (USAss)

5. Each person signing this agreement on behalf of either 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.

FLORIDA VIRTUAL SCHOOL	LICENSEE
Signature	Signature
Mr. Ronald Blocker Name	Mr. Jerry A. Scarborough Name
President and CEO Title	Superintendent of Schools Title
Date	Date

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"

Florida VirtualSchool

FLVS Franchise Agreement
TERMS AND CONDITIONS

ARTICLE 1 – INTERPRETATION

1.1 DEFINITIONS

In this Agreement and in Appendix A, B, C, D, and E, the following terms shall have the respective meanings ascribed to them as follows:

a) **"Affiliate"** means with respect to any person, and other person directly or indirectly controlling, controlled by, or under common control of such person. "Control" as used here means the legal, beneficial or equitable ownership, directly or indirectly, of more than 50% of the aggregate of all voting interest in such entity.

b) **"Business Days"** means Monday through Friday excluding any day which is a nationally observed holiday in both the United States of America and Canada.

c) **"Business Hours"** means 8:00 AM – 8:00 PM Eastern Time on Business Days.

d) **"Components"** means the components of the FLVS Software referred to in Appendix A.

e) **"Confidential Information"** means (i) all information of either party or its Affiliates or of third persons to whom the party owes a duty of confidence that is marked confidential, restricted or proprietary, or that may reasonably be considered as confidential from its nature, or from the circumstances surrounding its disclosure; and (ii) the Licensed Materials.

f) **"Content Licenses"** means the utilization licenses and associated restrictions with respect to the Licensed Course Content granted to Customer hereunder which are set for in Appendix A.

g) **"Customization"** means a client customizable area is provided which includes: 1) a communication policy; 2) netiquette recommendations; 3) pace charts; 4) student resource page; 5) optional contact and help pages; 6) state and national standards; 7) Drop Policy – It is advised that a customizable drop/add period be no more or no less than the FLVS implemented 14 day drop/add period.

h) **"Data"** means customer information entered into the licensed products to include, but not limited to, student, staff, school, and parent information.

i) **"Billable Enrollment"** will be any student that achieves 20% course completion or is on active status in VSA for a minimum of 30 days. FLVS will bill the Customer for the student regardless of the student's status upon Customer's receipt of invoice.

j) **"FLVS Proprietary Products"** includes, but is not limited to, FLVS source content and the FLVS Virtual School Administrator product.

k) **"Intellectual Property Rights"** includes all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights.

l) **"Learning Management Systems or LMS"** means the software based system ("Platform") that must be utilized to access the Licensed Course Content.

m) **"License"** means Customer's license to use the Licensed Materials described in Appendix A.

n) **"License Fees"** means the license fees to be paid by the Customer to FLVS, which are described in Section 4.1.

o) **"Licensed Course Content"** means the Components of the FLVS Course Content in object code format licensed to Customer hereunder and described in Appendix A and such additional third party Components required as part of the FLVS Course Content.

p) **"Licensed Materials"** means the Licensed Course Content, LMS, Virtual School Administrator, Documentation and included Renewal Releases and updates, which FLVS and (LMS Software) may from time to time provide to Customer.

q) **"Platform Provider"** means learning management system provider.

r) **"Virtual School Administrator (VSA) License"** means the licenses and associated restrictions with respect to the Licensed Virtual School Administrator.

ARTICLE 2 – LICENSE

2.1 LICENSED MATERIALS

Course Content and Materials

a) Subject to the provisions of this Agreement, including the provisions of Article 8, FLVS hereby grants to Customer, and Customer hereby accepts from FLVS, the personal, non-transferrable and non-exclusive Franchise License to use the Licensed Materials for Customer's internal business purposes in accordance with FLVS Licenses.

b) FLVS Virtual School Administrator will be used as the registration and Student Information Management System.

c) Florida Virtual School courses will only be delivered on FLVS approved Learning Management Systems.

2.2 Third Party Users

For the purpose of operating Customer's business, the parties intend that certain unrelated third parties with whom the Customer has a business relationship, such as a supplier or customer, and the employees of such third person (hereunder "Business Third Parties"), will have limited right to use certain Components of the Licensed Course Content solely for the purpose of providing services to Customer. All such services will be solely for the benefit of Customer's internal business operations. The Business Third Parties may not utilize the Licensed Course Content for other than the direct benefit of Customer's internal benefit, in accordance with the terms of this Agreement, and the Customer shall assure third party compliance with this provision and the terms of this Agreement.

ARTICLE 3 – DELIVERY AND INSTALLATION

3.1 Delivery of Licensed Materials

FLVS agrees to deliver the Customer one (1) copy of the most current release available by request of the Licensed Materials. The Documentation will be provided solely in the English Language, except in cases where FLVS has specifically provided for foreign language documentation.

3.2 Software Security

a) The Customer will ensure all reasonable measures are taken to protect the Licensed Materials from any unauthorized use.

b) FLVS will ensure all reasonable measures are taken to protect the Customer Data while in use at the FLVS site. Reasonable measures include, but are not limited to, the Customer Data being stored on a secure server in a secured building behind an internet firewall with role-based level password protection for any and all access to such data.

3.3 Background Screening

As a public school, FLVS complies with all statutes regarding background screening of employees, in accordance with Florida Law.

ARTICLE 4 – PRICE AND PAYMENT TERMS

4.1 License Fees

a) Customer shall pay to FLVS the Franchise fees described in Appendix A and C (the "License Fees"). The License Fees shall be due and paid as provided for in Appendix A. Failure to pay the License Fees when due shall be grounds for the immediate termination or suspension of all services due by FLVS hereunder.

b) All overdue (90+ days) accounts will be subjected to a 10% late fee and may be denied access to FLVS Content. The Licensing Agreement will be suspended until payment is received by FLVS.

ARTICLE 5 – PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION

5.1 Title to Licensed Materials

Customer acknowledges and agrees that FLVS, Licensors of FLVS, and the Platform Provider shall retain all right, title and interest in and to the Licensed Materials and all copies thereof, including, without limitation, the Intellectual Property Rights therein, and that nothing herein transfers or conveys to Customer any ownership right, title or interest in or to the Licensed Materials or to any copy thereof or any right with respect to the Intellectual Property Rights therein. Nothing in this Agreement shall be construed as conferring upon the Licensee any right or interest in Florida Virtual School's or the Platform Provider's intellectual property or in their registration or in any designs, copyrights, patents, trade names, signs, emblems, insignia, symbols and slogans or other marks used in connection with the software other than as provided in this Agreement.

5.2 Confidential Information

To the extent permitted by law, each party agrees to maintain the Confidential Information of the other party.

5.3 Protection and Proprietary Rights

a) Customer shall not remove any proprietary copyright, patent, trademark, design right, trade secret, or any other proprietary rights legends from the Licensed Materials.

b) Customer agrees not to disassemble, decompile, translate into human readable form or into another computer language, reconstruct or decrypt, or reverse engineer all or any part of the Licensed Materials in accordance with the law.

Further, Customer shall not write or develop any derivative works or computer programs based upon any part of the Licensed Materials.

c) The Customer hereby agrees that FLVS is the owner of any and all rights intellectual and otherwise for the Course Content and Virtual School Administrator product that will be provided and has the legal right to franchise and charge a fee for the use of that material and the legal right for an injunction. The discretion of Florida Virtual School on all matters concerning the intellectual property shall be final, conclusive and binding on the Customer.

5.4 Audit Rights

FLVS may audit the use of their proprietary products and enrollment at any time while providing service hereunder. FLVS will conduct continuous audits for instructional quality. The results of this audit will be provided to the Customer and the Florida Department of Education.

5.5 Email Access

District is responsible for providing FLVS, upon request, all email correspondence between teacher and student.

5.6 Public Records

Florida Virtual School is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the FLVS BOARD of TRUSTEES in order to perform the services. (b) providing the public with access to public records on the same terms and conditions that the FLVS BOARD of TRUSTEES would provide the records and at a cost that does not exceed the cost provided in chapter or as otherwise provided. (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and (d) meeting all requirements for retaining public records and transfer at no cost to the FLVS BOARD of TRUSTEES all public records in possession of the Contractor upon termination of the Agreements and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the FLVS BOARD of TRUSTEES in a format that is compatible with the information technology systems of the FLVS BOARD of TRUSTEES.

ARTICLE 6 – WARRANTIES OF FLVS

6.1 Limit of Liability

a) For any breach or default by FLVS of any of the provisions of this Agreement, or respect to any claim arising here from or related hereto. FLVS's entire liability, regardless of the form of action, whether based on contract or tort, including negligence, shall in no event exceed (I) the amount paid by the Customer hereunder for the licensed materials; (II) the amount paid by Customer for the renewal service that is the subject of the claim, if the claim relates to a breach or default by FLVS of the provisions of Article 7; (III) the amount paid by Customer for installation service that is the subject of the claim, if the claim relates to a breach or default by FLVS by the provisions of this Agreement pertaining to installation service; or (IV) in the aggregate with respect to all claims under or related to this Agreement, the amount paid by Customer under this Agreement.

b) In no event will FLVS be liable for special, incidental, indirect, or consequential loss or damage, lost business revenue, loss of profits, loss of data, failure to realize expected profits or savings, or any claim against Customer by another person (even if FLVS has been advised of the possibility of such damage).

c) FLVS shall be liable to Customer as expressly provided in this agreement, but shall have no other obligation, duty, or liability whatsoever in contract, tort, or otherwise to Customer including any liability for negligence. The limitations, exclusions and disclaimers in this agreement shall apply irrespective of the nature of the cause of action, demand, or action by Customer, including but not limited to, breach of contract, negligence, tort, or any other legal theory and shall survive a fundamental breach or breaches or the failure of the essential purpose of this agreement or of any remedy contained herein.

Florida VirtualSchool

ARTICLE 7 – TERM AND TERMINATION

7.1 Term

This Agreement shall be effective on the Effective Date for a period of one (1) year, and shall be terminable in accordance with this Article.

7.2 Termination

Either party may by notice in writing terminate this Agreement if (i) the other party breaches or fails to observe or perform any of its obligations set out in the Agreement, including failure to pay Franchise and/or training fees, and fails to cure such breach or failure within thirty (30) days after written notice; or (ii) either party becomes insolvent, or makes an assignment for the general benefit of creditors, or any proceedings are commenced by or against either party under any bankruptcy or insolvency laws, or if proceedings for the appointment of a trustee, custodian, receiver, or receiver manager for either party are commenced, or if either part ceases or threatens to cease to carry on business; or (iii) upon ninety (90) days written notice by FLVS or Customer to the other party of its termination of the Agreement.

7.3 Services Not Included

a) Renewal and Warranty Support does not include or apply to any of the following: (i) making modifications to the Licensed Materials for Customer; (ii) consultation for new programs or equipment; (iii) hardware problems including any malfunction of hardware, or to any external causes affecting the Licensed Materials including the media upon which the Licensed Materials are provided such as accident, disaster, electrostatic discharge, fire, flood, lightning, water, or wind; or (iv) corrections of errors attributable to software other than the Licensed Software. FLVS may charge Customer at its then applicable list price for providing such services. FLVS may also charge Customer at is then list price for analysis or removal of errors which are caused by improper operation or handling of the Licensed Materials or caused by circumstances unrelated to FLVS. Payment for these services shall be made by Customer within 30 days if invoicing by FLVS.

b) The obligation to provide Renewal Services is subject to the following: (i) Renewal Services are only provided for the Licensed Course Content provided under this Agreement; (ii) if Customer ceases to pay for and received Renewal Services and later requests Renewal Services, Customer will be required to pay to FLVS the Renewal Fees not paid during the period in which the service was discontinued; and (iii) FLVS has no obligation to provide Customer with any Renewal Services unless Customer has paid for the Renewal Services in advance as required hereunder; and (iv) FLVS has no obligation to provide Renewal Services if Customer is unable to

follow FLVS Franchise policies and procedures as documented through an annual audit.

ARTICLE 8 – GENERAL

8.1 Force Majeure

If the performance of this Agreement, or any obligation thereunder except the making of payments hereunder is prevented, restricted, or interfered with by any reason of fire, flood, earthquake, explosion or other casualty or accident or act of God; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, power, equipment or software from suppliers, war or other violence; any law, order, regulation, ordinance, demand or requirement of any government authority; or any other act or condition whatsoever beyond the reasonable control of the affected party. The party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, or interference; provided however, that the party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

8.2 Non-Solicitation Agreement

FLVS and the Customer agree that during the term of this agreement, except as provided elsewhere in this Agreement or through mutual consent of both organizations, they shall not directly or indirectly engage, hire, employ, or solicit any employee of the other, or any subsidiary or affiliate of the other or otherwise induce or attempt to induce any employee of the other to leave employment of the other or alter the employment relationship of any employee with the other.

8.3 NCAA

NCAA continues to evolve its policy regarding evaluation of virtual school course work for student athletes. FLVS enjoys a strong working relationship with NCAA, and, as our Franchise partner, the Customer will join FLVS's umbrella by signing this Agreement and agreeing to abide by all FLVS policies regarding course delivery, instructional practices, and student management found in Appendices B and C. As part of the Agreement, the Customer will undergo intermittent quality assurance audits performed by FLVS personnel. The Customer will have access to all audit reports. FLVS reserves the right to report audit results to NCAA. Customer understands that non-FLVS courses offered by the district are not covered under the FLVS umbrella, and district will need to submit documentation to the NCAA to have any such courses approved separately.

8.4 Background Screening

FLVS agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to Customer's school grounds when students are present; (2) will have direct contact with Customer's students, or (3) have access or control of Customer's funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by Customer in advance of FLVS or its personnel providing any services under the conditions described in the previous sentence. FLVS shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to FLVS and its personnel. The parties agree that the failure of FLVS to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling Customer to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, FLVS agrees to indemnify and hold harmless Customer, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in FLVS's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by Customer or FLVS of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

8.5 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

8.6 Non-Discrimination

The parties shall not 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.

8.7 Records

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

8.8 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 shall be predicated upon any prior representations or agreements, whether oral or written.

8.9 Amendments

No modification, amendment, or alternation in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

8.10 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 party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach, and shall not be construed to be a modification of the terms of this Agreement.

8.11 Compliance with Laws

Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

8.12 Severability

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

8.13 Notice

When any of the parties desires to give notice to each other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changes by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To FLVS:	Florida Virtual School 2145 Metrocenter Blvd. Suite 200 Orlando, FL 32835
With a Copy to:	Mr. Ronald Blocker, President and CEO 2145 Metrocenter Blvd. Suite 200 Orlando, FL 32835
To Customer:	Superintendent of Schools

8.14 Authority

Each person signing this Agreement on behalf of either 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 part with respect to all provisions contained in this Agreement.

Florida VirtualSchool

Florida Virtual School
Franchise Agreement (USAss)

APPENDIX A

The Components, which are the subject of the FLVS Franchise Agreement, including FLVS Course Content, Third Party Components, FLVS Virtual School Administrator, Registration, Student Information System, and the Learning Management System granted to Customer and the fees payable to FLVS hereunder are as follows:

The most current version of all FLVS courses available for public release, with the exception of those still in a pilot or BETA phase of development.

1. **Fees**
   This list may be altered based on any additional course releases or enhancements during the year. The Course Catalog may be found at: http://www.flvs.net/Students/Pages/find-course.aspx#highschool.

FLVS Course Offerings	
Course Name	**Price**
SOCIAL STUDIES	
AP United States Government and Politics	75.00
AP Human Geography	50.00
AP Macroeconomics	50.00
AP Microeconomics	55.00
AP Psychology	80.00
Economics with Financial Literacy	50.00
Law Studies	90.00
M/J Civics	50.00
MJ United States History	50.00
MJ World History	50.00
Psychology	55.00
United States Government (Name Change)	50.00
United States History (Name Change)	50.00
World History	50.00
LANGUAGE ARTS	
AP Art History	50.00
AP Language	50.00
AP Literature	85.00
English 1	50.00
English 2	50.00
English 3	50.00
English 4	50.00



Intensive Reading	50.00
MJ Language Arts 1	50.00
MJ Language Arts 2	50.00
MJ Language Arts 3	50.00
Reading for College Success	50.00
Journalism I	50.00
English 4: Florida College Prep	50.00
Social Media	50.00
WORLD LANGUAGES	
Chinese 1	50.00
Chinese 2	50.00
Chinese 3	50.00
French I	50.00
French II	50.00
Latin 1	50.00
Latin 2	50.00
Latin 3	50.00
MJ Spanish Beginning	50.00
MJ Spanish Intermediate	50.00
Spanish 1	50.00
Spanish 2	50.00
Spanish for Spanish Speakers	50.00
MATHEMATICS	
Advanced Algebra with Financial Applications	50.00
Algebra 1	50.00
Algebra 2	50.00
AP Calculus AB	75.00
AP Calculus BC	75.00
AP Statistics	50.00
Calculus	75.00
Geometry	50.00
Liberal Arts Math 2	60.00
Math for College Readiness	65.00
MJ Math 1	50.00
MJ Math 2	50.00
MJ Pre-Algebra	50.00
Precalculus Honors	80.00
SCIENCE	
Anatomy & Physiology	55.00
AP Biology	90.00
AP Environmental Science	50.00

Biology	80.00
Chemistry	50.00
Earth Space Science	50.00
Forensic Science	90.00
Marine Science	50.00
MJ Science 1	50.00
MJ Science 2	50.00
MJ Science 3	55.00
Physical Science	50.00
Physics	55.00
CAREERS AND LIFE SKILLS	
AP Computer Science	70.00
Art History and Criticism 1 Honors	50.00
Career Research and Decision Making	85.00
Creative Photography	90.00
Critical Thinking and Study Skills	85.00
Drivers Education	100.00
Fitness Lifestyle Design	50.00
Guitar 1	90.00
HOPE	50.00
Leadership Skills Development	85.00
Life Management Skills	50.00
MJ Creative Photography	90.00
MJ Critical Thinking, Problem Solving and Learning Strategies	50.00
MJ Fitness	50.00
MJ Guitar I	90.00
MJ Physical Education 6	50.00
MJ Physical Education 7	50.00
Music of the World	90.00
Outdoor Education	115.00
Peer Counseling 1	85.00
Personal Fitness	50.00
Theater, Cinema & Film Production	100.00
MJ Careers in Fashion & Interior Design	90.00
Criminal Justice Operations	90.00
CAREERS AND TECHNICAL EDUCATION	
Applied Object-Oriented Java Programming	103.00
Business Software Applications I	103.00
Business Software Applications I	103.00
Computer and Network Security Fundamentals	103.00
CSIT Network Systems Configuration	103.00

CSIT System Essentials	103.00
Data and Control Functions	103.00
Database Fundamentals	103.00
Dave Ramsey's Foundations in Personal Finance	90.00
Digital Design 1	103.00
Digital Information Technology	75.00
Digital Media/Multimedia Foundations 1	103.00
Digital Media/Multimedia Foundations 2	103.00
Digital Media/Multimedia Foundations 3	103.00
Digital Media/Multimedia Foundations 4	103.00
Digital Media/Multimedia Foundations 5	103.00
Foundations of Web Design	70.00
Introduction to Information Technology	95.00
M/J Business Keyboarding	65.00
MJ Career Research and Decision Making	50.00
Networking 1	103.00
Networking 2 Infrastructure	103.00
Networking 3 Infrastructure	103.00
Parenting Skills	90.00
Personal and Family Finance	90.00
Specialized Database Applications	103.00
Specialized Database Programming	103.00
Technology Support Services - Client Systems	103.00
Technology Support Services - Network Systems	103.00
User Interface Design	70.00
CREDIT RECOVERY	
Algebra 1	50.00
Algebra 2	50.00
Biology I	50.00
Chemistry I	50.00
Economics with Financial Literacy	50.00
English 1	50.00
English 2	50.00
English 3	50.00
English 4	50.00
Geometry	50.00
US Government	50.00
US History	50.00
World History	50.00
OTHER ELECTIVES	
Anthropology	90.00

Art in World Cultures	90.00
Astronomy Solar/Galactic	90.00
Early Childhood Education	90.00
Health Science I	90.00
Holocaust	90.00
Philosophy	90.00
Psychology II	90.00
Sociology	90.00
Speech I	90.00
Sports, Recreation and Entertainment Marketing Management	90.00
World Religions	90.00

FLVS Invoicing Schedule for Billable Enrollments Served:
July 2015
November 2015
March 2016

Course Discontinuation
FLVS reserves the right to discontinue the availability of any course listed herein. In so doing, FLVS will assure the students currently in the course are permitted to matriculate and complete their course with the current course they are currently enrolled in.

Elementary Course Fees
See Appendix C for Elementary course offerings.

Florida VirtualSchool

Florida Virtual School
Franchise Agreement (USAss)

APPENDIX B

This Appendix sets out the terms and conditions pursuant to which the Customer may obtain and utilize the Licensed Materials (as defined in the FLVS Franchise Agreement – Terms and Conditions). Failure to meet these requirements may result in disciplinary action up to and including termination of the Franchise as outline in Appendix D.

Florida Virtual School Responsibilities

1) Provide a Franchise Operations Manager assigned to support the Customer's district.
2) Provide access to LMS platform.
3) Provide contact information for Platform Provider.
4) Provide systems training during the 2015 fiscal year for Franchises, inclusive of VSA, LMS, Web Collaboration Tool, and other systems utilized for student instruction.
5) Provide hosting of courses on LMS platform.
6) Provide course materials to students to be returned to FLVS main office at the conclusion of the course, unless deemed disposable and as outlined in Appendix E for Elementary.
7) Provide course updates.
8) Provide Student Information Management System (VSA).
9) Provide Quality Assurance Services inclusive of one Classroom Audit and one Completion Audit per instructor, Educator footprints reports upon request, and QA training.
10) Provide Academic Integrity Services inclusive of investigation and documentation.
11) Provide monthly parent/student survey results.
12) Provide Annual District Satisfaction Report.
13) Provide Instructor Training for all new course releases.
14) Provide new Instructor Training.
15) Provide a year-end evaluation of the program.
16) Provide Franchise Management Training.
17) Provide syllabus documents for AP courses for use in AP audit process.
18) Provide co-branded digital flyer, which is designed and sent to your Franchise for distribution three (3) times a year (August, January, and May)*.
19) Provide co-branded digital poster, which is designed and sent to you Franchise for distribution once per year*.
20) Provide access to FLVS video course tours.

**All messaging will be pre-determined and at the discretion of FLVS based on time of year.*

Florida VirtualSchool

Florida Virtual School
Franchise Agreement (USAss)

The Customer is Responsible for the Following Items:

1) Schedule a meeting with representatives of FLVS and the Superintendent or his/her designee in March, April, May, or June, prior to the implementation of this Agreement. Said meeting is for the purpose of ensuring a correct and quality implementation of the Franchise program and must occur before the Franchise contract will be renewed for the following school year.
2) Provide FLVS seven (7) days written notice of any meeting of Customer's school board to discuss and/or consider action regarding FLVS, this Agreement, or the terms thereof.
3) Return this signed contract by July 30, 2015.
4) Provide payment as specified in contract.
5) Provide a point of contact for FLVS at the district level and at the Franchise leadership level.
6) Adhere to all branding policies as outlined in the FLVS Marketing and Communications Franchise Policy Guide. Link to Policy: https://flvs.force.com/franchise/00P5000000RJ2EK
7) Use the FLVS Learning Management System and Student Information System.
8) Complete course list three (3) weeks prior to delivery date.
9) Report only Florida Virtual School courses within the Franchise.
10) All student transfers must be approved and processed by Florida Virtual School.
11) Abide by the Academic Integrity policies established by FLVS.
12) Customer will provide accurate rosters of teachers, including contact information and subjects they teach, at the following intervals: July 1st and December 1st. Keep FLVS updated with new hires and departures.
13) Require that all teachers have completed new teacher training before being placed with students.
14) Require all teachers of new courses complete training on the new course within two (2) weeks of training being made available.
15) Require that no student shall be completed in a course without having taken the final segment exams.
16) Require that all teacher and student email communications be maintained within the LMS.
17) Provide certified teachers in the subject they are teaching or teachers who possess a statement of eligibility. Provide certification number in VSA account.
18) Acknowledge sole responsibility for compliance with College Board AP Audit. If Franchise AP courses are not authorized, courses may not be offered with the AP label.
19) Participate in end-of-year Franchise evaluations.
20) Participate in Annual Franchise Management Training.
21) Employ a Franchise leader whose primary duty is to supervise, monitor, and evaluate the Franchise teachers and its program.
22) Provide FLVS with End of Course (EOC), AP, and FSA summary and demographic data for FLVS courses upon request.

23) Implement teacher Memorandum of Agreement provided by FLVS as Appendix D, and submit signature page to FLVS by October 1, 2015 or within 30 days of employment.
24) Achieve an 85% or better satisfaction rating or higher as measured by Annual Customer Satisfaction Surveys as reviewed by FLVS's external vendor.
25) All public records requests received regarding this Franchise Agreement or any services provided thereunder must be provided to Florida Virtual School within 24 hours of the receipt by the customer.
26) The Franchise will apply appropriate corrective or disciplinary action to any teachers providing services pursuant to this Agreement that FLVS identifies as failing to properly deliver the curriculum.
27) Provide high-resolution vector logo to FLVS by July 30, 2015.
28) Use tagline "Powered by FLVS" when specifically promoting FLVS courses.
29) Encourage instructors and staff to attend FLVS Professional Development offerings and award professional development in service points upon completion.

Florida VirtualSchool

APPENDIX C

This Appendix sets out the terms and conditions pursuant to which the Customer may obtain and utilize K-5 Elementary courses.

1. **FLVS Responsibilities**
FLVS agrees to provide the following to the school district:

a) Access to Courses: A license for Authorized Users to access the courses, which are hosted by Connections on Connexus® or any Education Management System ("EMS") maintained by Connections. Courses may be added or deleted from the Course List upon the mutual agreement of the parties. In addition, Connections may determine in its sole discretion not to continue to offer a course, and in such event, Connections shall notify FLVS promptly upon making such determination, but in no event later than the end of an academic year with regard to future academic years.

b) Access to Materials: A license to use all required materials in either electronic or print format, as the case may be, including textbooks, curricular materials, and ancillary materials such as workbooks, texts, and other materials ("Materials"). Materials available electronically and in print format will be provided in electronic format. The use of the Materials shall be made expressly subject to Connections' Educational Materials and Hardware Policy, located at: http://www.connectionslearning.com/connections-learning/educational-materials-and-hardware-policy.aspx.

Connections shall be responsible for shipping all required Materials and for soliciting the return of all re-usable Materials from Authorized Users. Any re-usable Materials provided by Connections will be the exclusive property of Connections or its Contractors, and Connections shall have the right to recover and re-usable Materials from Authorized Users at the conclusion of each academic year or when the student is no longer enrolled, whichever is sooner. Connections may invoice students for any Materials that are not returned, unless prohibited by applicable law.

c) Access to EMS:

1. A limited, royalty free, non-transferrable, non-exclusive license for the duration of each course to access and use the EMS, including providing web-based access to the courses by Authorized Users The use of the EMS shall be made expressly subject to the Terms of Use: https://www.connexus.com/public/termsOfUse.html.
2. Access to the following EMS modules:
   - Gradebook
   - Attendance
   - Message Boards
   - Webmail
   - Standard Reporting
   - Course Delivery
3. Access to information about Student progress, attendance, performance, participation, and other metrics through the EMS.
4. Access to basic Student information stored on the EMS.
5. Access to standard data/field elements for the Schools to upload additional enrollment documents into the EMS.
6. 24/7 technical support through online help (in the EMS), live phone support via Connections Support Services to Authorized Users Monday-Friday 9:00 AM to 9:00 PM ET, and on-call support all other times.

d) Professional and Technical Support Services:

1. Access to monthly enrollment reports.
2. Import of enrollment data provided by Reseller of the School into the EMS.
3. Tracking of course Materials.
4. Initial set-up for Students.
5. The following support to the Reseller:
   - Eight (8) contiguous hours of face-to-face training at a single location.
   - Online training throughout the academic year available on an as needed basis.
   - One-on-one support from the Connections Program Manager.
6. The following support to Schools:
   - Access to online training series for Teachers and other School Administrative Staff.
   - Online orientation of Teachers and other School Administrative Staff.
   - Provide an orientation to Students.
   - Just-In-Time-Help, which provides access to live teaching staff support through Connections School Support Help Desk (hours of operation are Monday-Friday from 8:30 AM to 6:00 PM ET) and 24 hour access

to a library of online training and professional development resources.

2. **District Responsibilities**

a) In order to access and utilize courses, School District shall:

1. Provide Teachers for all courses.
2. Abide by the Terms and Conditions.
3. Transmit all necessary enrollment data to FLVS, including contact and address information, grade and course selections for each Student, as specified in the enrollment template.
4. Ensure Student access to the internet and a computer meeting the specifications at:
   http://www.connectionslearning.com/connections-learning/technology/home.aspx
   Internet access must provide sufficient bandwidth to effectively access and use the courses and other features of Connexus®.
5. Grant Connections permission to contact Authorized Users to recover Materials.
6. Pursuant to a signed, written agreement, comply and assure compliance by the Authorized Users with the following:
   - Terms of Use: https://www.connexus.com/public/termsOfUse.html
   - Connections' Educational Materials and Hardware Policy: http://www.connectionslearning.com/connections-learning/educational-materials-and-hardware-policy.aspx.
7. Make Teachers and Administrative Staff available for all necessary training.

3. **Fees**

a) School District agrees to pay FLVS for Licenses to course enrollments (as defined herein) based on the following:

1. For each core course grouping (i.e. includes both A and B semesters courses for a total of one (1) credit) identified as such on Exhibit A ("Core Course") licensed School District shall pay FLVS $350.
2. For each elective course identified as such on Exhibit A ("Elective Course") licensed School District shall pat FLVS $150.
3. For each premium elective course identified as such on Exhibit A ("Premium Elective Course") licensed School District shall pay FLVS $175.

b) "Course Enrollment" shall be defined as a single Student taking a single course or a course grouping, as defined above, during a specified period.

c) "Student Enrollment" shall be defined as a single full-time Student taking up to 14.5 semester courses during an academic year.

d) If a Student withdraws from a course enrollment and such withdrawal occurs during the first thirty (30) days of the effective date of the License, the School District shall pay FLVS:

1. $50 for each Core Course (other than Kindergarten Language Arts for which the full price will be payable due to the cost to Connections of such course).
2. $25 for each Elective Course and for each Premium Elective Course. If a Student withdraws from a Student Enrollment and such withdrawal occurs during the first thirty (30) days of the effective date of the License, the School District shall pay FLVS $100 for each such Student Enrollment. Any amounts previously paid to FLVS in excess of the amount specified to be paid upon such withdrawal, if any, shall be refunded to the School District within thirty (30) days of FLVS being notified of the withdrawal by a Student.

e) Required face-to-face training provided by FLVS shall be at the following rates:

1. $4500 for a multi-Teacher training session for up to eight (8) Teachers and $1500 for each additional Teacher, or if there are less than three (3) Teachers, than a per Teacher fee of $1500. Training fees include all FLVS expenses. Training fees will be invoices monthly beginning July 1st for any new Teacher on-boarded since the preceding invoice, and payment is to be made within thirty (30) days of the date of the invoice.

Florida VirtualSchool

Florida Virtual School
Franchise Agreement (USAss)

Course	Grade Level	Pricing Tiers	Price
Language Arts (1) A & B	1	A	$ 350.00
Language Arts (2) A & B	2	A	$ 350.00
Language Arts (3) A & B	3	A	$ 350.00
Language Arts (4) A & B	4	A	$ 350.00
Language Arts (5) A & B	5	A	$ 350.00
Language Arts (K) A & B*	K	A	$ 350.00
Math (1) A & B	1	A	$ 350.00
Math (2) A & B	2	A	$ 350.00
Math (3) A & B	3	A	$ 350.00
Math (4) A & B	4	A	$ 350.00
Math (5) A & B	5	A	$ 350.00
Math (K) A & B	K	A	$ 350.00
Science (1) A & B	1	A	$ 350.00
Science (2) A & B	2	A	$ 350.00
Science (3) A & B	3	A	$ 350.00
Science (4) A & B	4	A	$ 350.00
Science (5) A & B	5	A	$ 350.00
Science (K) A & B	K	A	$ 350.00
Social Studies (1) A & B	1	A	$ 350.00
Social Studies (2) A & B	2	A	$ 350.00
Social Studies (3) A & B	3	A	$ 350.00
Social Studies (4) A & B	4	A	$ 350.00
Social Studies (5) A & B	5	A	$ 350.00
Social Studies (K) A & B	K	A	$ 350.00
Art (K)	K	B	$ 150.00
Art 1	1	B	$ 150.00
Art 2	2	B	$ 150.00
Art 3	3	B	$ 150.00
Art 4	4	B	$ 150.00
Art 5	5	B	$ 150.00
Educational Technology and Online Learning 1	1	B	$ 150.00
Educational Technology and Online Learning 2	2	B	$ 150.00
Educational Technology and Online Learning 3	3	B	$ 150.00
Educational Technology and Online Learning 4	4	B	$ 150.00
Educational Technology and Online Learning 5	5	B	$ 150.00

Educational Technology and Online Learning K	K	B	$ 150.00
Exploratory Spanish	K	B	$ 150.00
Physical Education 1	1	B	$ 150.00
Physical Education 2	2	B	$ 150.00
Physical Education 3	3	B	$ 150.00
Physical Education 4	4	B	$ 150.00
Physical Education 5	5	B	$ 150.00
Sign Language K-5 (Children's)	K-5	B	$ 150.00
Discovering Music I	3-5	C	$ 175.00
Discovering Music II	3-5	C	$ 175.00
Elementary Chinese I	3-5	C	$ 175.00
Elementary Chinese II	3-5	C	$ 175.00
Elementary Spanish I	1-5	C	$ 175.00
Elementary Spanish II	1-5	C	$ 175.00
Experiencing Music I	K	C	$ 175.00
Experiencing Music II	K	C	$ 175.00

**There is an additional restocking fee of $300.00.*

Florida VirtualSchool

APPENDIX D

FLVS Mission:
To deliver a high quality, technology-based education that provides the skills and knowledge Students need for success.

FLVS Vision:
To transform education worldwide, one Student at time.

FLVS Values:

- Student Focus
- Innovation
- Integrity
- Passion
- Communication

FLVS Commitment:
The Student is at the center of every decision we make.

FLVS Franchise Policy Guide:
Communication and interaction are at the heart of our success. Research continues to show that Student-Teacher interaction is the key to a successful educational experience. Frequent Student-Teacher communication in the virtual learning environment requires commitment above and beyond the traditional work day by staff, as communication is the critical element to the success of the program. Florida Virtual School's evaluation consistently shows overwhelming need and appreciation for the frequent communication that is occurring between staff and Students. Voice-to-voice communication and email are considered essential and are expected on a regular basis. Teachers are expected to perform Discussion Based Assessments as scheduled and additional as needed.

Academic Integrity:
Academic Integrity, along with hiring the best and brightest instructional staff, is one of the core values at FLVS. It is one of the most important things we do as a learning organization. Done well, Students will make decisions based on values that will prepare them as productive, meaningful, and ethical citizens. All Franchise teachers will comply with the FLVS Academic Integrity policies and procedures, which can be found at:

http://www.flvs.net/areas/flvscourses/Documents/AcademicIntegrity.pdf

Welcome Phone Call:

Prior to being granted access to their online course, students must have a Welcome Phone Call conversation with their instructors. During the initial Welcome Call, instructors will ask for a preferred method of contact. Instructors will make note of the preferred method and communicate student progress according what parent's request.

Grading Student Work:

1. A major component of proper communication is returning student work in a timely manner. It is the Florida Virtual School's policy that all communication be returned within 24 hours. Responding within 24 hours does not have to include the grading of all work that was submitted the previous day. It is the responsibility of the instructor to inform students about the expected turnaround time on grading work that has been submitted. All work should be graded within 48 hours of submission.

2. Florida Virtual School uses the state adopted grading scale. Per Florida Statute 232.2463 High School Grading System:
   a) Grade A equals 90% through 100%.
   b) Grade B equals 80% through 89%.
   c) Grade C equals 70% through 79%.
   d) Grade D equals 60% through 69%.
   e) Grade F equals 0% through 59%.
   f) W – Student withdrawn during grace period. No credit awarded.
   g) WF – Student withdraws past grace period with a failing grade at the time of withdrawal. No credit awarded.
   h) WP – Student withdraws past grace period with a passing grade at the time of withdrawal. No credit awarded.
   i) P – Indicates that credit was awarded based on the student passing a state-administered End of Course (EOC) assessment instead of completed 100% of the course materials. Florida refers to this as a Credit Acceleration Program (CAP) credit. However, Florida has instituted EOC exams for select courses. A final grade issued by FLVS in one of the EOC exam courses may be interpreted differently based on district policies in effect at the time of enrollment and/or completion, and specific requirements per Florida Statute.

Each Florida School District reserves the right to input FLVS statuses into their county transcript system based on their specific student progression plan and/or reporting capabilities.

Florida VirtualSchool

Final Exam Policy:
The purpose of the final exam is to assist in validating that Students have demonstrated mastery of key course concepts and standards. The final exam, unto itself, is not the sole determiner of Student achievement; however, students are required to take a final exam in all FLVS courses.

In order to maintain the integrity of all FLVS grades, instructors may choose to facilitate random oral assessments and/or face-to-face exams.

Minimum Length of Courses:
To ensure that Students are mastering content within their courses, it is important to remember that the 14-day minimum learning experience for all half-credit courses and a 28-day minimum for all full credit courses remains in effect. In order for Students to successfully complete a skill-based course with specific course requirements, such as a time component (i.e. workout logs in Personal Fitness), a longer minimum learning experience may be required.

As noted in the statement above, skill-based courses with a time component require a longer minimum stay. PE courses fall into that category.

Personal Fitness (PF):	21 Days
Fitness Lifestyle Design (FLD):	24 Days
Health Opportunities in Physical Education (HOPE):	21 Days

Documentation of Student Work:
All Student assessment records should be kept in the FLVS course management system. Primarily, Student work will be completed within the course management system. Keep digital documentation of any Student assessments given by phone or in the chat room. Create a system for storing work that would be logical to anyone. Record the assessment grade and comments in the LMS. All email communication with Students must be maintained within the LMS.

Florida VirtualSchool

Florida Virtual School
Franchise Agreement (USAss)

As a Franchise Teacher, I have read and agree to abide by all FLVS Instructional Polices as found at :https://flvs.force.com/franchise/00P5000000RIeAu

Teacher Name	Certification	Areas

Teacher Signature	Date

Franchise Leader	Date

Please submit this form to the Franchise Manager within ten (10) business days of Teacher employment with your Franchise school.

APPENDIX E
Steps for Enforcement

In order to ensure that its products and services are properly presented, FLVS reserves the right to review both the individual and overall performance of the Franchise. Based on defined expectations for performance and policy/procedure alignment, FLVS will notify the Franchise representative of any discrepancies so that the representative may take immediate action to correct the issue(s). FLVS may assist in providing additional tools and/or training at the expense of the Franchise. Should the discrepancies continue, either with or without remediation, FLVS reserves the right to have a non-performing individual removed from the Franchise program and/or terminate the Agreement with the Franchise.

Step One: Verbal Warning

1. Memo to file summarizing discussion.
2. Franchise may file a written document outlining an opposing view with FLVS Franchise Manger, Director and Chief.
3. Verbal communication with Franchise Manager to identify deficiencies with a plan for correction of identified deficiencies to bring Franchise back into compliance within seven (7) business days.
4. If deficiency is not corrected within seven (7) business days with the Franchise back in compliance of the Franchise contract, parties involved will attend mandatory training with costs being incurred by the Franchise, and/or be levied penalties and fines.

Step Two: Probation

1. Should the discrepancies continue, FLVS will place the Franchise on probation for no longer than one year.

SUWANNEE–
HAMILTON
TECHNICAL CENTER



MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools

FROM: Walter Boatright, Jr., Principal, RiverOak Technical College

THRU: Janene Fitzpatrick, Assistant Superintendent for Instruction
Ted Roush, Assistant Superintendent for Administration

DATE: July 9, 2015

RE: Agenda Item for July 28, 2015, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval to accept the Vocational Programs/Courses Directory for 2015-2016.

BACKGROUND:

The Vocational Directory lists the approved courses for Career, Technical, and Adult Education, district wide.

SUWANNEE COUNTY SCHOOL BOARD

VOCATIONAL PROGRAMS/COURSES

2015-2016

The courses listed in this document are intended to be a catalog of all courses and programs offered and do not imply funds from grants will be used for ineligible purposes.

North Florida Area Consortium Approved ___TBA_____
Suwannee County School Board Approved ___TBA_____

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RiverOak Technical College 2015-2016						
Program Number	**Course Number**	**Program Title Course Title/Hours**	**CIP Number**	**Grade Level**	**Hours/Credit**	**Day or Night**
		ADULT EDUCATION				
9900100		**Adult General Education for Adults with Disabilities**	1532.010204	PSAV	Based on POS	Day/Night
S990002		**Adult General Education for Adults with Disabilities**	13990002SN		Based in AIEP	
9900010	Varies	**General Education – Promotion** (any secondary course in the course code directory) (Adult High School Only)	1532.010202	PSAV	90	Day/Night
9900099	Varies	**General Education – Promotion Co-Enrolled** (any secondary course in the course code directory) (9-12th grade High School Only)	1532.019900	Secondary	Varies	Day/Night
9900040	9900040	**Adult English for Speakers of Other Languages(ESOL)**	1532.01033	PSAV	2700 hours maximum	Day/Night
9900000		**Adult Basic Education**	1532.0102000	PSAV	Varies	Day/Night
	9900001	ABE Mathematics				
	9900002	ABE Reading				
	9900003	ABE Language Arts				

RiverOak Technical College 2015-2016						
Program Number	**Course Number**	**Program Title Course Title/Hours**	**CIP Number**	**Grade Level**	**Hours/Credit**	**Day or Night**
		ADULT EDUCATION				
99000130		**GED Preparation**	1532.010207	PSAV	Varies	Day/Night
LCP V	99000131	GED Reasoning through Language Arts				
LCP W	99000132	GED Social Studies				
LCP X	99000133	GED Science				
LCP Y	99000134	GED Mathematical Reasoning				
LCP V-Y	99000135	GED Comprehensive				
9900120		**Pre-GED Preparation**	1532.010206	PSAV	900	Day/Night
LCP A	9900121	Pre-GED Language Arts, Writing			300	
LCP B	9900122	Pre-GED Social Studies			100	
LCP C	9900123	Pre-GED Science			100	
LCP D	9900124	Pre-GED Language Arts, Reading			100	
LCP E	9900125	Pre-GED Mathematics			300	
LCP A-E	9900126	Pre-GED Comprehensive			900	
S990001		**Adult General Education VPI**	1199.0002SN	PSAV	Varies	Day/Night
A	S990011	(AAAE) -Math				
B	S990021	(AAAE) -Language Arts				
C	S990031	(AAAE) -Reading				
A-C	S990041	(AAAE) -Comprehensive				

RiverOak Technical College 2015-2016						
Program Number	**Course Number**	**Program Title Course Title/Hours**	**CIP Number**	**Grade Level**	**Hours/Credit**	**Day or Night**
		ARCHITECTURE & CONSTRUCTION				
1463112		**Brick and Block Masonry**	0646.010103	PSAV	1650 hours	Day
A	BCV0330	Masonry Tender			450 Hours	
B	BCV0360	Bricklayer Helper			300 Hours	
	BCV0362	Brick Mason 1			450 Hours	
C	BCV0363	Brick Mason 2			450 Hours	
8722900		**Brick and Block Masonry**	0646.010103	Secondary	5 credits	Day
-	8722610	Masonry 1			1	
-	8722620	Masonry 2			1	
A	8722630	Masonry 3			1	
-	8722640	Masonry 4			1	
B	8722650	Masonry 5			1	

RiverOak Technical College 2015-2016						
Program Number	**Course Number**	**Program Title Course Title/Hours**	**CIP Number**	**Grade Level**	**Hours/Credit**	**Day or Night**
		ARCHITECTURE & CONSTRUCTION				
8720300		**Building Construction Technology**	0646.040502	Secondary	Total 7 credits	Day
-	8720310	Building Construction Technology 1			1 credit	
-	8720320	Building Construction Technology 2			1 credit	
A	8720330	Building Construction Technology 3			1 credit	
-	8720340	Building Construction Technology 4			1 credit	
-	8720350	Building Construction Technology 5			1 credit	
I460401		**Building Construction Technology**	0646.040502	PSAV	1050 hours	Day
A	BCV0400	Building Construction Helper			450 Hours	
	BCV0401	Building Construction Technician 1			300 Hours	
B	BCV0402	Building Construction Technician 2			300 Hours	

RiverOak Technical College 2015-2016						
Program Number	**Course Number**	**Program Title Course Title/Hours**	**CIP Number**	**Grade Level**	**Hours/Credit**	**Day or Night**
		ARCHITECTURE & CONSTRUCTION				
8727200		**Electricity**	0646030202	9-12	8 credits	DAY
	8727210	Electricity 1			1 credit	
A	8727220	Electricity 2			1 credit	
	8727230	Electricity 3			1 credit	
	8727240	Electricity 4			1 credit	
B	8727250	Electricity 5			1 credit	
	8727260	Electricity 6			1 credit	
	8727270	Electricity 7			1 credit	
C	8727280	Electricity 8			1 credit	
I460312		**ELECTRICITY**	0646030202	PSVA	**1200 hours**	Day
A	BCV0603	Electrician Helper			300 hours	
B	BCV0640	Residential Electrician			450 hours	
C	BCV0652	Commercial Electrician			450 hours	
I469999 8700400	I46999 8700400	**Architectural & Construction Cooperative Education -OJT**	0646.9999CP	PSAV Secondary	Varies Varies	
8700100	8700100	**Architectural & Construction Directed Study**	0647.999901	Secondary	Multiple	

RiverOak Technical College 2015-2016						
Program Number	**Course Number**	**Program Title Course Title/Hours**	**CIP Number**	**Grade Level**	**Hours/Credit**	**Day or Night**
		ARCHITECTURE & CONSTRUCTION				
8721600		**Plumbing Technology**	0646050302	9-12	7 credits	Day
	8721610	Plumbing Technology 1				
A	8721620	Plumbing Technology 2				
	8721630	Plumbing Technology 3				
B	8721640	Plumbing Technology 4				
	8721650	Plumbing Technology 5				
C	8721660	Plumbing Technology 6				
D	8721670	Plumbing Technology 7				
I460513		**Plumbing Technology**	0646050302	PSVA	**960 hours**	Day
A	BCV0508	Helper, Plumber, Pipefitter			360 hours	
B	BCV0540	Residential Plumber			240 hours	
C	BCV0562	Commercial Plumber			240 hours	
D	BCV0592	Plumber			120 hours	

RiverOak Technical College 2015-2016						
Program Number	**Course Number**	**Program Title Course Title/Hours**	**CIP Number**	**Grade Level**	**Hours/Credit**	**Day or Night**
		ARTS, A/V TECHNOLOGY & COMMUNICATIONS				
8209600		**Digital Design**	0510.030306	Secondary	8 credits	Day
A	8209020	Computing for College and Careers			1 credit	
B	8209510	Digital Design 1			1 credit	
	8209520	Digital Design 2			1 credit	
C	8209530	Digital Design 3			1 credit	
	8209540	Digital Design 4			1 credit	
D	8209550	Digital Design 5			1 credit	
	8209560	Digital Design 6			1 credit	
E	8209570	Digital Design 7			1 credit	
B070600		**Digital Design**	0510.030306	PSAV	1200 hours	Day
A	OTA0040	Information Technology Assistant			150 Hours	
B	GRA0024	Production Assistant			150 Hours	
C	GRA0025	Digital Assistant Designer			300 Hours	
D	GRA0026	Graphic Designer			300 Hours	
E	GRA0027	Media Designer			300 Hours	

RiverOak Technical College 2015-2016						
Program Number	**Course Number**	**Program Title Course Title/Hours**	**CIP Number**	**Grade Level**	**Hours/Credit**	**Day or Night**
		BUSINESS, MANAGEMENT & ADMINISTRATION				
8212500		**Administrative Office Specialist**	0552.040103	Secondary	7 credits	Day
A	8209020	Computing for College and Careers			1 credit	
	8212110	Administrative Office Technology 1			1 credit	
B	8212120	Business Software Applications 1			1 credit	
C	8209510	Digital Design1			1 credit	
Don't Offer	8212410	Administrative Office Technology 2			1 credit	
	8212420	Administrative Office Technology 3			1 credit	
D	8212160	Business Software Applications 2			1 credit	
B070330		**Administrative Office Specialist**	0552.040103	PSAV	1050 hours	
A	OTA0040	Information Technology Assistant			150	
B	OTA0041	Front Desk Specialist	Office Tec Soft One	150 150	300	
C	OTA0030	Assistant Digital Production Designer			150	
D	OTA0043	Administrative Office Assistant	Soft Two Quick Books	150 300	450	
8200100	8200100	**Business Education Directed Study**	0507.99901	Secondary (11-12)	Multiple	Day

RiverOak Technical College 2015-2016						
Program Number	**Course Number**	**Program Title Course Title/Hours**	**CIP Number**	**Grade Level**	**Hours/Credit**	**Day or Night**
		BUSINESS, MANAGEMENT & ADMINISTRATION				
8212300		**Medical Administrative Specialist**	0551.071603	Secondary	7 credits	Day
A (Gill - Roberts)	8202020	Computing for College and Careers			1 credit	
	8212110	Administrative Office Technology 1			1 credit	
B	8212120	Business Software Applications 1			1 credit	
	8212201	Medical Office Technology 1			1 credit	
C	8212202	Medical Office Technology 2			1 credit	
	8212203	Medical Office Technology 3			1 credit	
D	8212204	Medical Office Technology 4 (Internship)			1 credit	
B070300		**Medical Administrative Specialist**	0551.071603	PSAV	1050 hours	Day
A	OTA0040	Information Technology Assistant			150	
B	OTA0041	Front Desk Specialist	Office Tec Soft One	150 150	300	
C	OTA0631	Medical Office Technologist			300	
D	OTA0651	Medical Administrative Specialist			300	

RiverOak Technical College 2015-2016						
Program Number	**Course Number**	**Program Title Course Title/Hours**	**CIP Number**	**Grade Level**	**Hours/Credit**	**Day or Night**
		DIVERSIFIED EDUCATION				
D886200 **8300420**		**Cooperative Diversified Education – OJT**	1098.8620CP	PSAV Secondary	Multiple Multiple	Day Day
8300100	8300100	**Diversified Directed Study**	1098.999901	Secondary	Multiple	Day
8303000		**Diversified Career Technology**	1098.8610CP	Secondary	Multiple	Day Day
	8303010	Diversified Career Technology Principles			1 credit	
	8300410	Diversified Career Technology – OJT			Multiple	
	8303020	Diversified Career Technology Applications			1 credit	
	8303030	Diversified Career Technology Management			1 credit	
D886100		**Diversified Career Technology**	1098.8610CP	PSAV	Multiple	
	VPI0400	Diversified Career Technology			150	
	VPI0440	Diversified Career Technology OJT			150	
	VPI0401	Diversified Career Technology Applications			150	
	VPI0402	Diversified Career Technology Management			150	
8300430	8300430	**Guided Workplace Learning Internship**	1098.8630CP	Secondary	Varies	Day

RiverOak Technical College 2015-2016						
Program Number	**Course Number**	**Program Title Course Title/Hours**	**CIP Number**	**Grade Level**	**Hours/Credit**	**Day or Night**
		EDUCATION & TRAINING				
8500100	8500100	**Education & Training Directed Study**	0429.999901		Multiple	Day
V200410	V200410	**Family Child Care Training**	0420.020205	PSAV	30 hours	Day/Night
8405100		**Early Childhood Education NEW**	0419070913	Secondary	4 credits	Day
A	8405110	Early Childhood Education New 1			1 Credit	
B	8405120	Early Childhood Education New 2			1 Credit	
C	8405130	Early Childhood Education New 3			1 Credit	
D	8405140	Early Childhood Education New 4			1 Credit	
E300100		**Early Childhood Education NEW**	0419070913	PSAV	600 hours	Day/Night
A	HEV0870	Child Care Worker 1			150 hours	
B	HEV0871	Child Care Worker 2			150hours	
C	HEV0872	Teacher Aide (Preschool)			150 hours	
D	HEV0873	Preschool Teacher			150 hours	

RiverOak Technical College 2015-2016						
Program Number	**Course Number**	**Program Title Course Title/Hours**	**CIP Number**	**Grade Level**	**Hours/Credit**	**Day or Night**
		HEALTH SCIENCES				
H170694		**Patient Care Technician**	0315.390205	PSAV	600 hours	Day/Night
A	HSC0003	Basic Healthcare Worker			90 hours	
B	HCP0121	Nurse Aide and Orderly (Articulated)			75 hours	
C	HCP0332	Advanced Home Health Aide			50 hours	
D	HCP0020	Patient Care Assistant			75 hours	
E	HSC0016	Allied Health Assistant			150 hours	
F	MEA0580	Advanced Allied Health Assistant			100 hours	
G	PRN0094	Patient Care Technician			60 hours	
H170605		**Practical Nursing**	0351.390100	PSAV	1350 hours	Day
A	HSC0003	Basic Healthcare Worker			90 hours	
B	HCP0121	Nurse Aide and Orderly (Articulated)			75 hours	
	PRN0091	Practical Nurse 1			285 hours	
	PRN0092	Practical Nurse 2			450 hours	
C	PRN0095	Practical Nurse 3			450 hours	

RiverOak Technical College 2015-2016						
Program Number	**Course Number**	**Program Title Course Title/Hours**	**CIP Number**	**Grade Level**	**Hours/Credit**	**Day or Night**
		HEALTH SCIENCE				
H170211		**Surgical Technology**	0351.090905	PSAV	1330 hours	Day
A	HSC0003	Basic Healthcare Worker			90 hours	
B	STS0015	Central Supply Technician			210 hours	
	STS0010	Surgical Technologist 1			343 hours	
	STS0011	Surgical Technologist 2			343 hours	
C	STS0012	Surgical Technologist 3			344 hours	
H170302		**Phlebotomy**	0351.100901	PSAV	165 hours	Day/Night
A	HSC0003	Basic Healthcare Worker			90 Hours	
B	MEA0520	Phlebotomist			75 Hours	
H170500		**Pharmacy Technician PSAV**	0351.080506	**PSAV**	1050	Day
A	HSC0003	Basic Healthcare Worker			90 hours	
	PTN0084	Pharmacy Technician 1			360 hours	
	PTN0085	Pharmacy Technician 2			300 hours	
B	PTN0086	Pharmacy Technician 3			300 hours	

RiverOak Technical College 2015-2016						
Program Number	**Course Number**	**Program Title Course Title/Hours**	**CIP Number**	**Grade Level**	**Hours/Credit**	**Day or Night**
		HOSPITALITY & TOURISM				
N100500		**Commercial Foods & Culinary Arts**	0412.050312	PSAV	1200 hours	Day
A	HMV0100	Food Preparation			300 hours	
B	HMV0170	Cook- Restaurant			300 hours	
C	HMV0171	Chef-Head Cook			300 hours	
D	HMV0126	Food Service Management			300 hours	
8800500		**Culinary Arts**	0420.040210	Secondary	4 credits	Day
A	8800510	Culinary Arts 1			1 credit	
B	8800520	Culinary Arts 2			1 credit	
C	8800530	Culinary Arts 3			1 credit	
D	8800540	Culinary Arts 4			1 credit	
8800600		**Culinary and Hospitality Specialties**	0420.040108	Secondary	2 credits	Day
A	8800610	Culinary & Hospitality Specialties 1			1 credit	
B	8800620	Culinary & Hospitality Specialties 2			1 credit	

RiverOak Technical College 2015-2016						
Program Number	**Course Number**	**Program Title Course Title/Hours**	**CIP Number**	**Grade Level**	**Hours/Credit**	**Day or Night**
		HUMAN SERVICES				
D500100		**Cosmetology**	0612.040102	PSAV	1200 hours	
	CSP0009	Grooming and salon services Core, Facials and Nails			225 hours	
	COS0002	Cosmetologist and Hairdresser 1			300 hours	
	COS0003	Cosmetologist and Hairdresser 2			300 hours	
A	COS0009	Cosmetologist and Hairdresser 3			375 hours	

RiverOak Technical College 2015-2016						
Program Number	**Course Number**	**Program Title Course Title/Hours**	**CIP Number**	**Grade Level**	**Hours/Credit**	**Day or Night**
		TRANSPORTATION, DISTRIBUTION, & LOGISTICS				
8709000		**Automotive Collision Repair & Refinishing**	0647.060300	Secondary	9 credits	
-	8709010	Automotive Collision Repair & Refinishing 1			1 credit	
-	8709020	Automotive Collision Repair & Refinishing 2			1 credit	
A	8709030	Automotive Collision Repair & Refinishing 3			1 credit	
B	8709040	Automotive Collision Repair & Refinishing 4			1 credit	
C	8709050	Automotive Collision Repair & Refinishing 5			1 credit	
-	8709060	Automotive Collision Repair & Refinishing 6			1 credit	
D	8709070	Automotive Collision Repair & Refinishing 7			1 credit	
-	8709080	Automotive Collision Repair & Refinishing 8			1 credit	
E	8709090	Automotive Collision Repair & Refinishing 9			1 credit	

RiverOak Technical College 2015-2016						
Program Number	**Course Number**	**Program Title Course Title/Hours**	**CIP Number**	**Grade Level**	**Hours/Credit**	**Day or Night**
		TRANSPORTATION, DISTRIBUTION, & LOGISTICS				
T400100		**Automotive Collision Repair and Refinishing 1**	0647.060303	PSAV	750 hours	Day
	ARR0210	Paint and Body Helper			250 hours	
A	ARR0213	Paint and Body Assistant			250 hours	
B	ARR0020	Auto Collision Estimator			100 hours	
C	ARR0313	Frame and Body Repairman			150 hours	
T400200		**Automotive Collision Repair and Refinishing 2**	0647.060304	PSAV	650 hours	Day
A	ARR0127	Automotive Refinishing			325 hours	
B	ARR0240	Automobile Body Repairer			325 hours	

RiverOak Technical College 2015-2016						
Program Number	**Course Number**	**Program Title Course Title/Hours**	**CIP Number**	**Grade Level**	**Hours/Credit**	**Day or Night**
		TRANSPORTATION, DISTRIBUTION & LOGISTICS				
8709400		**Automotive Service Technology**	0647.060405	Secondary	**9 credits**	
-	8709410	Automotive Service Technology 1/Level 2			1 credit	Day
A	8709420	Automotive Service Technology 2/Level 2			1 credit	
D	8709450	Automotive Service Technology 5/Level 2			1 credit	
E	8709460	Automotive Service Technology 6/Level 2			1 credit	
F	8709470	Automotive Service Technology 7/Level 2			1 credit	
-	8789480	Automotive Service Technology 8/Level 2			1 credit	
G	8709490	Automotive Service Technology 9/Level 2			1 credit	
H	8709491	Automotive Service Technology 10/Level 2			1 credit	
	8709492	Automotive Service Technology 11/Level 2			1 credit	
I	8709493	Automotive Service Technology 12/Level 2			1 credit	
I470608		**Automotive Service Technology**	0647.060405		**1800 hours**	Day
A	AER0014	Automobile Services Assistor			300 hours	
B	AER0110	Engine Repair Technician			150 hours	
C	AER0257	Automotive Transmission & Transaxle Tech			150 hours	
D	AER0274	Manual Drivetrain & Axle Technician			150 hours	
E	AER0453	Automobile Suspension andSteeringTechnician			150 hours	
F	AER0418	Automotive Brake System Technician			150 hours	
G	AER0360	AutomotiveElectrical/ElectronicSystemTechnician			300 hours	
H	AER0172	Automotive Heating and A/C Technician			150 hours	
I	AER0503	Automotive Engine Performance Technician			300 hours	

RiverOak Technical College 2015-2016						
Program Number	**Course Number**	**Program Title Course Title/Hours**	**CIP Number**	**Grade Level**	**Hours/Credit**	**Day or Night**
		VOCATIONAL EDUCATION INSTRUCTIONAL SUPPORT SERVICES				
E910100	E910100	**Continuing Workforce Education**		PSAV	Varies	Day/Night
S990002	S990002	**Career Education for Students with Disabilities**	13990002SN	PSAV	Variable based on AIEP	Day
S990004	S990004	**Supportive Competitive Employment for Adults with Disabilities Phase 1**	13990004SN	PSAV	Varies	Day

Suwannee Middle School 2015-2016						
Program Number	**Course Number**	**Program Title Course Title/Hours**	**CIP Number**	**Grade Level**	**Hours/Credit**	**Day or Night**
		AGRICULTURE, FOOD & NATURAL RESOURCES EDUCATION				
	8100210	**Exploration of Agriscience**	0101.9920EX	7/8th grade	N/A	Day
	8100320	**Fundamentals of Agriscience**		8th grade	N/A	Day
		BUSINESS, MANAGEMENT& ADMINISTRATION				
	8200520	**Computer Applications 1**		7/8th grade	N/A	Day
	8200210	**Computer Applications 2**		7/8th grade	N/A	Day
	1006000	**M/J Journalism 1**		7/8th grade	N/A	Day
	8208110	**Game & Simulation Foundations**		7/8th grade	N/A	Day
	8209020	**Computing for College & Careers**		8th grade	N/A	Day
		Human Services				
	8400320	**Medical Skills Services**		8th grade	N/A	Day

Branford High School 2015-2016						
Program Number	**Course Number**	**Program Title Course Title/Hours**	**CIP Number**	**Grade Level**	**Hours/Credit**	**Day or Night**
		AGRICULTURE, FOOD & NATURAL RESOURCES				
8106800		**Agritechnology**	0101.039901	Secondary	3 credits	Day
	8106810	Agriscience Foundations 1			1 credit	
	8106820	Agritechnology 1			1 credit	77
A	8106830	Agritechnology 2			1 credit	
8100100	8100100	**Agriculture, Food & Natural Resources Directed Study**	0101.999901	11-12th grade	Multiple credits	Day
8100310	8100110	**Orientation to Agriscience & Career Planning**	0101.9910OR	6-8th grade	semester	Day
8100410	8100410	**Agriculture, Food & Natural Resources Cooperative Education – OJT**	0101.9999CP	9-12th grade	Multiple credits	Day
8100320	8100320	**Fundamentals of Agriscience**	0101.9931PA	9-12th grade	1 credit	Day
8100330	8100330	**Advanced Concepts of Agriscience**	0101.999902	11-12th grade	1 credit	Day
		HUMAN SERVICES				
8500365	8500365	Family, Home, and Consumer Technology	0920.0118PA	9-12th grade	1 credit	Day

Branford High School 2015-2016						
Program Number	**Course Number**	**Program Title Course Title/Hours**	**CIP Number**	**Grade Level**	**Hours/Credit**	**Day or Night**
		ARCHITECTURE & CONSTRUCTION				
8720300		**Building Construction Technology**	0646.041502	9-12th grade	Total 7 credits	Day
	8720310	Building Construction Technology 1			1 credit	
	8720320	Building Construction Technology 2			1 credit	
A	8720330	Building Construction Technology 3			1 credit	
	8720340	Building Construction Technology 4			1 credit	
	8720350	Building Construction Technology 5			1 credit	
	8720360	Building Construction Technology 6			1 credit	
B	8720370	Building Construction Technology 7			1 credit	

Branford High School 2015-2016						
Program Number	**Course Number**	**Program Title Course Title/Hours**	**CIP Number**	**Grade Level**	**Hours/Credit**	**Day or Night**
		BUSINESS, MANAGEMENT & ADMINISTRATION				
8207010	8207010	**Emerging Technology in Business**	0507.0701PA	9-12th grade	1 credit	Day
8200320	8200320	**Applied Computer Business Skills I**	0507.0798PA	9-12th grade	.5 credit	Day
8300330	8300330	**Computer and Business Skills II**		9-12th grade	.5 credit	Day
8200130	8200130	**Business Keyboarding & Career Planning**	0507.999905	6-8th grade	Semester	Day
8200110	8200110	**Business Keyboarding**	0507.9999OR	6-8th grade	Semester	Day
8212500		**Administrative Office Specialist**	0507.040103	Secondary	4 credits	Day
A	8209020	Computing for College and Careers			1 credit	
	8212110	Administrative Office Technology 1			1 credit	
B	8212120	Business Software Applications 1			1 credit	
C	8209510	Digital Design 1			1 credit	

Branford High School 2015-2016						
Program Number	**Course Number**	**Program Title Course Title/Hours**	**CIP Number**	**Grade Level**	**Hours/Credit**	**Day or Night**
		DIVERSIFIED EDUCATION				
8300430	8300430	**Guided Workplace Learning (Internship)**	1098.8630CP	Secondary	Multiple	Day
8300420	8300420	**Cooperative Diversified Education – OJT** (employment related to career programs only)	1098.8620CP	Secondary	Multiple	Day
		EDUCATION & TRAINING				
8500100	8500100	**Education & Training Directed Study**	0420.999901	10-12th grade	Multiple Credits	Day
8909000		**Teacher Assisting**	0713.129902	Secondary	4 credits	Day
A	8909010	Teacher Assisting 1			1 credit	
	8909020	Teacher Assisting 2			1 credit	
	8909030	Teacher Assisting 3			1 credit	
B	8909040	Teacher Assisting 4			1 credit	

Branford High School 2015-2016						
Program Number	**Course Number**	**Program Title Course Title/Hours**	**CIP Number**	**Grade Level**	**Hours/Credit**	**Day or Night**
		HOSPITALITY & TOURISM				
8800500		**Culinary Arts**	0420.040210	Secondary	4 credits	Day
A	8800510	Culinary Arts 1			1 credit	
B	8800520	Culinary Arts 2			1 credit	
C	8800530	Culinary Arts 3			1 credit	
D	8800540	Culinary Arts 4			1 credit	
8800600		**Culinary and Hospitality Specialties** Recommend completing 8800500 Culinary Arts prior to enrolling	0420.040108	Secondary	3 credits	Day
A	8800610	Culinary & Hospitality Specialties 1			1 credit	
B	8800620	Culinary & Hospitality Specialties 2			1 credit	

Suwannee High School 2015-2016						
Program Number	**Course Number**	**Program Title Course Title/Hours**	**CIP Number**	**Grade Level**	**Hours/Credit**	**Day or Night**
		AGRICULTURE, FOOD & AND NATURAL RESOURCES				
8106800		**Agritechnology**	0101.039901	Secondary	Total 3 credits	Day
	8106810	Agriscience Foundation 1/Level 3			1 credit	
	8106820	Agritechnology 1			1 credit	
A	8106830	Agritechnology 2			1 credit	
8100410	8100410	**Agriculture, Food & Natural Resources – OJT**	0101.9999CP	12th grade	150 hours Multiple	Day
8100100	8100100	**Agriculture, Food & Natural Resources Directed Study**	0101.999901	11-12th grade	150 hours Multiple credits	Day

Suwannee High School 2015-2016						
Program Number	**Course Number**	**Program Title Course Title/Hours**	**CIP Number**	**Grade Level**	**Hours/Credit**	**Day or Night**
		HUMAN SERVICES				
8500365	8500365	**Family, Home, and Consumer Technology**	0920.0118PA	9-12th grade	1 credit	Day
8500345	8500345	**Family Dynamics**	0920.0116PA	9-12th grade	.5 credit	Day
8502000	8502000	**Life Management Skills**	0920.010600	9-12th grade	.5 credit	Day
		EDUCATION & TRAINING				
8909000		**Teacher Assisting**	0713.129902	9-12th grade	3 credits	Day
A	8909010	Teacher Assisting 1			1 credit	
	8909020	Teacher Assisting 2			1 credit	
	8909030	Teacher Assisting 3			1 credit	
B	8909040	Teacher Assisting 4			1 credit	
8500310	8500310	**Child Development**	09200102PA	9-12th grade	.5 credit	Day

Suwannee High School 2015-2016						
Program Number	**Course Number**	**Program Title Course Title/Hours**	**CIP Number**	**Grade Level**	**Hours/Credit**	**Day or Night**
		HEALTH SCIENCES				
8400320	8400320	**Medical Skills and Services**	0317.9997PA	Secondary	1 credit	Day
8417210		**Nursing Assistant (Acute & Long Care)**	0317.060201	Secondary	Total 3 credits	Day
	8417100	Health Science Anatomy and Physiology			1 credit	
A	8417110	Health Science Foundations			1 credit	
B	8417211	Nursing Assistant 3			1 credit	
8400100	8400100	**Health Science Ed. Directed Study**	0317.999910	10-12th grade	Multiple	Day
		FINANCE				
8815100		**Finance**	0252080110	9-12th grade		Day
A	8209020	Computing for College and Careers			1 credit	
B	8203310	Accounting Applications 1			1 credit	
C	8815130	Financial Internship			1 credit	
C	8501420	Finance Cooperative Education – OJT			1 credit	

SUWANNEE COUNTY SCHOOL BOARD

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JERRY A. SCARBOROUGH
Superintendent of Schools

JERRY TAYLOR
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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 A. Scarborough, Superintendent of Schools

FROM: Elizabeth Simpson, Director of Student Services

THRU: Janene Fitzpatrick, Assistant Superintendent of Instruction

DATE: July 9, 2015

RE: Agenda Item for July 28, 2015, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of revisions to the Exceptional Student Education Policies and Procedures (SP&P) document.

BACKGROUND:

Changes to the Exceptional Student Education Policies document are necessary due to recent legislative changes and FLDOE content revisions. A copy of the document is available in the Office of Student Services for review.

ES/ro

SP&P SIGNATURE PAGE

School District:

Administrator of Exceptional Student Education:

This document is effective for the **2014–2015 through 2016–2017** school years.

CERTIFICATION OF APPROVAL

I,_____, do hereby certify that each of the statements below are true:

_____ _____

Signature of Superintendent of School District or Authorized Representative of Governing Body or Agency — Date of Approval

SPECIAL PROGRAMS AND PROCEDURES

The district's *Exceptional Student Education (ESE) Policies and Procedures (SP&P)* document was approved by the governing body for submission to the Florida Department of Education on the date indicated.

The contents of this document preprinted by the Florida Department of Education have not been altered in any way.

The school district shall implement the requirements of any statutes or State Board of Education rules affecting programs for exceptional students during the effective dates of this document.

The school district shall implement the requirements of the Individuals with Disabilities Education Act (IDEA) and its implementing requirements at Section 300 of Title 34 of the Code of Federal Regulations.

SCHOOL DISTRICT POLICIES AND PROCEDURES

Any district-produced policy and procedures documents that meet the following criteria have been submitted to the Florida Department of Education with the SP&P. Such documents:

- Supplement the information contained in the district's SP&P
- Address school district exceptional student education procedures or policies
- Are adopted by the school board as school district policy

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BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools

FROM: Chris Landrum, Director of Transportation

THRU: Bill Brothers, Director of Human Resources
Vickie Music DePratter, Chief Financial Officer
Ted Roush, Assistant Superintendent of Administration

DATE: July 14, 2015

RE: July 28, 2015 Regular Meeting Agenda Item

RECOMMENDATION:

The Superintendent recommends the following personnel item for the 2015-2016 school year:

a. Add five bus driver positions

BACKGROUND:

Maintaining a sufficient supply of substitute bus drivers continues to be problematic. When the substitute pool is exhausted, transportation office personnel are pulled first, followed by mechanics. Last year, mechanics logged 268 hours of driving time. This practice takes valuable time away from a skilled labor force to attend to driving duties. This item will provide skilled drivers to help meet the substitute needs of the district.

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BOARD ATTORNEY

MEMORANDUM

TO: Jerry Scarborough, Superintendent of Schools

FROM: Bill Brothers, Director of Human Resources

THRU: Janene Fitzpatrick, Assistant Superintendent of Instruction
Ted Roush, Assistant Superintendent of Administration

DATE: July 13, 2015

RE: July 28, 2015 Regular Meeting Agenda Items

RECOMMENDATION:

The Superintendent recommends approval to advertise the following revisions to the Suwannee County School Board Policy Manual:

5.101	Bullying and Harassment
5.15	Administration of Medication
6.16	Substitute Teachers
6.81	Assessment of Employees
6.811	Instructional Employee Performance Criteria

BACKGROUND:

These policy revisions were discussed in the Board workshop on June 23, 2015.

BULLYING AND HARASSMENT 5.101*

I. Statement Prohibiting Bullying and Harassment

A. It is the policy of the Suwannee County School District that all of its students and school employees have an educational setting that is safe, secure and free from harassment and bullying of any kind. The District will not tolerate bullying and harassment of any type. Conduct that constitutes bullying and harassment, as defined herein, is prohibited.

B. The District upholds that bullying or harassment of any student or school employee is prohibited

1. During any education program or activity conducted by a public K- 12 educational institution;

2. During any school-related or school-sponsored program or activity;

3. On a school bus of a public K-12 educational institution; or

4. Through the use of data or computer software that is accessed through a computer, computer system, or computer network of a public K- 12 education institution within the scope of the School District, meaning regardless of ownership, any computer, computer system, computer network that is physically located on school property or at a school-related or school-sponsored program or activity; . or

5. Through the use of data or computer software that is accessed at a nonschool-related location, activity, function, or program or through the use of technology or an electronic device that is not owned, leased, or used by the School District or a school, if the bullying substantially interferes with or limits the victim's ability to participate in or benefit from the services, activities, or opportunities offered by a school or substantially disrupts the

education process or orderly operation of a school. School staff is not required to monitor any nonschool-related activity, function, or program.

II. Definitions

A. Bullying includes cyberbullying and means systematically and chronically inflicting physical hurt or psychological distress on one or more students or employees. It is further defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by a student or adult, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve but is not limited to:

1. Teasing;

2. Social Exclusion;

3. Threat;

4. Intimidation;

5. Stalking;

6. Physical violence;

7. Theft;

8. Sexual, religious, or racial harassment;

9. Public or private humiliation; or

10. Destruction of property.

The term *bullying* shall include cyberbullying whether or not specifically stated.

B. Cyberbullying means bullying through the use of technology or any electronic communication, which includes, but is not limited to, any transfer of signs, signals, writing, images, sounds, data or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic system, photoelectronic system, or photooptical system, including, but not limited to, electronic mail, internet communications, instant messages, or facsimile communications. Cyberbullying includes the creation of a webpage or weblog in which the creator assumes the identity of another person, or the knowing impersonation of another person as the author of posted content or messages, if the creation or impersonation creates any of the conditions enumerated in the definition of bullying. Cyberbullying also includes the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons, if the distribution or posting creates any of the conditions enumerated in the definition of bullying.

C. Harassment means any threatening, insulting or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a student or school employee that

1. Places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;

2. Has the effect of substantially interfering with a student's educational performance, opportunities, or benefits; or

3. Has the effect of substantially disrupting the orderly operation of a school.

D. Bullying and harassment also encompass

1. Retaliation against a student or school employee by another student or school employee for asserting or alleging an act of bullying or harassment. Reporting an act of bullying or harassment that is not made in good faith is considered retaliation.

2. Perpetuation of conduct listed in the definition of bullying or harassment by an individual or group with intent to demean, dehumanize, embarrass, or cause emotional or physical harm to a student or school employee by

   a. Incitement or coercion;

   b. Accessing or knowingly and willingly causing or providing access to data or computer software through a computer, computer system, or computer network within the scope of the District school system;

   c. Acting in a manner that has an effect substantially similar to the effect of bullying or harassment.

E. Cyberstalking as defined in s. 784.048(1)(d), F.S., means to engage in a course of conduct to communicate, or to cause to be communicated, words, images, or language by or through the use of electronic mail or electronic communication, directed at a specific person, causing substantial emotional distress to that person and serving no legitimate purpose.

III. Behavior Standards

A. The Suwannee County School District expects students to conduct themselves as appropriate for their levels of development, maturity, and demonstrated capabilities with a proper regard for the rights and welfare of other students and school staff, the educational purpose underlying all school activities, and the care of school facilities and equipment.

B. The District believes that standards for student behavior must be set cooperatively through interaction among the students, parents/legal guardians, staff, and community members producing an atmosphere that encourages students to grow in self-discipline. The development of this atmosphere requires respect for self and others, as well as for District and community property on the part of students, staff, and community members. Because students learn by example, school administrators,

faculty, staff, and volunteers will demonstrate appropriate behavior; treat others with civility and respect, and refuse to tolerate bullying or harassment.

C. All administrators, faculty, and staff, in collaboration with parents, students, and community members, will incorporate systemic methods for student recognition through positive reinforcement for good conduct, self-discipline, good citizenship, and academic success.

D. Student rights shall be explained in the *Student Code of Conduct;*

E. Proper prevention and intervention steps shall be taken based on the level of severity of infraction as outlined in the *Student Code of Conduct.*

IV. Consequences

A. Committing an act of bullying or harassment

1. Concluding whether a particular action or incident constitutes a violation of this policy requires a determination based on all of the facts and surrounding circumstances. The physical location or time of access of a computer-related incident cannot be raised as a defense in any disciplinary action.

2. Consequences and appropriate remedial action for students who commit acts of bullying or harassment may range from positive behavioral interventions up to and including suspension or expulsion, as outlined in the *Code of Student Conduct.*

3. Consequences and appropriate remedial action for a school employee, found to have committed an act of bullying or harassment, shall be determined in accordance with District policies, procedures, and agreements. Additionally, egregious acts of harassment by certified educators may result in a sanction against an educator's state issued certificate.

4. Consequences and appropriate remedial action for a visitor or volunteer, found to have committed an act of bullying or harassment, shall be determined by the school administrator after consideration of the nature and circumstances of the act, including reports to appropriate law enforcement officials.

B. Wrongful and intentional accusation of an act of bullying or harassment

1. Consequences and appropriate remedial action for a student, found to have wrongfully and intentionally accused another as a means of bullying or harassment, range from positive behavioral interventions up to and including suspension or expulsion, as outlined in the *Code of Student Conduct*.

2. Consequences and appropriate remedial action for a school employee, found to have wrongfully and intentionally accused another as a means of bullying or harassment, shall be determined in accordance with District policies, procedures, and agreements.

3. Consequences and appropriate remedial action for a visitor or volunteer, found to have wrongfully and intentionally accused another as a means of bullying or harassment shall be determined by the school administrator after consideration of the nature and circumstances of the act, including reports to appropriate law enforcement officials.

V. Reporting an Act of Bullying or Harassment

A. At each school, the principal or the principal's designee shall be responsible for receiving complaints alleging violations of this policy.

B. All school employees are required to report alleged violations of this policy to the principal or the principal's designee.

C. All other members of the school community, including students, parents/legal guardians, volunteers, and visitors are encouraged to

report any act that may be a violation of this policy anonymously or in person to the principal or principal's designee.

D. The principal of each school in the District shall establish and prominently publicize to students, staff, volunteers, and parents/legal guardians, how a report of bullying or harassment may be filed either in person or anonymously and how this report will be acted upon.

E. The victim of bullying or harassment, anyone who witnessed the bullying or harassment, and anyone who has credible information that an act of bullying or harassment has taken place may file a report of bullying or harassment.

F. A school employee, school volunteer, student, parent/legal guardian or other persons who promptly reports in good faith an act of bullying or harassment to the appropriate school official and who makes this report in compliance with the procedures set forth in the District policy is immune from a cause of action for damages arising out of the reporting itself or any failure to remedy the reported incident.

G. Submission of a good faith complaint or report of bullying or harassment will not affect the complainant or reporter's future employment, grades, learning or working environment, or work assignments.

H. Any written or oral reporting of an act of bullying or harassment shall be considered an official means of reporting such act(s).

I. Reports may be made anonymously, but formal disciplinary action may not be based solely on the basis of an anonymous report.

VI. Investigation of a Report of Bullying or Harassment

A. The investigation of a reported act of bullying or harassment is deemed to be a school-related activity and shall begin with a report of such an act.

Incidents that require a reasonable investigation when reported to appropriate school authorities shall include alleged incidents of

bullying or harassment allegedly committed against a child while the child is en route to school aboard a school bus or at school bus stop.

B. The principal or designee shall select an individual(s), employed by the school to initiate the investigation. The person may not be the accused perpetrator (harasser or bully) or victim.

C. Documented interviews of the victim, alleged perpetrator, and witnesses shall be conducted privately, separately, and shall be confidential. Each individual (victim, alleged perpetrator, and witnesses) will be interviewed separately and at no time will the alleged perpetrator and victim be interviewed together.

D. The investigator shall collect and evaluate the facts including but not limited to

1. Description of incident(s) including nature of the behavior;

2. Context in which the alleged incident(s) occurred;

3. How often the conduct occurred;

4. Whether there were past incidents or past continuing patterns of behavior;

5. The relationship between the parties involved;

6. The characteristics of parties involved, *i.e.*, grade, age;

7. The identity and number of individuals who participated in bullying or harassing behavior;

8. Where the alleged incident(s) occurred;

9. Whether the conduct adversely affected the student's education or educational environment;

10. Whether the alleged victim felt or perceived an imbalance of power as a result of the reported incident; and

11. The date, time, and method in which the parents/legal guardians of all parties involved were contacted.

E. Whether a particular action or incident constitutes a violation of this policy shall require a determination based on all the facts and surrounding circumstances and shall include

1. Recommended remedial steps necessary to stop the bullying and/or harassing behavior; and

2. A written final report to the principal.

F. The maximum of ten (10) school days shall be the limit for the initial filing of incidents and completion of the investigative procedural steps.

G. The highest level of confidentiality possible will be upheld regarding the submission of a complaint or a report of bullying and/or harassment and the investigative procedures that follow.

VII. Investigation to Determine Whether a Reported Act of Bullying or Harassment is Within the Scope of the District

A. The principal or designee will assign an individual(s) to initiate an investigation of whether an act of bullying or harassment is within the scope of the School District.

B. The investigator(s) will provide a report on results of investigation with recommendations for the principal to make a determination if an act of bullying or harassment falls within the scope of the District.

1. If it is within the scope of the District, a thorough investigation shall be conducted.

2. If it is outside the scope of the District and determined a criminal act, the principal shall refer the incident(s) to appropriate law enforcement.

3. If it is outside the scope of the District and determined not a criminal act, the principal or designee shall inform the parents/legal guardians of all students involved.

VIII. Notification to Parents/Guardians of Incidents of Bullying or Harassment

A. Immediate notification to the parents/legal guardians of a victim of bullying or harassment.

1. The principal, or designee, shall promptly report via telephone, personal conference, and/or in writing, the occurrence of any incident of bullying or harassment as defined by this policy to the parent or legal guardian of all students involved on the same day an investigation of the incident(s) has been initiated. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).

2. If the bullying incident results in the perpetrator being charged with a crime, the principal, or designee, shall by telephone or in writing by first class mail, inform the parents/legal guardian of the victim(s) involved in the bullying incident about the Unsafe School Choice Option (No Child Left Behind, Title IX, Part E, Subpart 2, Section 9532) that states ". . .a student who becomes a victim of a violent criminal offense, as determined by State law, while in or on the grounds of a public elementary school or secondary school that the student attends, be allowed to attend a safe public elementary school or secondary school within the local educational agency, including a public charter school."

B. Immediate notification to the parents/legal guardians of the perpetrator of an act bullying or harassment.

The principal, or designee, shall promptly report via telephone, personal conference, and/or in writing, the occurrence of any incident of bullying or harassment as defined by this policy to the parent or legal guardian of all students involved on the same day an investigation of the incident(s) has been initiated. Notification must be consistent with the

student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).

C. Notification to local agencies where criminal charges may be pursued.

Once the investigation has been completed and it has been determined that criminal charges may be pursued against the perpetrator, all appropriate local law enforcement agencies will be notified by telephone and/or in writing.

IX. Referral of Victims and Perpetrators of Bullying or Harassment for Counseling

When bullying or harassment is suspected or when a bullying incident is reported, counseling services shall be made available to the victim(s), perpetrator(s), and parents/guardians.

A. The teacher or parent/legal guardian may request informal consultation with school staff, *e.g.*, school counselor, school psychologist, to determine the severity of concern and appropriate steps to address the concern. The teacher may request that the involved student's parents or legal guardian are included.

B. School personnel or the parent/legal guardian may refer a student to the school intervention team for consideration of appropriate services. Parent or legal guardian involvement shall be required when the student is referred to the intervention team.

C. If a formal discipline report or formal complaint is made, the principal or designee must refer the student(s) to the school intervention team for determination of counseling support and interventions. Parent or legal guardian involvement shall be required.

D. The intervention team may recommend

1. Counseling and support to address the needs of the victims of bullying or harassment;

2. Research-based counseling or interventions to address the behavior of the students who bully and harass others, *e.g.*, empathy training, anger management; and/or

3. Research-based counseling or interventions which include assistance and support provided to parents/legal guardians, if deemed necessary or appropriate.

X. Reporting Incidents of Bullying and Harassment

A. Incidents of bullying or harassment shall be reported in the school's report of data concerning school safety and discipline data required under s. 1006.09(6), F.S. The report shall include each incident of bullying or harassment and the resulting consequences, including discipline and referrals. Cyberbullying incidents shall be included within the bullying incidents category. The report shall also include each reported incident of bullying or harassment that did not meet the criteria of a prohibited act under this section with recommendations regarding such incidents.

B. The District will utilize Florida's School Environmental Safety Incident Reporting (SESIR) Statewide Report on School Safety and Discipline Data, which includes bullying/harassment as incident codes as well as bullying-related as a related element code.

1. Bullying and/or harassment incidents shall be reported in SESIR with the bullying (BUL) or harassment (HAR) code. Unsubstantiated incidents of bullying or harassment shall be coded UBL or UHR.

2. If the bullying/harassment results in any of the following SESIR incidents, the incident will be coded appropriately using the relevant incident code and the bullying-related code. Such incidents are:

a. Alcohol

b. Arson
c. Battery

d. Breaking and Entering

e. Disruption on Campus

f. Drug Sale/Distribution Excluding Alcohol

g. Drug Sale/Possession Excluding Alcohol

h. Major Fighting

i. Homicide

j. Kidnapping

k. Larceny/Theft

l. Robbery

m. Sexual Battery

n. Sexual Harassment

o. Sexual Offenses

p. Threat/Intimidation

q. Trespassing

r. Tobacco

s. Vandalism

t. Weapons Possession

u. Other Major (Other major incidents that do not fit within the other definitions)

C. Discipline and referral data shall be recorded in Student Discipline/Referral Action Report and Automated Student Information System.

D. The District shall provide bullying incident, discipline, and referral data to the Florida Department of Education in the format requested, through Surveys 2, 3, and 5 from Education Information and Accountability Services, and at designated dates provided by the Department.

E. Data reporting on bullying, harassment, unsubstantiated bullying, unsubstantiated harassment, sexual harassment, and threat/intimidation incidents as well as any bullying-related incidents that have as a basis sex, race, or disability shall include the incident basis. Victims of these offenses shall also have the incident basis (sex, race, or disability) noted in their student records.

XI. Instruction on Identifying, Preventing, and Responding to Bullying or Harassment

A. The District shall ensure that schools sustain healthy, positive, and safe learning environments for all students. It is committed to maintain a social climate and social norms in all schools that prohibit bullying and harassment. This requires the efforts of everyone in the school environment – teachers; administrators; counselors; school nurses; other nonteaching staff such as bus drivers, custodians, cafeteria workers; school librarians; parents/legal guardians; and students.

B. Students, parents/legal guardians, teachers, school administrators, counseling staff, and school volunteers shall be given instruction at a minimum on an annual basis on the District's policy and regulations against bullying and harassment. The instruction shall include evidence-based methods of preventing bullying and harassment as well as how to effectively identify and respond to bullying in schools.

XII. Reporting to a Victim's Parents/Legal Guardians the Actions Taken to Protect the Victim

The principal or designee shall by telephone and/or in writing report the occurrence of any incident of bullying as defined by this policy to the parent or legal guardian of all students involved on the same day an investigation of the incident has been initiated. According to the level of infraction, parents/legal guardians will be notified by telephone and/or writing of actions being taken to protect the child; the frequency of notification will depend on the seriousness

of the bullying or harassment incident. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).

XIII. Publicizing the Policy

A. At the beginning of each school year, the Superintendent or designee shall, in writing, inform school staff, parents/legal guardians, or other persons responsible for the welfare of a student of the District's student safety and violence prevention policy.

B. Each District school shall provide notice to students and staff of this policy through appropriate references in the *Code of Student Conduct* and employee handbooks and through other reasonable means.

C. The Superintendent shall also make all contractors contracting with the District aware of this policy.

D. Each school principal shall develop an annual process for discussing the school district policy on bullying and harassment with students.

E. Reminders of the policy and bullying prevention messages such as posters and signs will be displayed around each school and on the District school buses.

STATUTORY AUTHORITY: **1001.41, 1001.42, F.S.**

LAW(S) IMPLEMENTED: **1001.43, 1003.04, 1003.31, 1003.32, 1006.07, 1006.08, 1006.09, 1006.10, 1006.147, F.S., 20 USC 1232g**

HISTORY: **ADOPTED: 12/16/2008**
REVISION DATE(S): 1/28/2014
FORMERLY: NEW

ADMINISTRATION OF MEDICATION 5.15

POLICY:

I. Each school principal shall designate a staff member(s) to administer medications. The staff member(s) shall be trained annually by the registered nurse at each school.

II. Administration of medications during school hours is discouraged unless a physician determines that a student's health needs require medication during school hours. The ~~Code of~~ Student Conduct and Discipline Code shall set forth provisions for administering medications.

III. Medication must be transported to and from school by the parent/guardian or a responsible adult designated by the parent or guardian.

IV. Instructions ~~on using~~ for the use of the medication shall be provided in writing by the ~~physician or licensed prescriber~~ Florida licensed prescribing healthcare practitioner and/or described on the medication container provided by the ~~physician, licensed prescriber or pharmacist~~ Florida licensed prescribing healthcare practitioner or pharmacist.

V. All medications shall be delivered to the school office/clinic with a Medication Authorization ~~f~~ Form completed and signed by the student's parent(s) or legal guardian and the Florida licensed prescribing healthcare practitioner, to grant permission for administering ~~the~~ all medication. The form must include the following:

A. Name of Student;

B. Diagnosis;

C. Reason ~~for giving~~ the medication must be given during the school day;

D. Name and purpose of medication;

E. Time and/or condition under which the medication is to be given;

F. Specific instructions on the administration of the medication as stated in Section IV above;
G. Approximate duration of medication to include beginning and ending date;

H. Allergies; and

I. Side effects;

VI. Receipt, Storage, Control and Return of Medications

A. All medications being received by Suwannee District Schools, must be counted with the parent/adult delivering the medication and a school health staff person and/or a district school board employee who is receiving the medication. Verification of the count shall be made in writing on the Medication Administration Log Notes by the person delivering the medication(s) and the person receiving the medication(s);

B. All medications being returned to parents/adults shall be counted with with the parent/adult receiving the medication and a school health staff person and/or a district school board employee who is returning the medication. Verification of the count shall be made in writing on the Medication Administration Log Notes by the person returning the medication(s) and the person receiving the medication(s);

C. All medication(s) to be administered to a student/students by designated and trained staff members while a student/students are away from school property and/or on official school business shall be counted with designated and trained staff members receiving the medication(s) and the school nurse or a school health staff person who is releasing the medication(s). Verification of the count shall be made in writing on the Medication Administration Log Notes by the person receiving the medication(s) and the person releasing the medication(s);

D. All medications being returned to the school nurse/school health staff by designated and trained staff members shall be counted with designated and trained staff members returning the medication(s) and the school nurse or a school health staff person who is receiving the medication(s). Verification of the count shall be made in writing on the Medication Administration Log Notes by the person returning the medication(s) and the person receiving the medication(s);

E. Each prescribed medication to be administered by district school board personnel/school health staff shall be received and stored in its original container. When the medication is not in use, it shall be stored in its original container in a secure fashion under lock and key in a location designated by the school principal and/or the school nurse.

F. Only medication in its ORIGINAL container from the store, the Florida licensed prescribing healthcare practitioner, or pharmacy will be accepted.
G. All Non-Prescription/Over the Counter medications must be received by school board personnel /school staff in a sealed, unopened container with the student's name clearly written on the container.
H. A separate Medication Authorization Form must be completed for each medication that must be given during school hours or school sponsored activities.

VII. Changes to Medications

A new prescription bottle with correct labeling and a new Authorization for Medication Administration Form, completed by the student's parent(s)/guardian(s) and the Florida licensed prescribing healthcare practitioner, is required for any dosage changes.

A. School health staff/district school board personnel cannot begin or discontinue medications, alter or change dosages or times of administration without a new, Medication Authorization Form, being completed by the parent(s)/guardian(s) and the Florida licensed prescribing healthcare practitioner.
B. Prescription labels shall not be altered with handwriting by a parent/guardian, school board personnel, or school health staff.

VIII. The ~~F~~ first dosage of any new medication shall not be administered during school hours because of the possibility of an allergic reaction.

IX. All medication which is kept at school/on school board property shall be stored in a secure place under lock and key with the student's name attached and clearly visible (except for students who have permission to self-administer emergency medications and/or medications for asthma, pancreatic insufficiency or cystic fibrosis and/or diabetes). Only authorized district school board personnel ~~staff~~/school staff who have been designated by the principal and/or trained by the school nurse can have access to ~~it~~ and administer said medication.

X. District school board personnel/school staff can accept no more than a 30-day supply of prescription medications.

XI. No medications (prescription or non-prescription), with an expired prescription date or that is past the manufacturers' expiration date will be administered at school or during school sponsored activities.

~~VIII~~ XII. Special Conditions

A student with a special health condition(s) such as asthma, pancreatic insufficiency or cystic fibrosis, diabetes, or who has experienced or is at risk for life-threatening allergic reactions, may carry and self-administer prescription medication for emergency situations and/or for the treatment of pancreatic insufficiency or cystic fibrosis, asthma and/or diabetes, as approved by his/her ~~prescribing physician~~ Florida licensed prescribing healthcare practitioner and his/her parent/guardian. The approval of the ~~prescribing physician~~ Florida licensed prescribing healthcare practitioner and the parent and information regarding the medication required in section IV and V must be on file in the principal's and/or nurse's office. A student who has permission to self-administer emergency medication and/or medication for asthma pancreatic insufficiency or cystic fibrosis, and/or diabetes may carry the medication on the bus, to and from school-sponsored events, while participating in school-sponsored activities, and while in school. The principal shall notify the bus driver and the transportation department regarding such students.

A. The school nurse, (who is a Registered Nurse) upon performing a nursing assessment of a student, shall determine whether or not that student is ready to responsibly self-carry and administer medications at school or during school-sponsored activities without endangering the health and safety of themselves, school staff, and/or fellow students. If the school nurse determines that a student is not ready to responsibly self-carry and administer medications at school or during school-sponsored activities, the medication(s) will be administered by school health staff and/or trained district school board personnel.
B. Parents are strongly encouraged to keep a back-up supply of any emergency medications, such as an inhaler, epipen, diabetes medication, etc., in the school clinic.
C. Under NO circumstances should students show, share, dispense, or deliver prescription or non-prescription medication to another student.

XIII. Records

A record shall be maintained on each student who receives any medication during school hours, including the time each dose of any medication was administered. These records shall be made available daily to the principal and authorized personnel.

XIV. Discontinued Medication
When medication is discontinued, parents are required to pick up all unused medication within one week. When the school year ends, parents are required to pick up all unused medication by the end of the last student school day. Unclaimed medications will be destroyed. When medication is destroyed, this action shall be taken pursuant to 499.0121 Florida Statute, in such a manner as no one could make use of the medication or be harmed by it.

~~XI. When medication is destroyed, this action shall be taken pursuant to 499.0121 Florida Statute, in such a manner as no one could make use of the medication or be harmed by it.~~

~~XII~~ XV. ~~Field Trips~~ Medications Administered While Students Are Away From School Property.
The requirements for the administration of medication while students are away from school property and/or on official school business shall be the same as those while on school property. All medications including non-prescription medications that are taken on field trips or other official school business must be in the original container with the student's name clearly visible on the container, and stored under lock and key (except for students who have permission to self-administer emergency medications and/or medications for asthma, pancreatic insufficiency or cystic fibrosis, and/or diabetes). Only trained district school board personnel or school staff will administer medication away from the school site except for students who have permission to self-administer emergency medications and/or medications for asthma, pancreatic insufficiency or cystic fibrosis, and/or diabetes.

STATUTORY AUTHORITY: 1001.41, 001.42, F.S.
LAW(S) IMPLEMENTED: 1001.21, 1001.43, 1002.20, 1002.22, 1006.062, F.S.
STATE DEPARTMENT OF HEALTH RULE(S): 64F-6.004

HISTORY:	ADOPTED: 7/25/06 REVISION DATE(S):10/26/10 FORMERLY:

SUBSTITUTE TEACHERS	**6.16***

POLICY:

I. Each school principal is authorized to employ a substitute teacher when an instructional staff member is unable to perform assigned duties. The principal shall obtain substitute teachers from the approved list published by ~~the Department of Human Resources~~ Kelly Educational Services.

II. Applicants who seek employment as substitute teachers shall meet the following minimum qualifications and provide the appropriate materials as required by the Department of Human Resources:

A. Hold a high school diploma or equivalent;

B. Be at least eighteen (18) years of age; and,

C. Submit a complete set of fingerprints taken by a law enforcement agency or properly trained District personnel and the appropriate processing fee to obtain a records check by the Florida Department of Law Enforcement (FDLE) and the Federal Bureau of Investigation (FBI).

D. Submit to a drug test administered by Board approved testing laboratory.

E. Complete an initial orientation/training program and other training required by Florida Statutes.

III. The Superintendent or designee shall approve applicants as substitute teachers provided their qualifications are found to be satisfactory.

Applicants shall not be eligible for substitute teaching until ~~be~~ approved by the school board.

IV. The compensation for substitute teachers shall be for services rendered in accordance with the salary schedule adopted annually by the School Board. Provided, however, substitutes for post-secondary education programs may be hired on an hourly basis when necessary.

V. Any member of the Florida Retirement System who has been retired for at least one (1) calendar month from any state administered retirement system may be employed as a substitute or hourly teacher on a non-contractual basis.

VI. Substitute teachers shall hold a valid Florida Educator's Certificate issued by the Florida Department of Education or local certificate or documentation of II, E.

STATUTORY AUTHORITY: 1001.41; 1012.22; 1012.23, F.S.

LAWS IMPLEMENTED: 121.091, 1001.43; 1012.32; 1012.35; 1012.36; 1012.39; 1012.55; 1012.56, F.S.

History:	Adopted: Revision Date(s): 6/22/10 Formerly: GDE

ASSESSMENT OF EMPLOYEES 6.81

POLICY:

Each employee of the School District shall receive at least one annual evaluation by his / her immediate administrative supervisor. The purpose of the evaluation shall be to improve the services of personnel in all departments.

A. The Superintendent shall establish procedures for the assessment of all employees of the School District as required by law.

B. The principal and / or administrator supervising personnel shall arrange for the assessment of all employees under his / her supervision as required by law and use the procedures and forms contained in the District Plans as approved by the School Board.

C. The employee shall be informed as to the criteria and procedures to be used prior to the implementation of the assessment process.

D. The assessment of all employees shall be conducted in accordance with the approved procedures and based on observations of the individual's work by his / her immediate supervisor and shall be made at least once each year prior to reappointment. Evaluation of instructional personnel and school administrators shall include indicators of student learning growth.

E. A copy of each employee's evaluation report shall be filed in the District Personnel Office on the designated date.

F. An employee may respond to an assessment in the manner provided by law or other approved procedures.

G. The District School Board shall establish a procedure annually for reviewing employee assessment systems and making necessary changes and revisions.

CHAPTER 6.00 – PERSONNEL

STATUTORY AUTHORITY: 1001.41; 1008.22, 10112.22; 1012.23, F.S.

LAWS IMPLEMENTED: 1001.43; 1008.36; 1012.22; 1012.27; 1012.34, ~~1012.3401~~, F.S.

History:	Adopted: Revision Date(s): 10/26/10, 2/28/2012, 1/27/2015 Formerly: GCN; GDN

INSTRUCTIONAL EMPLOYEE PERFORMANCE CRITERIA 6.811*

POLICY:

I. The Superintendent or designee shall develop and present, for School Board approval, instructional employee performance criteria and/or measures. Such performance criteria and/or measures shall be consistent with statutory requirements, but may include additional elements as deemed appropriate. Student performance data shall be used in the evaluation of instructional personnel.

II. Instructional personnel shall be informed of the criteria for assessment including the use of student performance data and indicators of student learning growth.

III. The Superintendent shall submit the instructional performance appraisal system to the Department of Education for approval.

STATUTORY AUTHORITY: 1001.41; 1012.22; 1012.23, F.S.

LAWS IMPLEMENTED: 1001.43; 1008.22; 1008.36; 1012.22; 1012.27; 1012.34, ~~1012.3401~~, F.S.
Department of Education Rule: 6A-5.030

History:	Adopted: Revision Date(s): 11/21/00, 1/27/2015 Formerly: GCN

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Superintendent of Schools

JERRY TAYLOR
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DISTRICT 5
LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry Scarborough, Superintendent of Schools

FROM: Bill Brothers, Director of Human Resources

THRU: Janene Fitzpatrick, Assistant Superintendent of Instruction
Ted Roush, Assistant Superintendent of Administration

DATE: July 13, 2015

RE: Agenda Item for the July 28, 2015, Regular Meeting

RECOMMENDATION:

The Superintendent recommends approval of the 2014-15 Annual Equity Update (a copy is on file in the Office of Human Resources).

BACKGROUND:

The Suwannee County School Board 2014-15 Annual Update to the Florida Educational Equity Act (FEEA) Plan is a progress monitoring report prepared by the District and submitted to the Office of Equity and Access (OEA). The OEA assists the District to comply with the provisions of the FEEA and to assure that educational resources are equitably distributed. The FEEA and other state and federal legislation mandate that students and employees shall not be discriminated against on the basis of race, ethnicity, national origin, gender, disability or marital status.

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LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools

FROM: Bill Brothers, Director of Human Resources

DATE June 25, 2015

RE: Agenda Item for the July 28, 2015, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the final draft version of the 2015-2016 Master Inservice Plan.

BACKGROUND:

The North East Florida Educational Consortium needs approval from the member districts for the 2015-2016 Master Inservice Plan. A summary of the major changes to the Master Inservice Plan is attached. The direct link to the Master Inservice Plan page: http://www.nefec.org/mip/

Additions and Revisions

2015-2016 NEFEC Master Inservice Plan

- Addition of ESE components:
  - *Florida's Small Group Planning and Problem-Solving (SGPPS) Process Preparation Module* #7-102-001 (**does not** satisfy SWD requirement)
  - *PDA Technology for Student Success: Tools for Reading Comprehension* #3-100-005 (**does** satisfy SWD requirement)
- Change in inservice point values:

Component	Identifier Number	Inservice Point Value as Reflected in MIP before 2015	Inservice Point Value for 2015-2016 MIP
PDA: Instructional Practices	2-100-001	30	60
PDA: Differentiating Mathematics Instruction	2-100-005	60	30
PDA: Differentiating Science Instruction	2-100-006	60	30
PDA: Interpersonal Interactions and Participation	2-100-003	60	30
PDA: Introduction to Differentiating Instruction	1-100-003	60	20

- Change in component title from *PDA: Instruction for Students with Disabilities Online PD Module* to *PDA: Teaching Students with Disabilities*
- Addition of High Quality MIP Component: *Project-Based Learning* 2-408-002
- Addition of High Quality MIP Component: *Middle School Professional Development* 8-512-001
- Addition of objectives in #6-511-002 *School Safety* to include sexual health education for school personnel; addition of objectives to include tobacco prevention and health concerns associated with tobacco use; change of component name to *School Health and Safety*
- Revision of objectives in #8-510-001 *Custodian* to include maintenance training; change of component name to *Custodial and Maintenance Services*
- Addition of Prekindergarten Disabilities Add-On Endorsement Program
  - *Module 1: Typical and Atypical Development* #2-100-009

- *Module 2: Assessment and Evaluation* #4-102-005
- *Module 3: Curriculum* #2-105-001

- Replacement of Gifted endorsement Program with revised 2015-2020 Program

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BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools

FROM: Bill Brothers, Director of Human Resources BB

THRU: Vickie Music DePratter, Chief Financial Officer VMD

DATE: June 29, 2015

RE: Agenda Item for the July 28, 2015, Regular Board Meeting

RECOMMENDATION:

Superintendent recommends approval of the following contract:

a. Contract # 2016-59 between Suwannee County School Board and in2vate. (NEW)

BACKGROUND:

This contract provides access to the Employee Protection Line service. This service provides a confidential venue for employees to report workplace wrong doing, such as fraud, misconduct, or harassment. These services were previously provided by FSBIT.

The contract has been reviewed and approved by Suwannee County School Board Attorney, Leonard Dietzen.

EMPLOYEE PROTECTION LINE®
SUBSCRIBER AGREEMENT

THIS AGREEMENT entered into by in2vate, llc ("in2vate") and Suwannee County School Board ("Subscriber").

In consideration of the mutual promises herein contained and for good and valuable consideration, the sufficiency of which is hereby acknowledged, in2vate and Subscriber agree as follows:

1. **Services Provided by in2vate**. in2vate agrees to grant Subscriber access to the Employee Protection Line® service. in2vate or its agents have described this service to Subscriber and shall be substantially the same as outlined on the in2vate website or other materials provided to Subscriber.

2. **Term**. The term of this Agreement shall begin on July 28, 2015 (referred to as the "Beginning Date"). Services to be provided by in2vate will not begin until the last to occur of a.) receipt by in2vate of completed *Subscriber Information* and *Collective Risk Management® Team Contact Information Forms*, and b.) receipt by in2vate of the annual fee. The term shall be for a period of one (1) year starting on the Beginning Date ("Initial Term"). If the Subscriber is not satisfied with the Employee Protection Line service for any reason, within thirty (30) days following the Beginning Date, in2vate will refund the fee for the Initial Term less expenses incurred by in2vate. in2vate will notify Subscriber thirty (30) days prior to renewal to extend the Term for consecutive, one (1) year Terms ("Renewal Terms") on each anniversary of the Beginning Date (referred to as the "Renewal Date") unless either party gives written notice at least thirty (30) days prior to a Renewal Date of its intention to terminate this Agreement. Should Subscriber fail to pay, when due, the Annual Fee in effect at that time, service will be suspended.

3. **Annual Fee**. Subscriber agrees to pay in2vate $2.75 per employee, per annum, with a minimum fee of $750.00, with pricing based on the total number of employees for the Initial Term and all Renewal Terms of this Agreement. The Annual Fee payable for each Renewal Term may be changed at the sole discretion of in2vate, which shall give the Subscriber written notice of the revised Annual Fee no less than sixty (60) days prior to each Renewal Date. The Annual Fee for the Initial Term must be paid by the Subscriber in order to activate the services and will be non-refundable except as set forth in paragraph 2. The Annual Fee for each Renewal Term shall be due and payable no later than each Renewal Date.

4. **Changes in employee base during Term**. Any change in the number of employees of the Subscriber either an increase or decrease will not affect the annual fee until the following Renewal Date. Any employees added after the Beginning Date of the Term are covered under the current Subscriber Agreement. It is the responsibility of the Subscriber to verify the number of employees prior to the Renewal Date. This clause is applicable to Subscriber and its subsidiaries.

5. **Report Fee**. Subscription includes unlimited reports to the Employee Protection Line. However, if a report is received from an employee in a language other than English, Subscriber agrees to pay a translation fee for each such report.

6. **Information/Confidentiality**. Upon in2vate's request, Subscriber shall furnish all information reasonably necessary for in2vate to perform the services purchased. Such information may include, but not be limited to, handbooks, personnel manuals, and organizational charts. Delays in supplying information may delay in2vate's performance of this Agreement. Information furnished to in2vate, designated by Subscriber as confidential, will not be disclosed except as reasonably necessary to in2vate's performance of the services and with Subscriber's written permission. Furnished information shall be returned to Subscriber when it is no longer needed or when this Agreement terminates, whichever occurs first. Subscriber acknowledges information may be subject to production by subpoena or other formal legal process. in2vate hereby gives notice to Subscriber that all information provided to Subscriber by in2vate in the form of manuals, audio tapes, video tapes, handbooks and publications, is to be considered proprietary to in2vate and none of such information shall be copied, distributed, or reproduced in any manner, whether or not distributed to third parties, without the express written consent of in2vate. In the event either party terminates this Agreement, such material shall be removed from Subscribers facility and its employee's by Subscriber, and returned to in2vate. Subscriber also agrees to notify all parties that may have access to the Employee Protection Line of its termination of this Agreement. in2vate agrees not to disclose the substance of reports with a contact not listed by Subscriber unless Subscriber determines those reports discoverable through legal process or upon written permission.

7. **Nonexclusive Services**. Subscriber acknowledges that in2vate provides and will continue to provide its services to other private and governmental entities of in2vate's choosing.

8. **Subcontractors**. Subscriber agrees in2vate may subcontract services to be provided pursuant to this Agreement.

9. **No Warranties/Guarantees**. in2vate does not warrant or guarantee that the Employee Protection Line will prevent illegal activities, wrongdoing, lawsuits, damage assessments, or other claims or charges by any individual or entity.

10. **No Legal Representation or Services**. in2vate will not provide legal representation for Subscriber. No confidential attorney-client relationship is intended or formed by this Agreement or the performance of it. Should Subscriber desire legal representation, it agrees to contact individuals or firms other than in2vate to meet its needs.

11. **Modification of Agreement**. This Agreement contains the entire agreement between the parties. This Agreement may only be modified by agreement, written and signed by both parties.

12. **Indemnity**. Subscriber agrees to indemnify and hold in2vate harmless for any losses or damages arising out of the acts or omissions of Subscriber, in the performance of this agreement. in2vate agrees to indemnify and hold harmless Subscriber for any loss or damages arising out of acts or omissions of in2vate in its performance of this Agreement. in2vate also agrees to provide Subscriber with a Certificate of Insurance for its Errors and Omissions policy of not less than $1 million per occurrence and in the aggregate.

13. **Report Recording**. Subscriber agrees to in2vate's audio recording and transcription of all reports received from Subscriber's employees through the Employee Protection Line service. Subscriber agrees that the audio recordings are in2vate' sole property. Subscriber agrees to disclose to its employees that their reports will be recorded.

14. **Party Dispute Resolution.** Any claim between the parties hereto arising out of or relating to this Agreement or the services shall be resolved by mediation, the mediator to be agreed upon by the parties. The resulting settlement agreement shall be enforceable in a circuit court having jurisdiction in Suwannee County, Florida.

15. **Miscellaneous.** This Agreement is made and entered into in the State of Florida, and is governed by Florida law. This Agreement may be signed in counterparts, in which case each counterpart shall constitute an original of the Agreement. Defined terms are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. In this Agreement, the singular shall include the plural, the plural shall include the singular, and pronouns shall be interpreted appropriately as masculine, feminine, or neuter.

16. **Public Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

17. **Sovereign Immunity.** Nothing contained in this Agreement shall be interpreted or construed to mean that the Client waives its common law sovereign immunity or the limits of liability set forth in Florida statutes.

WITNESS the parties, by signature, have agreed to the terms set forth in this Agreement, as of the date last written below.

SUBSCRIBER
(Representative of Subscriber)

Signature _____

(Print) Jerry A. Scarborough

Title Superintendent of Schools

Signature _____

(Print) Ed daSilva

Title Board Chairman

Date _____

Number of Employees _____

Subscriber's Address:

Physical 702 2nd Street, NW

Live Oak, FL 32064

Mailing (same as above)

Phone (386)647-4600

in2vate, llc
(Representative of in2vate, llc)

Signature _____

Title _____

Date _____

AGENT or CONSULTANT (circle one if applicable)
Signature _____

(Print) _____

Organization _____

Address _____

Phone ( ) Ext.

SEND SUBSCRIBER AGREEMENT TO:
in2vate, llc
ATTN: Employee Protection Line Manager
401 S. Boston Avenue, Suite 800
Tulsa, OK 74103
(918) 582-5262 Phone
(918) 582-5261 Fax

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

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BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools

FROM: Bill Brothers, Director of Human Resources

THRU: Vickie Music DePratter, Chief Financial Officer
Janene Fitzpatrick, Assistant Superintendent of Instruction
Ted Roush, Assistant Superintendent of Administration
Lila Udell, Director of Federal Programs

DATE: July 13, 2015

RE: July 28, 2015 Regular Meeting Agenda Item

RECOMMENDATIONS:

The Superintendent recommends the following personnel items for the 2015-2016 school year:

a. Delete one teacher unit (AIM) at Suwannee Primary School
b. Add two paraprofessional positions at Suwannee Primary School

BACKGROUND:

One of the three AIM teachers at Suwannee Primary has been reassigned and the position is vacant. This item will replace the one vacant teacher position with two paraprofessional positions to provide intervention services. These positions are paid from Title I.

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BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools JAS/mm

FROM: Bill Brothers, Director of Human Resources BB

THRU: Ted Roush, Assistant Superintendent of Administration TR

DATE: July 13, 2015

RE: Personnel Changes List for July 28, 2015, Regular Meeting

RECOMMENDATION:

Pursuant to Section 1012.27 (1A) (1B), *Florida Statutes*, the Superintendent hereby submits the following written personnel recommendations. Approval of each is respectfully requested.

SUWANNEE COUNTY SCHOOL BOARD
Personnel Changes
July 28, 2015

TO: District School Board of Suwannee County
FROM: Jerry A. Scarborough, Superintendent

Pursuant to Section 1012.27 (1A) (1B), Florida Statutes, I hereby submit the following written personnel recommendations. Approval of each is respectfully requested.

RECOMMENDATIONS: INSTRUCTIONAL:

Branford Elementary School:
Carla Suggs, teacher, Summer Reading Camp

Branford High School:
Vanessa Leffler, teacher, Credit Retrieval

District Wide/21st Century:
The following to work as paraprofessional or teacher in the 21st Century Program:

Jennifer McMillian

District Wide/PALS Program:
Marjerian Lewis, teacher
Lynda Owens, teacher
Melissa McKire, teacher
William Harris, teacher

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Transportation Department:
Earnestine Riley, bus driver
Inez Williams, bus attendant

End of List
Summer School
2014-2015

RESIGNATIONS: INSTRUCTIONAL:

Suwannee Elementary School:
Brian Branche, teacher, effective July 14, 2015
Elisha Snipes, teacher, effective July 13, 2015

Suwannee High School:
Leigh Ashley Lundy, teacher, effective July 10, 2015

Suwannee Primary School:
Kim Harris, teacher, effective July 16, 2015

RESIGNATION: NON-INSTRUCTIONAL:

Suwannee Elementary School:
Tammy Tomlinson, administrative secretary, effective July 31, 2015

RECOMMENDATIONS: INSTRUCTIONAL

Branford Elementary School:
Caron Heffner, teacher
REPLACES: Jackie Darrow

Branford High School:
Erin Clark, teacher
REPLACES: Joe Eakins

District Wide/Department of Curriculum and Instruction:
Angela Hester, teacher, Virtual
NEW POSITION

District Wide/Department of Student Services:
Lacy Van Etta, speech pathologist
REPLACES: Leah Nettles

Suwannee Elementary School:
Susan Mowry, teacher
REPLACES: Unfilled Position
Vicky Vaught, teacher
REPLACES: Erinn Koch

Suwannee High School:
Crystiana Butler, teacher
REPLACES: Seth Stebbins

Sherry Dean, teacher
REPLACES: Nancy Nielson
Ronald Gray, TSA/Dean
REPLACES: Malcolm Hines
Jaclyn Paige Harris, teacher
REPLACES: Leigh Lundy

Suwannee Intermediate School:
Joann Barton, teacher
REPLACES: Unfilled Position
Ruth Roberson, teacher
REPLACES: Carolina Figueroa-Crooke
Jamie Wiles, teacher
REPLACES: Aralee Smith

Suwannee Middle School:
Lisa King, teacher
REPLACES: Tammy Butts
Jazmin Marrero-Guerra, teacher
REPLACES: Katherine Collins
Danielle Ovando, teacher
REPLACES: Leah Mills

Suwannee Primary School:
Diane Hale, teacher
REPLACES: Lana Lane
Martha Southerland, teacher
REPLACES: Shannon Roberts

LEAVE OF ABSENCE (FAMILY AND MEDICAL LEAVE - FMLA):

RiverOak Technical College:
Joanne Kietur, instructor, extend FMLA May 18 through August 7, 2015

Suwannee High School:
Kate Bromley, tentatively August 17 through November 6, 2015

LEAVE OF ABSENCE (ILLNESS-IN-THE-LINE-OF-DUTY):

Suwannee Primary School:
Shannon Daniel, teacher, April 24 & 30, May 11, 2015, for a total of 18.25 hours

LEAVE OF ABSENCE (MEDICAL):

RiverOak Technical College:
Joanne Kietur, instructor, August 10, 2015, until released by her doctor

SUPPLEMENTARY:

NAME	POSITION	LOCATION	REPLACES
Tim Clark	Assistant Athletic Director	BHS	William Rains
Brett Suggs	Var. Asst. Football Coach	BHS	Joe Eakins
Derwin Bass	SkillsUSA	RTC	
Bob Makela	SkillsUSA	RTC	
Kim Thomas	SkillsUSA	RTC	
Patricia Sullivan	SkillsUSA	RTC	
Mona Kelly	SkillsUSA	RTC	
Joe Ragan	SkillsUSA	RTC	
Tom Shea	SkillsUSA	RTC	
June Guy	LPN Instructor	RTC	
Joanne Kietur	LPN Instructor	RTC	
Hilda Collins	LPN Instructor	RTC	
Ashley Kirby	Lead CDA	RTC	
Virginia Crews	Lead CDA	RTC	
Hunter Abercrombie	Athletic Director	SHS	
James Rodgers	Assistant Athletic Director	SHS	Seth Stebbins
James Rodgers	Head Football Coach	SHS	
James Rodgers	Defensive Coordinator	SHS	
James Rodgers	Offensive Coordinator	SHS	
Brian Bullock	Var. Asst. Volleyball Coach	SHS	Kaffa Owens
Brian Bullock	Boys' Asst. Track Coach	SHS	New Position
Brock Canaday	Girls' Weightlifting Coach	SHS	Seth Stebbins
Rayanna Johnson	Var. Girls' Basketball Coach	SHS	Kaffa Owens
Rayanna Johnson	Girls' Asst. Track Coach	SHS	New Position
Eric Rodriguez	Boys' Cross Country Coach	SHS	New Position
Becky Skipper	Wellness Coordinator	District Wide	Kathy Wood
Daniel Skelly	JV Head Football Coach	SHS	D. Lee Laxton
D. Lee Laxton	Assistant Football Coach	SMS	Jimmy McCuller

TRANSFERS:

NAME	FROM: SITE/POSITION	TO: SITE/POSITION	REPLACES	EFFECTIVI
Perry Davis	BHS / Teacher	SHS / Teacher	Ronald Gray	8/11/2015
Skyler Phillips	SES / Teacher	SHS / Teacher	New Position	8/11/2015
Lindsey Thomas	BES / Teacher	SPS / Teacher	Danielle Ovando	8/11/2015

MISCELLANEOUS:

District/Curriculum and Instruction:
The following to work up to 25 hours for making revisions to the current biology curriculum:

De Broughton Ashley Lundy Doug Morgan Isaac Chandler

Suwannee Middle School:
William McCullers resigned as head football coach effective June 9, 2015

Renewals for the 2015-2016 school year:

RECOMMENDATIONS: Instructional:

CONTRACT RECOMMENDATIONS:
Contract Status for 2015-2016 school year:

Annual Contracts:

	Term
Branford Elementary School:	
Myah Sanders	10
Suwannee Elementary School:	
Shannon Rodriguez	10
Suwannee High School:	
Frank Allen	10
Matthew Yancey	10

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

District Wide/Department of Student Services:
Michelle Howard, Coordinator of Health Services and Attendance – 11 month position
REPLACES: Margaret Wooley

RiverOak Technical College:
Tommy Miller, bookkeeper, effective August 3, 2015
REPLACES: Lynn Lee
John Sinclair, paraprofessional
NEW POSITION

Suwannee Elementary School:
Kay Glass, administrative secretary, effective August 3, 2015
REPLACES: Tammy Tomlinson

Suwannee High School:
Nahjawan Dukes, Paraprofessional
REPLACES: Terry Johnson
Matthew Jackson, paraprofessional
REPLACES: Damon Walker
Brandt Jessup, paraprofessional
REPLACES: Carla Blalock

Suwannee Intermediate School:
Deborah Davis, paraprofessional - temporary
REPLACES: Deborah Davis
John Paul, custodian 12 month
REPLACES: Lori Smith
Lori Smith, head custodian, effective July 7, 2015
REPLACES: Evan Saunders

Suwannee Middle School:
Yoleydis Cartaya, paraprofessional
REPLACES: Jazmine Marrero-Guerra

Suwannee Primary School:
Amanda Kiser, Pre-K Lead CDA
REPLACES: Tamra Abercrombie
Drea Davis, Pre-K paraprofessional
REPLACES: Marcetta Davis

LEAVE OF ABSENCE (FAMILY AND MEDICAL LEAVE - FMLA):

Suwannee Middle School:
Theresa Owens, paraprofessional, extend FMLA August 14 through October 15, 2015

Transportation Department:
Tina Johns, bus driver, August 17 through November 6, 2015, with the option of returning sooner if released by her doctor

LEAVE OF ABSENCE (MEDICAL):

Suwannee Middle School:
Theresa Owens, paraprofessional, October 16, 2015, until released by her doctor

End of List
2015-2016
School Year