SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
February 27, 2024

AGENDA

Call to Order – 6:00 p.m.

1. Final review of additions and revisions to the Suwannee County School Board Policy Manual as follows: (Copies are available for review in the office of the Assistant Superintendent of Administration.)

#4.12	Instructional Materials Selection (*New*)
#4.13	Educational Media Materials Selection (*New*)

Adjourn

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SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
February 27, 2024

AGENDA

Call to Order – Immediately following Public Hearing

Student remarks and pledge to the flag by Branford Elementary School

Special Recognition by the Superintendent

Branford High School – Beta Club State Contest

- Ashlyn Blalock
- Ella Clark
- Anabella Dicks
- Rae Finch
- Callie Grace Harris
- Austin Humphries

- Ainsley Irby
- Joshua Kelley
- Sophia McCall
- Sadie Miller
- Wren Wilkerson

Anyone present may approach the Board concerning any item on this agenda, in accordance with the following Citizen Input information:

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.)

Board members may pull any item on the Consent Agenda for discussion and separate action at this time.

The Superintendent recommends approval to adopt the Agenda.

CONSENT AGENDA

The Superintendent recommends approval of the Consent Agenda.

1. The Superintendent recommends approval of the following Minutes: **(pgs. 9-27)**

January 9, 2024	- Workshop Session
	- Special Meeting
January 23, 2024	- Expulsion Hearing
	- Public Hearing
	- Regular Meeting

2. The Superintendent recommends approval of the monthly financial statement for January 2024.

3. The Superintendent presents the following bills for the period January 1-31, 2024:

General Checking Account	
General Fund 1000	$ 703,474.72
LCI Fund 3200	150,517.94
Food Service Fund 4100	253,471.67
Federal Fund 4200	31,814.21
ESSER III - ARP 4450	452.34
SELF INS – 7110	386.65
Total	$ 1,140,117.53

Payroll Checking Account	
General Fund 1000	$ 3,582,697.01
Food Service Fund 4100	113,635.87
Federal Fund 4200	444,231.47
ESSER III - ARP 4450	98,221.50
OTHER ARP ACT RELIEF 4460	2,643.07
Total	$ 4,241,428.92

Total	$ 5,381,546.45

4. The Superintendent recommends approval of the following budget amendments for the fiscal year 2022-2023:

General	LCIF	Special Revenues
I-7	III-7	IV-3/ ESSER III
		IV-7/Federal
		IV-6/Food Service

5. The Superintendent recommends approval for disposal of property as per the attached Property Disposition Form dated February 27, 2024. **(pgs. 28-29)**

6. The Superintendent recommends approval of the following contracts/ agreements for the 2023-2024 school year: (RENEWAL) (Note: These contracts have been reviewed and approved as to form and sufficiency by Board Attorney Leonard Dietzen.)

#2024-76 Associated Health Education Affiliation Agreement between the Department of Veterans Affairs (VA) Malcom Randall VA Medical Center, Gainesville, Florida and Suwannee County School Board for RIVEROAK Technical College Pharmacy Technician Program *(Renewal/Revised)* **(pgs. 30-45)**

#2024-86	Addendum to Online Enrollment Service Agreement between Explain My Benefits, LLC and Suwannee County School Board for employee benefits enrollment and administration (*Renewal/Revised*) **(pgs. 46-56)**
#2024-87	ClarityRx Client Agreement between the Suwannee County School Board and Express Scripts, Inc. to provide Pharmacy Benefit Manager (PBM) services. (*Renewal/Revised*) **(pgs. 57-64)**

7. The Superintendent recommends approval to accept the following donated item(s):

Site	Item	Donor
RTC/Automotive Program	2017 Kia Forte ($1,000)	Skinner's Paint & Body Shop
SHS Baseball/ Field & Concession Stand Upgrades	Cash Donation ($5,000)	Todd Frier
SHS Baseball/ Field & Concession Stand Upgrades	Cash Donation ($1,000)	Travis Henry
SHS Baseball/ Field & Concession Stand Upgrades	Cash Donation ($1,000)	McCrimon's Office Systems
SHS Baseball Uniforms & Equipment	Cash Donation ($7,931.70)	Suwannee Baseball Boosters
SMS Softball/ Uniforms & Equipment	Cash Donation ($850)	R & M Hauling
SMS Dancing Dolls/ Uniforms & Competitions	Cash Donation ($1,000)	Pilgrim's Pride Corporation

8. The Superintendent recommends approval of the following Controlled Open Enrollment transfers for the 2023-2024 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Abbygail	Flowers	Suwannee	Lafayette	PK
Arianna	Rescigno	Suwannee	Hamilton	1
Connor	Rescigno	Suwannee	Hamilton	K
Jeremiah	Rescigno	Suwannee	Hamilton	1
Noah	Rescigno	Suwannee	Hamilton	5
Tenaya	Rescigno	Suwannee	Hamilton	2

9. The Superintendent recommends approval of the following Controlled Open Enrollment transfers for the 2024-2025 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Bryleigh	Fleming	Suwannee	Gilchrist	PK

10. Expulsions

a. **Case #2324-09**: The Superintendent recommends expulsion of the student through the remainder of the 2023-2024 school year and eligible to return from expulsion to Suwannee Opportunity School for the 2024-2025 school year. (*Final Action*)

b. **Case #2324-20**: The Superintendent recommends expulsion of the student through the remainder of the 2023-2024 school year. (*Final Action*)

c. **Case #2324-21:** The Superintendent recommends expulsion of the student through the remainder of the 2023-2024 school year and all of the 2024-2025 school year. (*Final Action*)

11. Human Resources Transactions **(pgs. 65-70)**

REGULAR AGENDA

1. The Superintendent recommends approval of additions and revisions to the Suwannee County School Board Policy Manual as follows: (Copies are available for review in the office of the Assistant Superintendent of Administration.)

#4.12	Instructional Materials Selection (*New*)
#4.13	Educational Media Materials Selection (*New*)

2. The Superintendent recommends approval of the following contracts/agreements for the 2023-2024 school year: (NEW) (Note: These contracts have been reviewed and approved as to form and sufficiency by Board Attorney Leonard Dietzen.)

#2024-47	First Amendment to Clinical Affiliation Agreement between the Suwannee County School Board, through RIVEROAK Technical College, and North Florida Regional Medical Center, Inc. d/b/a North Florida Regional Medical Center for the Surgical Technology Program (*New*) **(pgs. 71-91)**
#2024-82	Dual Enrollment Articulation Agreement between the Suwannee County School Board, thru RIVEROAK Technical College, and New Testament Christian Center (*New*) **(pgs. 92-100)**
#2024-83	Affiliation Agreement between the Suwannee County School Board and Trenton Medical Center, Inc., d/b/a Palms Medical Group to provide certain primary and preventative health care services to students at Branford High School, Suwannee Middle School, and Suwannee High School (*New*) **(pgs. 101-108)**
#2023-84	Clinical Education Agreement between the Suwannee County School Board, through RIVEROAK Technical College,

Phlebotomy and Practical Nurse Education Programs, and Cornerstone Care Clinic, LLC (*New*) **(pgs. 109-115)**

#2024-85 Clinical Education Agreement between the Suwannee County School Board, through RIVEROAK Technical College, Patient Care Technician, Practical Nurse Education, Phlebotomy, Pharmacy Technician, and Certified Nursing Assistant Programs, and Southern Internal Medicine, PLLC (*New*) **(pgs. 116-122)**

3. The Superintendent recommends approval of the following curriculum item:

   a. 2024-2025 School Calendar (*Revised*) **(pgs. 123-124)**

4. The Superintendent recommends approval of the following personnel items for the 2023-2024 school year:

   a. Job Description #128 - Director of Human Resources (*Revised*) **(pgs. 125-130)**
   b. Job Description #176 - Director of School Safety and Other Administrative Services/Title IX Coordinator (*Revised*) **(pgs. 131-134)**
   c. Job Description #194 - Wellness Specialist Coordinator (*New*) **(pgs. 135-137)**
   d. Add one Wellness Special Coordinator position (*New*)
   e. Revise *Salary Schedule of Confidential Employees 2023-2024 Secretarial and Other Personnel* to reflect compensation for the new Wellness Specialist Coordinator position on Line 1C **(pg. 138)**

5. The Superintendent recommends approval of the following forms:

   #7200-146 Duties and Responsibilities of District Instructional Materials Review Committee (*New*) **(pgs. 139-140)**

   #7200-147 SCSD Curriculum and Instructional Department Objection to Instructional Materials Adoption (*New*) **(pg. 141)**

   #7200-148 Specific Material Objection Form (*New*) **(pgs. 142-146)**

   #7200-149 SCSB District Review Committee Checklist for Reconsideration of Library Media (*New*) **(pgs. 147-151)**

   #7200-150 SCSD Media Center/Classroom Library Book Access (*New*) **(pg. 152)**

6. The Superintendent recommends approval of District participation in the *2024 Commissioner's Academic Challenge*, Florida's high school academic tournament, scheduled for April 11-13, 2024, in the amount of $2,000.

7. Discussion and possible action regarding Suwannee County School District's FSBIT Trustee.

8. The Superintendent recommends approval of employee health insurance plans for the period of May 1, 2024 – April 30, 2025, as recommended by the Fringe Benefits Committee.

9. The Superintendent presents the following report for informational purposes:

    a. Suwannee County District School Board Financial and Federal Single Audit, for the Fiscal Year Ended June 30, 2023. (A copy of the report is available for review in the office of the Chief Financial Officer.)

10. Comments from Student Ambassadors

11. Legal Counsel's Report

12. Superintendent's Report

13. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
January 9, 2024

MINUTES

The Suwannee County School Board met in Workshop Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Norman Crawford, and Ed daSilva, along with Superintendent Ted Roush, Chief Financial Officer Marsha Brown, and Secretary to the Superintendent/School Board Robinette Odom. School Board Attorney Leonard Dietzen was absent. School Board members Tim Alcorn and Ronald White were also absent.

Administrators and others present: Jennifer Barrs, Amy Boggus, Tammy Boggus, Bill Brothers (arrived at 9:02 a.m.), Gary Caldwell (arrived at 9:11 a.m.), Leigh Fernald, Lisa Garbett, Ronnie Gray (arrived at 9:05 a.m.), Malcolm Hines (arrived at 9:04 a.m.), Michele Howard, Terry Huddleston, Liz Johnston, Mary Keen, Jeff Lee, Carl Manna, Audrey Marshall, Dee Dee McManaway, Kecia Robinson, Keith Stavig, Angie Stuckey, Kelly Waters, Jimmy Wilkerson (arrived at 9:10 a.m.), Josh Williams, Kelli Williams, and Laura Williams. Also present were Representatives Glen Little, Bruce Tillman, and Daniel Tillman from Acentria Public Risk Partners Corporation/The Jordan Agency, and Janene Fitzpatrick.

Chairman Taylor called the meeting to order at 9:00 a.m. and led the pledge.

Department of School Choice Update.....Angie Stuckey

Mrs. Stuckey provided an update and distributed a handout regarding enrollment in the Live Oak elementary schools.

Chief Financial Officer Department Update.....Marsha Brown

Mrs. Brown provided an update and distributed a handout regarding restructuring in the Finance Department.

Health Insurance Update .....Representatives of Acentria Public Risk Partners Corporation/The Jordan Agency

Bruce Tillman provided a general insurance overview. Daniel Tillman and Glen Little provided the health insurance quarterly report via PowerPoint presentation.

Health and Attendance Update..... Michele Howard

Mrs. Howard provided handouts regarding the exemplary March 2023 School Health Program Monitoring Report for SCSD clinics, which was received from the Florida Department of Health; the August-December 2023 school clinic report; absentee data history; SCSD Attendance Meeting (SST) Conference Form; and a form letter to parents from Honorable Jennifer Griffin regarding truancy court.

The workshop recessed at 10:32 a.m. and resumed at 10:37 a.m.

Superintendent Update ..... Ted Roush

Mr. Roush provided updates on the following:

- Pointed out that poor school attendance and labor force issues have been prevalent since Covid. The decision to keep schools open today, when other districts closed due to inclement weather, sends a message that life goes on, even when it's not convenient, and he stands by the decision. In an effort to instill the importance of attendance, the names of each student marked present this morning will go into a drawing. Gift certificates from Winn Dixie (for Live Oak schools) and Scaff's (for Branford schools) will be awarded to first, second, and third place students at each school. Students will be recognized on each school's Facebook page.
- Reminded Board members of the Legislative Briefing with Chris Doolin on January 17 at 10:00 a.m. at Andrews Restaurant in Tallahassee.
- The Teacher of the Year and School-Related Employee of the Year Banquet will be held on Thursday, February 8, at 6:00 p.m., at the Florida National Guard Armory. He thanked CFO Marsha Brown for her efforts in arranging the event.
- Working with Human Resources Director Bill Brothers to implement the Employee Transfer Portal. The portal is used to analyze staffing needs among schools.
- T.J. Vickers will come to the February Workshop to discuss APPTEGY. This new program will be used to update the District website, Facebook, etc., via email, phone calls, etc. in a manner that is much more streamlined.
- Mrs. Barrs and Mrs. Boggus in the office of the Assistant Superintendent of Instruction are working with staff in media centers and classroom libraries to ensure legislative requirements are being met; hoping to be in full compliance by the end of January.

- Plans are underway to initiate a new round of the "SCSD My Choice" signage. The District will go into an advertising mode in March and April with new signage and radio ads.
- The typical timeline for employee recommendations happens April through June. This will change in that recommendations for administrative personnel will occur on January 23 and become effective July 2024. This is being done in an effort to keep key people in positions with some sense of stability and continuity and to remove the chance of them possibly becoming political targets.
- Read statement announcing that when his term as Superintendent ends in November 2024, he will not be seeking re-election. Board members responded.

The workshop adjourned at 11:14 a.m.

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
January 9, 2024

MINUTES

The Suwannee County School Board met in Special Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were: Chairman Jerry Taylor, Norman Crawford, and Ed daSilva, along with Superintendent Ted Roush, Chief Financial Officer Marsha Brown, and Secretary to the Superintendent/School Board Robinette Odom. School Board Attorney Leonard Dietzen was absent. School Board members Tim Alcorn and Ronald White were also absent.

Chairman Taylor called the meeting to order at 11:21 a.m.

Call to Order – Immediately following the Workshop

MOTION by Mr. daSilva, second by Mr. Crawford, for approval to adopt the agenda. MOTION CARRIED UNANIMOUSLY

1. MOTION by Mr. Crawford, second by Mr. daSilva, for approval of the following personnel item for the 2023-2024 school year:

   Overlap the Employee Benefits Specialist position (Teresa Jones), from January 15, 2024 through June 5, 2024.

   MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. daSilva, second by Mr. Crawford, for approval of the Human Resources Transactions **(pgs. 2-3)** MOTION CARRIED UNANIMOUSLY

3. MOTION by Mr. daSilva, second by Mr. Crawford, for approval of the following Expulsions:

   a. **Case #2324-06**: The Superintendent recommends expulsion of the student through the remainder of the 2023-2024 school year (*Final Action*)

   b. **Case #2324-10**: The Superintendent recommends expulsion of the student through the remainder of the 2023-2024 school year and all of the 2024-2025 school year. (*Final Action*)

MOTION CARRIED UNANIMOUSLY

At this time Mr. Roush distributed an aerial photo of the lane that is the main entrance to Branford Elementary School. He stated that former Senator Charles Williams, who was a Branford High School graduate and county commissioner, was instrumental, through the special facilities funding program, in the 1999 construction of Branford Elementary School. Mr. Roush stated he plans to recommend the naming of the lane as Senator Charles Williams Lane.

Mr. Taylor expressed concern over reduction in revenues to operate school districts. He stated legislators and business leaders need to understand the impact this will have on our District and would like the matter to be discussed at a future workshop.

The meeting adjourned at 11:35 a.m.

SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
January 23, 2024

MINUTES

The Suwannee County School Board held a Public Hearing on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Norman Crawford, Ed daSilva, and Ronald White, along with Superintendent Ted Roush, Chief Financial Officer Marsha Brown, and Secretary to the Superintendent/School Board Robinette Odom. Attorney Kayla Rady, with Rumberger, Kirk, and Caldwell, sat in for School Board Attorney Leonard Dietzen, who was absent.

UTSC President Misty Ward, District School Resource Officer Lee Willis, and Student Ambassadors Ainsley Irby and Audrey Lord were also present.

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

1. Final review of additions and revisions to the Suwannee County School Board Policy Manual as follows: (Copies are available for review in the office of the Assistant Superintendent of Administration.)

#3.06	Safe and Secure Schools (*Revised*)
#3.13	School Volunteers (*Revised*)
#3.22	Internet Safety (*New*)
#4.26	Artificial Intelligence Acceptable Use (*New*)
#4.27	Operation of Unmanned Aerial Vehicles (UAV) – Drones (*New*)
#5.13	Zero Tolerance (*New*)
#5.15	Administration of Medication (*Revised*)
#5.19	Student Records (*Revised*)
#5.40	Children of Military Families (*Revised*)
#6.216	Deferred Retirement Option (DROP) (*Revised*)
#6.39	Report of Misconduct (*Revised*)
#7.40	Online Educational Services Agreements/Contracts (*Revised*)
#8.04	Emergency Drills (*Revised*)

Chairman Taylor 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 6:02 p.m.

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
January 23, 2024

MINUTES

The Suwannee County School Board met in Regular Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Norman Crawford, Ed daSilva, and Ronald White, along with Superintendent Ted Roush, Chief Financial Officer Marsha Brown, and Secretary to the Superintendent/School Board Robinette Odom. Attorney Kayla Rady, with Rumberger, Kirk, and Caldwell, sat in for School Board Attorney Leonard Dietzen, who was absent.

UTSC President Misty Ward, District School Resource Officer Lee Willis, and Student Ambassadors Ainsley Irby and Audrey Lord were also present.

Chairman Taylor called the meeting to order at 6:02 p.m.

Student remarks and pledge to the flag by Suwannee Springcrest Elementary News Team student organization

Anyone present may approach the Board concerning any item on this agenda, in accordance with the following Citizen Input information:

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 was none.

MOTION by Mr. daSilva, second by Mr. Crawford, for approval to adopt the Agenda, along with the Agenda Addendum. MOTION CARRIED UNANIMOUSLY

CONSENT AGENDA

Board members may pull any item on the Consent Agenda for discussion and separate action.

MOTION by Mr. daSilva, second by Mr. White, for approval of the Consent Agenda.

Mr. White pulled Item #10, Human Resources Transactions, for discussion purposes. He questioned the three-year contract recommendations on pages 23-24. Mr. Roush and Mr. Brothers responded, and Board members commented.

MOTION by Mr. White, second by Mr. daSilva, to pull Item #10, Human Resources Transactions, from the Consent Agenda for separate action. MOTION CARRIED 4 to 1; Mr. Taylor voted NO.

Mr. Taylor stated there is a motion and second to approve the Consent Agenda, along with removal of Item #10, Human Resources Transactions. MOTION CARRIED 4-1; Mr. Taylor voted NO.

Separate Action for Item #10/Consent Agenda
Mr. White pulled Item #10, Human Resources Transactions, for separate action.

MOTION by Mr. daSilva, second by Mr. Crawford, for approval of Item #10, Human Resources Transactions, on the Consent Agenda. MOTION CARRIED four to one; Mr. White voted NO.

1. Approval of the following Minutes: **(pgs. 7-18)**

   December 12, 2023
   - Workshop Session
   - Expulsion Hearing
   - Public Hearings
   - Regular Meeting

2. Approval of the monthly financial statement for December 2023.

3. The following bills for the period December 1-31, 2023:

General Checking Account	
General Fund 1000	$957,440.28
LCI Fund 3200	71,664.55
Food Service Fund 4100	611,790.71
Federal Fund 4200	77,589.70
ESSER III - ARP 4450	5,370.89
OTHER ARP ACT RELIEF 4460	178.79
SELF INS - 7110	$589.29

Payroll Checking Account	
General Fund 1000	$3,647,146.55
Food Service Fund 4100	115,620.67
Federal Fund 4200	392,875.17
ESSER III - ARP 4450	97,705.91
Total	$5,977,972.51

4. Approval of the following budget amendments for fiscal year 2023-2024:

General	LCIF	Special Revenues
I-6	III-6	IV-2/ARP
		IV-6/Federal
		IV-5/Food Service

5. Approval to accept the following donated items:

Site	Item	Donor
SHS FFA	Cash Donation ($10,000)	Nutrien

6. For informational purposes an out-of-state trip for Suwannee High School NJROTC students and chaperones to attend the Marine Corps Boot Camp in Parris Island, South Carolina, February 27 – March 1, 2024. *(Funded by NJROTC Booster Club)*

7. For informational purposes out-of-state travel for the following employees:

Name	Site	Date	Reason	Destination
Patrick Dawson	SHS	02/27-03/01/24	Marine Corps Boot Camp	Parris Island, SC
Debra Kleinsmith	SHS	02/27-03/01/24	Marine Corps Boot Camp	Parris Island, SC

(Funded by NJROTC Booster Club)

8. Approval of the following Controlled Open Enrollment transfer for the 2023-2024 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Jenner	Wallace	Suwannee	Madison	11

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Thomas	Sikes	SHS	BHS	10

9. Expulsions

a. **Case #2324-11**: Expulsion of the student through the remainder of the 2023-2024 school year and all of the 2024-2025 school year. (*Final Action*)

b. **Case #2324-12**: Expulsion of the student from the school bus through the remainder of the 2023-2024 school year. (*Final Action*)

c. **Case #2324-13**: Expulsion of the student through the remainder of the 2023-2024 school year and all of the 2024-2025 school year. (*Final Action*)

d. **Case #2324-14**: Expulsion of the student through the remainder of the 2023-2024 school year and all of the 2024-2025 school year. (*Final Action*)

e. **Case #2324-15**: Expulsion of the student through the remainder of the 2023-2024 school year and all of the 2024-2025 school year. (*Final Action*)

f. **Case #2324-16**: Expulsion of the student from the school bus through the remainder of the 2023-2024 school year. (*Final Action*)

g. **Case #2324-18**: Expulsion of the student through the remainder of the 2023-2024 school year and all of the 2024-2025 school year. (*Final Action*)

10. Human Resources Transactions **(pgs. 19-24)**

RECOMMENDATIONS FOR THE 2023-2024 SCHOOL YEAR:

RESIGNATION: ADMISTRATIVE:

Federal Programs:
Katrina Walker-Bius, Coordinator, effective January 2, 2024

RETIREMENTS: INSTRUCTIONAL:

RIVEROAK Technical College:
Patricia Sullivan, Teacher, effective June 3, 2024

Student Services:
Virginia Weaver, Staffing Specialist, effective September 2, 2024

Suwannee Springcrest Elementary:
Cathy Nicely, Teacher, effective July 1, 2024

RECOMMENDATIONS: INSTRUCTIONAL:

Branford High School:
Michael McCallister, Teacher, effective January 16, 2024
REPLACES: Matthew Yancey

Suwannee High School:
Nanette Johnston, Teacher, effective January 5, 2024
REPLACES: Steven Carney

PART-TIME/HOURLY:

RIVEROAK Technical College:
Susie Tyson Nursing Assistant Instructor

RESIGNATIONS: INSTRUCTIONAL:

Branford High School:
Matthew Yancey, Teacher, effective January 8, 2024

TRANSFERS/REASSIGNMENTS:

NAME:	FROM: SITE/POSITION	TO: SITE/POSITION	REPLACES	EFFECTIVE
Jessica Tuttle	Suwannee Springcrest Elem. Teacher	Suwannee Springcrest Elem. Dean	New Position	January 5, 2024
Melinda Soto	Suwannee Springcrest Elem. Paraprofessional	Suwannee Springcrest Elem. Teacher (Long Term Substitute)	Jessica Tuttle	January 5, 2024

LEAVE OF ABSENCE: (FAMILY MEDICAL):

Hannah Hicks, Teacher, effective February 27, 2024 through May 21, 2024
(With the option to return sooner)

RECOMMENDATIONS: NON-INSTRUCTIONAL:

Suwannee Riverside Elementary:
Angela Herron, Media Clerk (Temporary), effective December 4, 2023
REPLACES: Ronna Williams

Transportation:
Shawn Hill, Bus Driver, effective January 8, 2024
REPLACES: Carol Jenkins

Shateea Hughes, Bus Driver, effective January 8, 2024
REPLACES: Jeffry Hunt

Carlos Lozano, Bus Driver, effective December 11, 2023
REPLACES: Shawn Hill

RESIGNATIONS: NON-INSTRUCTIONAL:

Branford High School:
Tracy Felty-Janosh, Lunch Room Monitor, effective December 1, 2023

RIVEROAK Technical College:
Brittany Dees, Bookkeeper, effective January 5, 2024

Suwannee High School:
Kelly McManaway, Paraprofessional, effective December 8, 2023

Transportation:
James Barton, Bus Aide, effective December 13, 2023
Margaret Barton, Substitute Bus Aide, effective December 13, 2023
Michael Copfer, Bus Driver, effective December 11, 2023
Jennifer Dixon, Bus Driver, effective December 18, 2023

SUPPLEMENTARY:

Employee Name	Position	Location
Kristi Long	Planning Period Supplement	Suwannee Middle School
William McCullers	Girls' Weight Lifting Coach	Suwannee High School
Amy Yarick	Girls' Cross Country Coach	Suwannee High School

MISCELLANEOUS:

Approval for the following to work in the After-School Reading Camp:

Suwannee Pineview Elementary School:
Shannon Armes
Tammy Atkinson
Cierra Keen

Alternates:
Jamie Cato
Kelly Driggers

Suwannee Riverside Elementary School:
Melissa Bozeman
Nicole Hammock
Michele Turman

Suwannee Springcrest Elementary:
Kendall Butts
Ariel Jennings

Approval for the following to work in the Morning Tutoring Program at Suwannee High School:

Deanna Burkett Marie Mudd

Approval for Kaylee Baker to work in the Extended Day Program at Suwannee Riverside Elementary

Approval for the following to work in the Afterschool Tutoring Program at Branford High School
(Grant Funded):

Lindsey Jones Brian Metzger

Approval for the following to work as Nutritional Food Service Assistants:

Sierra Bozeman Robin Krause

SUBSTITUTE:

Approval for Ramona Land to work as a substitute nurse

VOLUNTEERS:

SSE	Wayne Archie, Jr.	Classroom, Field Trips
BES	Debra Baldwin	Classroom, Field Trips, Clubs
SHS/SSE/SPS/SRE/RTC	Summer Bales	NJROTC
SPE/SHS	Barbara Barker	Classroom, Field Trips
SSE	Christian Bennett	Classroom, Field Trips
SSE	Tommy Biggs	Classroom, Field Trips
BES/BHS	Delilah Bray	Classroom, Field Trips
SSE	Dylan Carter	Classroom
BES	Diane Caruso	Classroom
SSE	Dallas Chase	Classroom, Field Trips
SSE	Richard Chauncey	Field Trips, Clubs
BES/BHS	Candise Courtemanche	APT Advisory, Classroom, Field Trips
BES/BHS	Daniel Courtemanche	Classroom, Field Trips
BES	Victoria Crossno	Classroom, Field Trips, Clubs
BHS	Michael Dachuk	Basketball
BHS	Stacy Dachuk	Basketball
SPE	Anthony Diroma	APT/Advisory, Classroom, Field Trips
SSE	Sue Exum	Classroom
SHS/SRE	Daren Gay	Classroom, Field Trips, Clubs
SMS	Jabori Gwinn	Basketball

SHS/SSE/SRE/RTC	John Harmon	Band, Sports, FCA, Academic
SHS	Karen Harrell	APT/Advisory, Classroom, Field Trips, Clubs
BES	Tiffany Harris	APT Advisory, Classroom, Field Trips, Clubs
SSE	Marshall Howard	Classroom, Field Trips, Clubs
SSE	Rosalind Howard	Classroom, Field Trips, Clubs
BHS	Markeem Ingram	Basketball
BHS/BES	Stephen James	Basketball
SSE	William Jerkins	Classroom, Field Trips. Clubs
SSE	Zafarys Kennedy	Classroom, Field Trips
SHS	Bill Lawhon	NJROTC
SHS/BES	Dustin Leighton	Classroom, Field Trips
SSE	Jacob Lewis	Classroom, Field Trips
SHS	Danielle Lynch	NJROTC
SHS/BES	Theresa Moore	APT/Advisor, Classroom, Field Trips, Sports
SHS	Ashley Nicholson	NJROTC
SHS	Robert Nicholson, Jr.	NJROTC
BHS	Kelly Onuska	Dance, Cheer, Sports
SHS/SMS	Traci Osborn	NJROTC
BHS	Shannon Osgood	Field Trips, Clubs
BHS	Terrell Paul	Basketball
BES	Catherine Perez	Classroom, Field Trips
BES	Connie Poole	Field Trips
BES/BHS	Stephanie Poole	APT Advisory, Classroom, Field Trips
SSE	Tajhuane Roundtree	Classroom
BES	Amy Rutherford	Classroom, Field Trips, Clubs
SHS	Yvonne Scott	TSIC Mentor
SSE	Estrella Short	Classroom, Field Trips
SSE	John Short	Classroom, Field Trips
SSE	Jeffrey Smiley	Classroom, Field Trips
SSE	Heather Smith	APT Advisory, Classroom, Field Trips
SHS/SMS	Kenneth Smith	Basketball
BES	Jessica Summers-Howard	Classroom, Field Trips
SPE	Matthew Taylor-Doll	APT/Advisory, Classroom, Field Trips
SPE	Monica Taylor-Doll	APT/Advisory, Classroom, Field Trips
SHS	Carl Tillman	APT/Advisor, Classroom, Field Trips, Clubs
SHS	Lionel Torres	Soccer
SHS	Jeff Waters	Field Trips, Clubs, Band
RTC	Kenneth Watts	Math Tutoring Adult Ed
BHS	Kenric Williams	Basketball
SHS	David Wood	TSIC Mentor
SSE	Ross Wood	Classroom, Field Trips

End of List
2023-2024
School Year

CONTRACT RECOMMENDATIONS FOR THE 2024-2025 SCHOOL YEAR:

ADMINISTRATIVE CONTRACTS:	TERM	EFFECTIVE DATE
Jennifer Barrs	36	07/01/2024
Tamara Boggus	36	07/01/2024
William Brothers	36	07/01/2024
Marsha Brown	36	07/01/2024
Ethan Butts	36	07/01/2024
Jimmy Cherry II	12	07/01/2024
Leigh Fernald	12	07/01/2024
Ronald Gray	36	07/01/2024
Jillian Herron	12	07/01/2024
Angel Hill	12	07/01/2024
Malcolm Hines	36	07/01/2024
Michelle Howard	12	07/01/2024
Elizabeth Johnston	12	07/01/2024
*Audrey Marshall		
Natasha Pittman	12	07/01/2024
Kecia Robinson	12	07/01/2024
Keith Stavig	12	07/01/2024
Angelia Stuckey	36	07/01/2024
Kelly Waters	36	07/01/2024
Jimmy Wilkerson	36	07/01/2024
Joshua Williams	36	07/01/2024
Kelli Williams	12	07/01/2024

**Current Administrative 3 Year Contract*

SCHOOL ADMINSTRATORS:	TERM	EFFECTIVE DATE
Melinda Ahrens	12	07/01/2024
Jennifer Beach	36	07/01/2024
Amy Boggus	36	07/01/2024
Stephenie Busch	36	07/01/2024
Keith Cherry	12	07/01/2024
Brooke Cox-Knowles	12	07/01/2024
Perry Davis	12	07/01/2024
Cara Disken	12	07/01/2024
Lisa Garbett	12	07/01/2024
Lisa Garrison	12	07/01/2024
Traci Green	12	07/01/2024
Donald Harrison	12	07/01/2024
*Terry Huddleston		
Mary Keen	36	07/01/2024
Kevin Lewis	12	07/01/2024
Carl Manna	36	07/01/2024
Deidre McManaway	36	07/01/2024

Mileydi Perez	12	07/01/2024
Adrienne Taylor	12	07/01/2024
Marsha Tedder	36	07/01/2024
Julie Ulmer	12	07/01/2024
Laura Williams	36	07/01/2024
Jennifer Wooley	12	07/01/2024

* *Current Administrative 3 Year Contract*

End of List
2024-2025
School Year

REGULAR AGENDA

1. MOTION by Mr. Alcorn, second by Mr. daSilva, for approval of additions and revisions to the Suwannee County School Board Policy Manual as follows: (Copies are available for review in the office of the Assistant Superintendent of Administration.)

#3.06	Safe and Secure Schools (*Revised*)
#3.13	School Volunteers (*Revised*)
#3.22	Internet Safety (*New*)
#4.26	Artificial Intelligence Acceptable Use (*New*)
#4.27	Operation of Unmanned Aerial Vehicles (UAV) – Drones (*New*)
#5.13	Zero Tolerance (*New*)
#5.15	Administration of Medication (*Revised*)
#5.19	Student Records (*Revised*)
#5.40	Children of Military Families (*Revised*)
#6.216	Deferred Retirement Option (DROP) (*Revised*)
#6.39	Report of Misconduct (*Revised*)
#7.40	Online Educational Services Agreements/Contracts (*Revised*)
#8.04	Emergency Drills (*Revised*)

MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. daSilva, second by Mr. White, for approval to advertise additions and revisions to the Suwannee County School Board Policy Manual as follows:

#4.12	Instructional Materials Selection (*Revised*) **(pgs. 25-36)**
#4.13	Educational Media Materials Selection (*Revised*) **(pgs. 37-45)**

MOTION CARRIED UNANIMOUSLY

3. MOTION by Mr. daSilva, second by Mr. White, for approval of naming the entry lane, and main entrance to Branford Elementary School, as *Senator Charles Williams Lane.* MOTION CARRIED UNANIMOUSLY

Action on the Agenda Addendum

#1. MOTION by Mr. Alcorn, second by Mr. Crawford, for approval to accept the following donated item:

Site	Item	Donor
Springcrest Elementary	Outdoor Shed - $2,500 (To house a kiln for 21st Century Program)	Raymond Galler/Boat Covers Anywhere

MOTION CARRIED UNANIMOUSLY

End of the Agenda Addendum

4. Comments from Student Ambassadors

Student Ambassadors Ainsley Irby and Audrey Lord reported on community, school, and athletic accomplishments and responded to questions from the Board.

Mr. daSilva congratulated Ms. Irby on her recent weightlifting accomplishments.

5. Legal Counsel's Report – no legal issues to report.

6. Superintendent's Report

Mr. Roush reported on the following:

- A presentation on APPTEGY is planned for the February workshop.
- A meeting was held yesterday to discuss planning for the Branford High School welding lab, which is in the Five Year Facility Work Plan. This will also be discussed at the February workshop.
- The promotional flyer that will be distributed to employees was provided to Board members. It allows for three free dependent child visits to the SCSD Employee Wellness Center.
- The TOY/SREOY banquet will be held at the Florida National Guard Armory on Thursday, February 8, at 6:00 p.m. Today is the deadline to rsvp.
- The planning is well underway for the new school year. February 9 will be the cut-off date for budget expenditures. Personnel and staffing allocations will be discussed at the February workshop.

Mr. Roush responded to questions from Board members.

7. Issues and concerns Board members may wish to discuss

- Mr. daSilva spoke on the following:
  - Relayed an experience he learned about from a school bus driver and gave a shout-out to the bus mechanics.
  - Advised that a meeting was held yesterday in Tallahassee with DOE Commissioner Diaz. Mr. Diaz was very complimentary of our school district and Mr. Roush's leadership.

Mr. Crawford stated he also attended the meeting yesterday with DOE Commissioner Diaz and commended the SCSD leadership and staff.

- Mr. Taylor spoke on the following:
  - Karin Hoffman with Key Innovative Solutions will provide an update at the February 27 Board meeting. Mr. Roush advised she will do so under the Superintendent's Report portion of that meeting.
  - He briefly shared memories from the beginning of his public service as a School Board member in 1996 and various accomplishments of the

SCSD team to present time. He stated he will not seek re-election at the end of his term in November 2024.

Mr. Roush described Mr. Taylor as being well-prepared, dedicated, passionate, and thoughtful. He stated he could not have asked for a better support system.

Mr. Taylor responded that it has been a pleasure to serve.

The meeting adjourned at 7:33 p.m.

2023-2024 FEBRUARY SURPLUS ITEMS

PROPERTY RECORD #	ITEM DESCRIPTION	ORIGINAL PURCHASE PRICE	ORIGINAL PURCHASE DATE	COST CENTER	REQUESTED DISPOSITION
99000241	WEATHER STATION	$ 1,149.00	9/20/1993	SPRINGCREST	JUNKED
99001499	DESK, EXECUTIVE	$ 890.00	3/31/1995	RIVEROAK	JUNKED
99002453	BUS	$ 69,584.00	2/6/2002	TRANSPORTATION	SURPLUS
99002454	BUS	$ 69,584.00	2/6/2002	TRANSPORTATION	SURPLUS
99002500	REFRIGERATOR	$ 3,655.00	3/7/2002	SPRINGCREST	JUNKED
99002519	BUS, TYPE C	$ 63,600.00	4/29/2002	TRANSPORTATION	SURPLUS
99002633	BUS, MIDI	$ 44,660.00	2/13/2003	TRANSPORTATION	SURPLUS
99002635	BUS, TYPE C	$ 71,185.00	3/20/2003	TRANSPORTATION	SURPLUS
99002636	BUS, TYPE C	$ 71,185.00	3/20/2003	TRANSPORTATION	SURPLUS
99002637	BUS, TYPE C	$ 71,185.00	3/20/2003	TRANSPORTATION	SURPLUS
99003387	DESK, EXECUTIVE	$ 1,039.00	6/28/1996	RIVEROAK	JUNKED
99003878	RECHARGE, RECYCLE AC MACH	$ 2,799.00	7/24/2003	TRANSPORTATION	SURPLUS
99003963	BUS	$ 74,365.00	3/25/2004	TRANSPORTATION	SURPLUS
99003965	BUS	$ 74,365.00	3/25/2004	TRANSPORTATION	SURPLUS
99003967	BUS	$ 73,121.00	12/11/2003	TRANSPORTATION	SURPLUS
99004541	BUS	$ 69,390.00	8/2/2001	TRANSPORTATION	SURPLUS
99004853	PLAY CENTER	$ 1,139.79	8/19/2004	SPRINGCREST	JUNKED
99005205	PROOFING HOLDING CABINET	$ 1,850.00	10/13/2005	RIVEROAK	SURPLUS
99005207	ALIGNMENT MACHINE	$ 13,132.70	8/18/2005	RIVEROAK	SURPLUS
99005256	SCRUBBER, FLOOR	$ 3,690.00	9/30/2005	RIVEROAK	JUNKED
99006678	MACBOOK 13"	$ 949.00	3/27/2009	TECHNOLOGY	SURPLUS
99006679	MACBOOK 13"	$ 949.00	3/27/2009	TECHNOLOGY	SURPLUS
99006704	CARPET EXTRACTOR	$ 1,495.00	7/16/2009	BRANFORD ELEMENTARY	JUNKED
99006758	WHEEL ALIGNMENT EQUIP.	$ 4,060.00	7/14/2009	RIVEROAK	SURPLUS
99007151	CAMERA, DVR FOR SCHOOL BUS	$ 975.00	5/12/2010	TRANSPORTATION	SURPLUS
99007160	CAMERA, DVR FOR SCHOOL BUS	$ 975.00	5/12/2010	TRANSPORTATION	SURPLUS
99007168	CAMERA, DVR FOR SCHOOL BUS	$ 975.00	5/12/2010	TRANSPORTATION	SURPLUS
99007604	CAMERA, DVR FOR SCHOOL BUS	$ 942.00	10/13/2011	TRANSPORTATION	SURPLUS
99007609	CAMERA, DVR FOR SCHOOL BUS	$ 942.00	10/13/2011	TRANSPORTATION	SURPLUS
99007615	CAMERA, DVR FOR SCHOOL BUS	$ 942.00	10/13/2011	TRANSPORTATION	SURPLUS

2023-2024 FEBRUARY SURPLUS ITEMS

PROPERTY RECORD #	ITEM DESCRIPTION	ORIGINAL PURCHASE PRICE	ORIGINAL PURCHASE DATE	COST CENTER	REQUESTED DISPOSITION
99007847	VENDING MACHINE	$ 3,098.00	2/28/2014	RIVEROAK	JUNKED
		$ 797,870.49			

Requested By:

ETHAN BUTTS
DIRECTOR OF PROPERTY RECORDS

2/27/2024
DATE

APPROVED BY:

SUPERINTENDENT

BOARD CHAIRMAN

AFFILIATION AGREEMENT BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS AND THE SPONSORING INSTITUTION OF AN EDUCATIONAL PROGRAM

(For use when **VA RECEIVES** Health Professions Trainees from an Academic Institution, School or Program)

VA Healthcare System Name and Number:		Gainesville, FL HCS 573
Veterans Integrated Service Network (VISN Number):		VISN 8 Sunshine Healthcare Network
Name of Institution Sponsoring the Educational Program:		Suwannee County School Board
Accrediting Body:		Coucil on Occupational Eucation
GME PROGRAMS ONLY		
Please insert ACGME Program Number:		
ASSOCIATED HEALTH AND NURSING PROGRAMS		Pharmacy Technician Program
Name of College or School:		RIVEROAK Technical College
Health Profession:		Pharmacy Technician
Academic Degree Level of Training:		National Certified Pharmacy Technician

This agreement, when duly executed and approved by the Department of Veterans Affairs, establishes an affiliation between the VA Healthcare System (VA) and the Sponsoring Institution of an Educational Program ("the Academic Affiliate") collectively referred to as the "Parties," for the purpose of training health professions trainees (HPTs). In this agreement, "VA Healthcare System" includes both the main campus of a VA medical facility and any associated Community-Based Outpatient Clinics (CBOCs), Community Living Centers (CLCs) and Ambulatory Care Centers (ACCs). The term VA Healthcare System also includes those Readjustment Counseling Centers who have signed and executed an educational Memoranda of Understanding (MOU) with that VA Healthcare System. The Parties to this agreement have a shared responsibility for the educational enterprise. The Academic Affiliate accepts primary responsibility for the integrated education program conducted with VA while the VA Healthcare System retains full responsibility for the care of VA patients and administration of its health care system. Additional responsibilities are delineated below.

BACKGROUND

Affiliation agreements promote common standards for HPT education. The Parties to the affiliation agreement seek to avoid duplication of academic assets. The Parties enter this affiliation in a spirit of mutual benefit to be achieved through an equitable contribution of resources. The affiliation agreement is essential because it establishes the administrative and legal basis of the relationship between the Academic Affiliate and VA and provides the foundation for additional agreements between the Parties.

In entering into this agreement, VA and the Academic Affiliate have a responsibility to comply with applicable federal laws and VA policies. While the existence of an affiliation agreement does not guarantee that VA and the Academic Affiliate will enter into additional agreements, some academic affiliates may have other agreements with VA including clinical contracts, research agreements, memoranda of understanding and/or other written agreements.

RESPONSIBILITIES

The Academic Affiliate and the VA have the following responsibilities:

1. Accreditation Standards

a) Academic Affiliate

As the institution sponsoring the educational program, the Academic Affiliate will assume overall responsibility for the educational program and maintain accreditation by the nationally recognized accrediting body for that profession, if one exists. The Academic Affiliate will notify VA within three business days of any change in the accreditation status of the educational program.

b) VA

The VA will operate and manage its facility and will maintain accreditation by The Joint Commission and/or other hospital or clinical accrediting entities as appropriate. The VA will participate with the Academic Affiliate to provide an appropriate learning environment and provide resources to meet the applicable accreditation standards for the training program. VA will provide information, documentation and/or other assistance as required for accreditation purposes.

2. Site Directors, Program Directors and Faculty

a) Academic Affiliate

A collaborative relationship between the Academic Affiliate and VA is vital to the success of shared educational programs. The Academic Affiliate will encourage VA staff involved in teaching their HPTs to participate in relevant programmatic meetings and committee assignments. In addition, the Academic Affiliate is encouraged to provide faculty appointments to VA faculty when appropriate. The Academic Affiliate is responsible for the approval of faculty members, including VA personnel, with responsibility for HPT teaching. When possible, the Academic Affiliate will provide faculty development opportunities to VA faculty including access to online curricula and educational resources. VA faculty should have access to systems utilized for HPT and faculty assessment and program evaluation.

b) VA

The VA will designate a VA profession-specific site director as the appropriate Point of Contact for the trainee experience. In addition, the VA will appoint qualified health care professionals (full-time, part-time or Without Compensation (WOC)) to provide supervision for HPTs and their activities. The VA will assure the availability of staff with appropriate credentials to teach and supervise HPTs.

3. Administration and Setting of the Health Professions Education Program

a) Academic Affiliate

The Academic Affiliate will assume primary responsibility for the administration of academic affairs including the education and assessment of HPTs. The Academic Affiliate's responsibilities encompass the completion of Program Letters of Agreement (when applicable), program curricula, program policies, academic supervision of HPTs, assignment to rotations/educational experiences, HPT selection and assessment, and program evaluation. In addition, the Academic Affiliate is responsible for the oversight and administration of the academic program to ensure it meets accreditation standards. The HPTs accepted for assignment at VA must have the qualifications and credentials as agreed upon by the Academic Affiliate and VA. The Academic Affiliate will communicate preceptor needs to VA and review available VA rotation/educational experiences against the program's learning objectives and requirements to determine suitability of

VA clinical experiences for HPT training. The Academic Affiliate shall collaborate with VA to determine the appropriate number of HPTs to be assigned to VA; VA has final authority on the types, number, and assignments of HPTs, as it can only accept and accommodate HPTs based on available resources. The Academic Affiliate is responsible for following relevant VA and Veterans Health Administration (VHA) Handbooks and Directives. VA and VHA policies may be found on this external website: VHA Publications (va.gov).

b) VA

To the extent possible, VA representatives will serve on the Academic Affiliate's education oversight committees to ensure VA is an active participant in the administration of the training program. The Academic Affiliate's evaluation of its educational program must include a mechanism to incorporate feedback from rotations and educational experiences at VA. VA will provide relevant VA and VHA Handbooks and Directives to the Academic Affiliate.

Training may occur at any location within the VA Healthcare System as defined in the first paragraph of this document. As part of the educational experience, HPTs may also participate in approved telehealth delivery of healthcare. HPTs may conduct telehealth activities between the main campus of the VA Healthcare System and its outlying clinical sites (e.g., CBOCs, CLCs and ACCs), or between any clinical site and the patient's home. Telehealth care may not be delivered to VA Healthcare Systems that are not signatories to this agreement without additional approvals. If episodes of training, including telehealth, are to occur at VA Healthcare System sites other than the ones covered by this agreement, the additional facility must be covered by a separate VA affiliation agreement or other administrative approvals.

4. Orientation, Resources, Supervision, Dismissal Procedures

a) Academic Affiliate

The Academic Affiliate will ensure that each HPT is prepared to participate in VA training before every HPT's rotation/education experience. The Academic Affiliate will prepare the Trainee Qualifications and Credentials Verification Letter (TQCVL) and provide verification of information for the HPTs rotating at VA. The Academic Affiliate will notify the VA of significant changes in HPT qualifications or credentials within three business days of discovery.

The Academic Affiliate will orient HPTs to affiliate and program educational policies. The Academic Affiliate and VA staff will collaborate to ensure appropriate resources are available for HPTs.

The Academic Affiliate will assure that HPTs will be supervised by staff with appropriate credentials per VA and accrediting body standards, as applicable. The Academic Affiliate, in consultation with VA faculty and staff, will assess the HPTs' performance and conduct according to the guidelines outlined in the approved curriculum and accepted standards for the training program.

If the Academic Affiliate is considering dismissal of an HPT assigned to VA for unsatisfactory performance or conduct, consultation with the VA site director is required prior to the rendering of any decision. If the Academic Affiliate decides to dismiss the HPT or the HPT resigns from the program, the VA site director must be notified within three business days. VA will terminate HPTs' VA assignment and access to VA systems and facilities upon such notice.

b) VA

VA will orient Academic Affiliate's HPTs and any accompanying academic faculty to the VA facility and systems. While at VA, HPTs and faculty are subject to VA policies, procedures and federal law in addition to the Affiliate's educational program policies. HPTs are required to take an on-line module in the VA's learning management system called "Mandatory Training for Trainees (MTT)" or the annual "MTT-Refresher". This training is required by the VHA Office of Academic Affiliations (OAA).

VA will establish qualifications for HPTs coming to VA from Academic Affiliates. VA will ensure that all HPTs and accompanying academic faculty are onboarded, have appropriate credentials, receive information systems access as appropriate, and are appointed to VA through Human Resources. Faculty coming from the Academic Affiliate must also receive privileges or scopes of practice for patient care activities.

If an HPT is required to participate in an investigation or inquiry, VA will notify the Academic Affiliate as soon as feasible.

VA will assure that HPTs incurring occupational injuries (including exposure to infectious or environmental hazards) while at VA, will be assessed and, in emergency cases, have treatment provided. The HPT experiencing an injury or exposure should notify the VA Site Director as soon as possible and no later than three business days after any injury or exposure. When informed of an HPT injury, VA will notify the Academic Affiliate within three business days.

VA will notify the Academic Affiliate within three business days if an HPT is dismissed from a VA assignment. In consultation with the Academic Affiliate, VA will evaluate a HPT's performance and conduct using the processes determined by the Academic Affiliate and its accrediting body, and VA educational policies.

5. Program Policies, Rules and Regulations

a) Academic Affiliate

The Academic Affiliate acknowledges and agrees that HPTs must comply with VA eligibility requirements including appropriate health screenings, immunizations, US Selective Service System registration, and residency status such as proof of US citizenship or legal residence, or non-immigrant or exchange visitor status. Non-US-citizen HPTs are ineligible for direct-paid VA training positions. Rotation of non-US-Citizen HPTs at VA must be approved by the Medical Center Director for that VA Healthcare System. The Academic Affiliate will ensure that each HPT is screened against the US Department of Health and Human Services (DHHS) List of Excluded Individuals/Entities. Any HPT having a current or past license in any health profession will also have their license status reviewed, including an assessment of adverse actions and query to the National Provider Data Bank (NPDB). The Academic Affiliate will perform background investigations on HPTs as appropriate and inform all HPTs that the VA is a Drug-Free Workplace. HPTs may be selected for random drug testing.

The Academic Affiliate acknowledges that each HPT assigned to complete a rotation at VA under this Agreement will be a user of VA information and VA information systems. As such, each HPT will be responsible for meeting all statutory and policy requirements before having systems access. Each HPT will also be responsible for safeguarding VA information which includes but is not limited to following all of VA's confidentiality statutes, taking VA information privacy and security training (through the Mandatory Training for Trainees course), immediately reporting all security incidents to the appropriate facility Privacy Officer and acknowledging and agreeing to follow all requirements found in VA's Information Security Rules of Behavior.

b) VA

VA will notify the Academic Affiliate when new VHA Directives or Handbooks pertaining to education are released or current ones are updated and will provide such copies as requested.

VA will notify the Academic Affiliate when relevant federal laws or regulations relating to VA academic affiliates, training programs, or trainees are enacted and effective.

6. Affiliation Partnership Council

a) Academic Affiliate

The Academic Affiliate should recommend members from its staff for appointment to the local VA

Affiliation Partnership Council (APC) and its subcommittees per VA policy.

b) VA

VA may invite appropriate Academic Affiliate representatives to the VA APC and/or its subcommittees. Invitations will be extended based on the size of the training program, the extent of involvement in the VA and geographic proximity to the VA facility.

7. Learning Environment

a) Academic Affiliate

The Academic Affiliate will communicate to VA its processes for monitoring the learning environment and share the results with VA.

b) VA

VA will ensure that HPT training takes place in an environment that supports trainee psychological, physical, and emotional well-being, and ensures appropriate supervision of HPT activities. The VA site director will monitor HPT workload to ensure that it is distributed appropriately. VA staff will collaborate with the Academic Affiliate to ensure appropriate resources are available for HPTs.

TERMS OF AGREEMENT

The ultimate responsibility for the control and operation of VA facilities and programs rests with VA. Responsibility for academic education rests with the Academic Affiliate. Through this affiliation agreement, collaboration is created with VA to enhance health professions education.

The Academic Affiliate must comply with Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Public Law 104-191, the Age Discrimination Act of 1975, and all related regulations, and assures that they do not, and will not, discriminate or retaliate against any person on the basis of race, color, religion, national origin, gender, sexual orientation, gender identity (including transgender orientation), disability, genetic information, or age under any program or activity receiving federal financial assistance.

Nothing in this agreement is intended to be contrary to federal law. In the event of conflict between terms of this agreement and any applicable federal law, federal law will supersede the terms of this agreement. This Agreement shall not be amended nor may any of its provisions be waived or modified.

Properly-appointed faculty members (except those providing services under a contract with VA) and properly-appointed HPTs of the Academic Affiliate, when providing professional services to Veterans, are protected from personal liability by the Federal Employees Liability Reform and Tort Compensation Act 28 U.S.C.2679 (b)-(d). The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act.

In accordance with the Health Insurance Portability and Accountability Act's (HIPAA) Privacy Rule, P. L. 104-191, VHA is a covered entity. VHA must ensure that all those who access and use its protected health information, including the Academic Affiliate, will both protect the privacy of protected health information (PHI) and secure the same, by complying with all requirements found in the HIPAA Privacy Rule, Security Rule and Breach Notification Rule as found in 45 C.F.R. Parts 160 and 164. In cases where PHI may occasionally need to be disclosed from VA to the Academic Affiliate, this will only be done with the applicable authority under the Privacy Rule as well as other VA privacy statutes.

Each party agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d *et seq.* ("HIPAA"), the Health Information Technology for Economic

and Clinical Health Act ("HITECH Act"), as each may be amended from time to time, and any current and future regulations promulgated thereunder. The Parties agree that the Academic Affiliate does not require access to and will not receive Protected Health Information, as defined in 45 C.F.R. § 160.103, pursuant to this agreement.

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

TERMINATION OF AFFILIATION AGREEMENT

This affiliation agreement is in force until February 27, 2034 *[insert a date that is no more than ten years in the future.] It is the expectation that both Parties monitor this termination date and, if desirable, seek to renew it in a timely fashion to avoid any lapse in the agreement.* It may be terminated in writing at any time by mutual consent with due consideration of patient care and educational commitments, or by written notice by either party 6 months in advance of the next training experience.

ACADEMIC AFFILIATE SIGNATURES			
Signature of Dean, Provost, Designated Institutional Official or Legal Designee	**Date**	**Signature of Program Director**	**Date**
Print Name/Official Title of Individual		**Print Name/Official Title of Individual**	
Jerry Taylor, Board Chairman		Ted L. Roush, Superintendent of Schools	

VA HEALTHCARE SYSTEM SIGNATURES (E-Signatures Accepted)			
Signature of VA Program/Site Director Receiving Trainees	**Date**	**Signature of Designated Education Officer or Associate Chief of Staff for Education**	**Date**
Print Name/Official Title of Individual		**Print Name/Official Title of Individual**	
		L. Chad Hood, MD, ACOS/Education	
Signature of Medical Center Director	**Date**		
Print Name/Official Title of Individual			
Wende K. Dottor, Exec. Health System Director			

VISN AND OAA SIGNATURES (E-Signatures Accepted) **This signature block required for all Medical and Dental programs, and any Associated Health/Nursing Programs utilizing Disbursement Agreements**			
VISN Director	**Date**	**Chief Academic Affiliations Officer**	**Date**
Print Name/Official Title of Individual		**Print Name/Official Title of Individual**	
N/A		N/A	

AFFILIATION AGREEMENT BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS AND THE SPONSORING INSTITUTION OF AN EDUCATIONAL PROGRAM

(For use when **VA RECEIVES** Health Professions Trainees from an Academic Institution, School or Program)

VA Healthcare System Name and Number:		Gainesville, FL HCS 573
Veterans Integrated Service Network (VISN Number):		VISN 8 Sunshine Healthcare Network
Name of Institution Sponsoring the Educational Program:		Malcom Randall VA Medical Center, Gainesville, FL
Accrediting Body:		Council On Occupational Education
GME PROGRAMS ONLY		
Please insert ACGME Program Number:		
ASSOCIATED HEALTH AND NURSING PROGRAMS		Pharmacy Technician Program
Name of College or School:		Suwannee County School Board for RIVEROAK Technical College Live Oak, FL
Health Profession:		Pharmacy Technician
Academic Degree Level of Training:		National Certified Pharmacy Technician

This agreement, when duly executed and approved by the Department of Veterans Affairs, establishes an affiliation between the VA Healthcare System (VA) and the Sponsoring Institution of an Educational Program ("the Academic Affiliate") collectively referred to as the "Parties," for the purpose of training health professions trainees (HPTs). In this agreement, "VA Healthcare System" includes both the main campus of a VA medical facility and any associated Community-Based Outpatient Clinics (CBOCs), Community Living Centers (CLCs) and Ambulatory Care Centers (ACCs). The term VA Healthcare System also includes those Readjustment Counseling Centers who have signed and executed an educational Memoranda of Understanding (MOU) with that VA Healthcare System. The Parties to this agreement have a shared responsibility for the educational enterprise. The Academic Affiliate accepts primary responsibility for the integrated education program conducted with VA while the VA Healthcare System retains full responsibility for the care of VA patients and administration of its health care system. Additional responsibilities are delineated below.

BACKGROUND

Affiliation agreements promote common standards for HPT education. The Parties to the affiliation agreement seek to avoid duplication of academic assets. The Parties enter this affiliation in a spirit of mutual benefit to be achieved through an equitable contribution of resources. The affiliation agreement is essential because it establishes the administrative and legal basis of the relationship between the Academic Affiliate and VA and provides the foundation for additional agreements between the Parties.

In entering into this agreement, VA and the Academic Affiliate have a responsibility to comply with applicable federal laws and VA policies. While the existence of an affiliation agreement does not guarantee that VA and the Academic Affiliate will enter into additional agreements, some academic affiliates may have other agreements with VA including clinical contracts, research agreements, memoranda of understanding and/or other written agreements.

Mostly all new language. Included in your INFO ONLY package is the current agreement (SCSB 2016-118, previously approved by the Board on 02/09/2016.for reference.

RESPONSIBILITIES

The Academic Affiliate and the VA have the following responsibilities:

1. **Accreditation Standards**

a) **Academic Affiliate**

As the institution sponsoring the educational program, the Academic Affiliate will assume overall responsibility for the educational program and maintain accreditation by the nationally recognized accrediting body for that profession, if one exists. The Academic Affiliate will notify VA within three business days of any change in the accreditation status of the educational program.

b) **VA**

The VA will operate and manage its facility and will maintain accreditation by The Joint Commission and/or other hospital or clinical accrediting entities as appropriate. The VA will participate with the Academic Affiliate to provide an appropriate learning environment and provide resources to meet the applicable accreditation standards for the training program. VA will provide information, documentation and/or other assistance as required for accreditation purposes.

2. **Site Directors, Program Directors and Faculty**

a) **Academic Affiliate**

A collaborative relationship between the Academic Affiliate and VA is vital to the success of shared educational programs. The Academic Affiliate will encourage VA staff involved in teaching their HPTs to participate in relevant programmatic meetings and committee assignments. In addition, the Academic Affiliate is encouraged to provide faculty appointments to VA faculty when appropriate. The Academic Affiliate is responsible for the approval of faculty members, including VA personnel, with responsibility for HPT teaching. When possible, the Academic Affiliate will provide faculty development opportunities to VA faculty including access to online curricula and educational resources. VA faculty should have access to systems utilized for HPT and faculty assessment and program evaluation.

b) **VA**

The VA will designate a VA profession-specific site director as the appropriate Point of Contact for the trainee experience. In addition, the VA will appoint qualified health care professionals (full-time, part-time or Without Compensation (WOC)) to provide supervision for HPTs and their activities. The VA will assure the availability of staff with appropriate credentials to teach and supervise HPTs.

3. **Administration and Setting of the Health Professions Education Program**

a) **Academic Affiliate**

The Academic Affiliate will assume primary responsibility for the administration of academic affairs including the education and assessment of HPTs. The Academic Affiliate's responsibilities encompass the completion of Program Letters of Agreement (when applicable), program curricula, program policies, academic supervision of HPTs, assignment to rotations/educational experiences, HPT selection and assessment, and program evaluation. In addition, the Academic Affiliate is responsible for the oversight and administration of the academic program to ensure it meets accreditation standards. The HPTs accepted for assignment at VA must have the qualifications and credentials as agreed upon by the Academic Affiliate and VA. The Academic Affiliate will communicate preceptor needs to VA and review available VA rotation/educational experiences against the program's learning objectives and requirements to determine suitability of

VA clinical experiences for HPT training. The Academic Affiliate shall collaborate with VA to determine the appropriate number of HPTs to be assigned to VA; VA has final authority on the types, number, and assignments of HPTs, as it can only accept and accommodate HPTs based on available resources. The Academic Affiliate is responsible for following relevant VA and Veterans Health Administration (VHA) Handbooks and Directives. VA and VHA policies may be found on this external website: VHA Publications (va.gov).

b) VA

To the extent possible, VA representatives will serve on the Academic Affiliate's education oversight committees to ensure VA is an active participant in the administration of the training program. The Academic Affiliate's evaluation of its educational program must include a mechanism to incorporate feedback from rotations and educational experiences at VA. VA will provide relevant VA and VHA Handbooks and Directives to the Academic Affiliate.

Training may occur at any location within the VA Healthcare System as defined in the first paragraph of this document. As part of the educational experience, HPTs may also participate in approved telehealth delivery of healthcare. HPTs may conduct telehealth activities between the main campus of the VA Healthcare System and its outlying clinical sites (e.g., CBOCs, CLCs and ACCs), or between any clinical site and the patient's home. Telehealth care may not be delivered to VA Healthcare Systems that are not signatories to this agreement without additional approvals. If episodes of training, including telehealth, are to occur at VA Healthcare System sites other than the ones covered by this agreement, the additional facility must be covered by a separate VA affiliation agreement or other administrative approvals.

4. Orientation, Resources, Supervision, Dismissal Procedures

a) Academic Affiliate

The Academic Affiliate will ensure that each HPT is prepared to participate in VA training before every HPT's rotation/education experience. The Academic Affiliate will prepare the Trainee Qualifications and Credentials Verification Letter (TQCVL) and provide verification of information for the HPTs rotating at VA. The Academic Affiliate will notify the VA of significant changes in HPT qualifications or credentials within three business days of discovery.

The Academic Affiliate will orient HPTs to affiliate and program educational policies. The Academic Affiliate and VA staff will collaborate to ensure appropriate resources are available for HPTs.

The Academic Affiliate will assure that HPTs will be supervised by staff with appropriate credentials per VA and accrediting body standards, as applicable. The Academic Affiliate, in consultation with VA faculty and staff, will assess the HPTs' performance and conduct according to the guidelines outlined in the approved curriculum and accepted standards for the training program.

If the Academic Affiliate is considering dismissal of an HPT assigned to VA for unsatisfactory performance or conduct, consultation with the VA site director is required prior to the rendering of any decision. If the Academic Affiliate decides to dismiss the HPT or the HPT resigns from the program, the VA site director must be notified within three business days. VA will terminate HPTs' VA assignment and access to VA systems and facilities upon such notice.

b) VA

VA will orient Academic Affiliate's HPTs and any accompanying academic faculty to the VA facility and systems. While at VA, HPTs and faculty are subject to VA policies, procedures and federal law in addition to the Affiliate's educational program policies. HPTs are required to take an on-line module in the VA's learning management system called "Mandatory Training for Trainees (MTT)" or the annual "MTT-Refresher". This training is required by the VHA Office of Academic Affiliations (OAA).

VA will establish qualifications for HPTs coming to VA from Academic Affiliates. VA will ensure that all HPTs and accompanying academic faculty are onboarded, have appropriate credentials, receive information systems access as appropriate, and are appointed to VA through Human Resources. Faculty coming from the Academic Affiliate must also receive privileges or scopes of practice for patient care activities.

If an HPT is required to participate in an investigation or inquiry, VA will notify the Academic Affiliate as soon as feasible.

VA will assure that HPTs incurring occupational injuries (including exposure to infectious or environmental hazards) while at VA, will be assessed and, in emergency cases, have treatment provided. The HPT experiencing an injury or exposure should notify the VA Site Director as soon as possible and no later than three business days after any injury or exposure. When informed of an HPT injury, VA will notify the Academic Affiliate within three business days.

VA will notify the Academic Affiliate within three business days if an HPT is dismissed from a VA assignment. In consultation with the Academic Affiliate, VA will evaluate a HPT's performance and conduct using the processes determined by the Academic Affiliate and its accrediting body, and VA educational policies.

5. Program Policies, Rules and Regulations

a) Academic Affiliate

The Academic Affiliate acknowledges and agrees that HPTs must comply with VA eligibility requirements including appropriate health screenings, immunizations, US Selective Service System registration, and residency status such as proof of US citizenship or legal residence, or non-immigrant or exchange visitor status. Non-US-citizen HPTs are ineligible for direct-paid VA training positions. Rotation of non-US-Citizen HPTs at VA must be approved by the Medical Center Director for that VA Healthcare System. The Academic Affiliate will ensure that each HPT is screened against the US Department of Health and Human Services (DHHS) List of Excluded Individuals/Entities. Any HPT having a current or past license in any health profession will also have their license status reviewed, including an assessment of adverse actions and query to the National Provider Data Bank (NPDB). The Academic Affiliate will perform background investigations on HPTs as appropriate and inform all HPTs that the VA is a Drug-Free Workplace. HPTs may be selected for random drug testing.

The Academic Affiliate acknowledges that each HPT assigned to complete a rotation at VA under this Agreement will be a user of VA information and VA information systems. As such, each HPT will be responsible for meeting all statutory and policy requirements before having systems access. Each HPT will also be responsible for safeguarding VA information which includes but is not limited to following all of VA's confidentiality statutes, taking VA information privacy and security training (through the Mandatory Training for Trainees course), immediately reporting all security incidents to the appropriate facility Privacy Officer and acknowledging and agreeing to follow all requirements found in VA's Information Security Rules of Behavior.

b) VA

VA will notify the Academic Affiliate when new VHA Directives or Handbooks pertaining to education are released or current ones are updated and will provide such copies as requested.

VA will notify the Academic Affiliate when relevant federal laws or regulations relating to VA academic affiliates, training programs, or trainees are enacted and effective.

6. Affiliation Partnership Council

a) Academic Affiliate

The Academic Affiliate should recommend members from its staff for appointment to the local VA

Affiliation Partnership Council (APC) and its subcommittees per VA policy.

b) VA

VA may invite appropriate Academic Affiliate representatives to the VA APC and/or its subcommittees. Invitations will be extended based on the size of the training program, the extent of involvement in the VA and geographic proximity to the VA facility.

7. Learning Environment

a) Academic Affiliate

The Academic Affiliate will communicate to VA its processes for monitoring the learning environment and share the results with VA.

b) VA

VA will ensure that HPT training takes place in an environment that supports trainee psychological, physical, and emotional well-being, and ensures appropriate supervision of HPT activities. The VA site director will monitor HPT workload to ensure that it is distributed appropriately. VA staff will collaborate with the Academic Affiliate to ensure appropriate resources are available for HPTs.

TERMS OF AGREEMENT

The ultimate responsibility for the control and operation of VA facilities and programs rests with VA. Responsibility for academic education rests with the Academic Affiliate. Through this affiliation agreement, collaboration is created with VA to enhance health professions education.

The Academic Affiliate must comply with Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Public Law 104-191, the Age Discrimination Act of 1975, and all related regulations, and assures that they do not, and will not, discriminate or retaliate against any person on the basis of race, color, religion, national origin, gender, sexual orientation, gender identity (including transgender orientation), disability, genetic information, or age under any program or activity receiving federal financial assistance.

Nothing in this agreement is intended to be contrary to federal law. In the event of conflict between terms of this agreement and any applicable federal law, federal law will supersede the terms of this agreement. This Agreement shall not be amended nor may any of its provisions be waived or modified.

Properly-appointed faculty members (except those providing services under a contract with VA) and properly-appointed HPTs of the Academic Affiliate, when providing professional services to Veterans, are protected from personal liability by the Federal Employees Liability Reform and Tort Compensation Act 28 U.S.C.2679 (b)-(d). The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act.

In accordance with the Health Insurance Portability and Accountability Act's (HIPAA) Privacy Rule, P. L. 104-191, VHA is a covered entity. VHA must ensure that all those who access and use its protected health information, including the Academic Affiliate, will both protect the privacy of protected health information (PHI) and secure the same, by complying with all requirements found in the HIPAA Privacy Rule, Security Rule and Breach Notification Rule as found in 45 C.F.R. Parts 160 and 164. In cases where PHI may occasionally need to be disclosed from VA to the Academic Affiliate, this will only be done with the applicable authority under the Privacy Rule as well as other VA privacy statutes.

Each party agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d *et seq.* ("HIPAA"), the Health Information Technology for Economic

and Clinical Health Act ("HITECH Act"), as each may be amended from time to time, and any current and future regulations promulgated thereunder. The Parties agree that the Academic Affiliate does not require access to and will not receive Protected Health Information, as defined in 45 C.F.R. § 160.103, pursuant to this agreement.

TERMINATION OF AFFILIATION AGREEMENT

This affiliation agreement is in force until February 27, 2034 *[insert a date that is no more than ten years in the future.] It is the expectation that both Parties monitor this termination date and, if desirable, seek to renew it in a timely fashion to avoid any lapse in the agreement.* It may be terminated in writing at any time by mutual consent with due consideration of patient care and educational commitments, or by written notice by either party 6 months in advance of the next training experience.

ACADEMIC AFFILIATE SIGNATURES			
Signature of Dean, Provost, Designated Institutional Official or Legal Designee	**Date**	**Signature of Program Director**	**Date**
Print Name/Official Title of Individual		**Print Name/Official Title of Individual**	
Jerry Taylor, Board Chairman		Ted L. Roush, Superintendent of Schools	

VA HEALTHCARE SYSTEM SIGNATURES (E-Signatures Accepted)			
Signature of VA Program/Site Director Receiving Trainees	**Date**	**Signature of Designated Education Officer or Associate Chief of Staff for Education**	**Date**
Print Name/Official Title of Individual		**Print Name/Official Title of Individual**	
		L. Chad Hood, MD, ACOS/Education	
Signature of Medical Center Director	**Date**		
Print Name/Official Title of Individual			
Wende K. Dottor, Exec. Health System Director			

VISN AND OAA SIGNATURES (E-Signatures Accepted) **This signature block required for all Medical and Dental programs, and any Associated Health/Nursing Programs utilizing Disbursement Agreements**			
VISN Director	**Date**	**Chief Academic Affiliations Officer**	**Date**
Print Name/Official Title of Individual		**Print Name/Official Title of Individual**	
N/A		N/A	

INFO ONLY

SCSB 2016-118 (RENEWAL)

ASSOCIATED HEALTH EDUCATION AFFILIATION AGREEMENT BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS (VA) AND AN EDUCATIONAL PROGRAM

Use when trainees are enrolled in an educational program approved by an accrediting body recognized by the U.S. Department of Education or by the Council for Higher Education Accreditation (CHEA)

VISN 8

VA NETWORK

Malcom Randall VA Medical Center, Gainesville, FL

VA MEDICAL CARE FACILITY (including city and state)

Suwannee County School Board for RIVEROAK Technical College, Live Oak, FL

NAME OF EDUCATIONAL INSTITUTION (including city and state)

Pharmacy Technician

PROGRAM/DISCIPLINE AND DEGREE(S)

This agreement, when duly executed and approved by the Department of Veterans Affairs (VA), establishes an affiliation between VA, its Veterans Integrated Service Networks, the listed VA facility or facilities, and the listed educational program for the academic purposes of enhanced patient care, education, and research. VA and the affiliated educational institution have a shared responsibility for the academic enterprise. Ultimate responsibility for the control and operation of VA facilities and programs rests with VA. Ultimate responsibility for academic education rests with the affiliated institution. Additional responsibilities are delineated below.

TERMS OF AGREEMENT

Ultimate responsibility for the control and operation of VA facilities and programs rests with VA. Ultimate responsibility for academic education rests with the participating institutions. Through this agreement, a partnership is created to enable enhanced patient care, education, and research.

The participating institutions and VA comply with Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Public Law 104-91, and the Age Discrimination Act of 1975, and all related regulations, and assures that they do not, and will not, discriminate against any person on the basis of race, color, sex, disability, or age under any program or activity receiving federal financial assistance.

Nothing in this agreement is intended to be contrary to state or federal laws. In the event of conflict between terms of this agreement and any applicable state or federal law, that state or federal law will supersede the terms of this agreement. In the event of conflict between state and federal law, federal law will govern.

Faculty members and trainees of the sponsoring institutions, when at VA health care facilities or on VA assignment at offsite facilities and while furnishing professional services covered by this agreement, will have personal liability protection by the provisions of the Federal Employees Liability Reform and Tort Compensation Act, 28 U.S.C. 2679 (b)-(d).

RESPONSIBILITIES

1. **The affiliated educational institution has the following responsibilities:**

A. Operate, manage, and assume overall educational responsibilities for the educational program and maintain accreditation by an agency that is recognized by the U.S. Department of Education or by the Council for Higher Education Accreditation (CHEA).

B. Enable faculty appointments for VA staff.

C. Select trainees that meet qualifications as agreed upon by the school and VA.

D. Evaluate the trainee's performance and conduct in mutual consultation with VA staff and according to the guidelines outlined in the approved curriculum and accepted standards.

E. Develop educational program letters of agreement for each VA health care facility that provides a trainee with educational experience at VA. These agreements must identify faculty, including VA employees, who will teach, supervise, and evaluate trainee performance; outline educational objectives; specify periods and clinical area of assignments.

2. **VA has the following responsibilities:**

A. Operate and manage the VA facility and maintain accreditation by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and other accrediting entities.

B. Appoint qualified health care professionals, as appropriate, as full-time or part-time staff of the facility, which will provide supervision of trainees and provide veteran patient care.

C. Participate with the affiliated school in the academic programs of education and research, provide an appropriate learning environment, and supply sufficient resources for appropriate conduct of such programs.

D. Establish minimal qualifications for trainees coming to VA for academic programs.

E. Evaluate the trainee's performance and conduct in mutual consultation with the program director and according to the guidelines outlined in the approved curriculum and accepted standards.

F. Orient trainees and faculty to the VA facility and inform them that they are subject to VA rules and regulations while in a VA facility.

G. Dismiss any trainee from VA assignment in accordance with VA Handbook 5021, Part VI, Paragraph 15 or Paragraph 18, whichever paragraph applies.

H. Ensure that all trainees who will be assigned to VA receive appropriate VA appointments.

I. Assure that staff with appropriate credentials will supervise trainees.

J. Encourage faculty appointments at the sponsoring institution for VA staff.

K. Appoint VA staff and appropriate school program faculty to the VA Partnership Council and its subcommittees. School program faculty will be chosen based on the extent of involvement in the VA training program and geographic proximity to the VA facility.

L. Conduct periodic reviews of academic programs and policies according to VA policies.

TERMINATION OF AFFILIATION AGREEMENT

This affiliation agreement is in force until further notice and supersedes any previous affiliation agreement. It may be terminated in writing at any time by mutual consent with due consideration of patient care and educational commitments, or by written notice by either party 6 months in advance of the next training experience.

INFO ONLY

SCSB 2016-118 (RENEWAL)

ASSOCIATED HEALTH SIGNATURE PAGE

Signature of Dean or Equivalent Responsible Official for the Educational Institution or Program

FEB 0 9 2016

Date of Signature

Jerry A. Scarborough

Typed Name of Individual Signing Above

Superintendent of Schools

Typed Title of Individual Signing Above

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"

Signature of Responsible VA Official for Educational Program

3/4/16

Date of Signature

Laura C. Smoot, PharmD

Typed Name of Individual Signing Above

Pharmacy Education Coordinator

Typed Title of Individual Signing Above

Signature of VA Designated Education Official

3/28/16

Date of Signature

L. Chad Hood, MD

Typed Name of Individual Signing Above

Assoc. Chief of Staff - Education, NF/SG VHS

Typed Title of Individual Signing Above

Signature of Director or Equivalent Responsible Official for VA Healthcare Facility

8/22/16

Date of Signature

Thomas Wisnieski, MPA, FACHE

Typed Name of Individual Signing Above

Director, NF/SG VHS

Typed Title of Individual Signing Above

Signature of VISN Director or Designee for Department of Veterans Affairs

8/22/16

Date of Signature

for Miguel H. LaPuz, M.D., MBA

Typed Name of Individual Signing Above

Network Director, VISN 8

Typed Title of Individual Signing Above

ADDENDUM TO ONLINE ENROLLMENT SERVICE AGREEMENT

This Addendum is made and entered into as of **January 3, 2024** by and between **Explain My Benefits, ("EMB")** and **Suwannee County School Board (the "End User")** and is intended to and does hereby amend the Online Enrollment Service Agreement (this "Agreement") executed **March 7, 2023.**

1. The Per Employee Per Month (PEPM) fee will be $3.15 effective as of the month of activation of the 2024-2025 Plan Year Online Enrollment system.
2. Annual Renewal Maintenance Fee – will remain the same at up to $5,000 maximum (Pending scope of services required on the system at renewal)

If any terms or conditions of this Addendum conflicts with any terms or conditions of the Contract, the terms and conditions of this Addendum shall control. Otherwise, the provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

EMB	**End User**
_____	_____
Signature	Signature
_____	Ted L. Roush
Printed Name	Printed Name
Title: _____	Title: Superintendent of Schools
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"

INFO ONLY
(Previously approved by Marsha Brown on 03/07/2023)

ADDENDUM TO ONLINE ENROLLMENT SERVICE AGREEMENT

This Addendum is made and entered into as of **ENTER DATE** by and between **Explain My Benefits, ("EMB")** and **Suwannee County School Board (the "End User")** and is intended to and does hereby amend the Online Enrollment Service Agreement (this "Agreement") executed **February 14, 2020.**

1. The Per Employee Per Month (PEPM) fee will be $2.85 effective as of the month of activation of the 2023-2024 Plan Year Online Enrollment system.
2. Annual Renewal Maintenance Fee – up to $5,000 maximum (Pending scope of services required on the system at renewal)

If any terms or conditions of this Addendum conflicts with any terms or conditions of the Contract, the terms and conditions of this Addendum shall control. Otherwise, the provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

EMB	**End User**
David D Howes	Marsha D. Brown
Signature	Signature
David D. Howes	Marsha D. Brown
Printed Name	Printed Name
Title: President	Title: CFO
Date: 3/7/2023	Date: 3-7-2023

INFO ONLY

SCSB 2018-110 (NEW)

ONLINE ENROLLMENT SERVICE AGREEMENT

This Online Enrollment Service Agreement (this "Agreement") is made and entered into as of the date of execution by both parties by and between **Explain My Benefits, LLC**, a Florida limited liability company ("**EMB**"), and **Suwannee County School Board** ("**End User**"). EMB and End User may be referred to individually as a "**Party**" or collectively as the "**Parties.**"

RECITALS:

WHEREAS, End User is the Plan Sponsor of one or more group employee benefit plans (collectively, the "**Benefit Plans**");

WHEREAS, EMB is in the business of designing, building, operating, licensing and maintaining online employee benefits enrollment and employee benefits administration tools utilizing Auto-Bene™ and eElect™ services and provides employee benefits related consulting services.

WHEREAS, End User, in addition to retaining EMB for Enrollment and Consulting services related to the Benefit Plans, wishes to obtain from EMB access to the use of the Web-Based Applications as hereinafter defined;

AGREEMENTS:

In consideration of the foregoing recitals and the mutual promises set forth herein and for other good and valuable consideration, the Parties agree as follows:

1. WEB BASED SERVICES.

1.1 Subject to the terms and conditions of this Agreement, EMB shall provide End User the services as set forth in the Appendix A attached hereto and made a part hereof (collectively, the "**Services**").

2. SCOPE OF SERVICES.

2.1 During the term of this Agreement, EMB will make the Web Based Services described in Appendix A (collectively, the "**Web-Based Services**") available to the End User through the web-based applications listed in Appendix A (collectively, the "**Web-Based Applications**"). The End User agrees that EMB or its licensors may implement enhancements or modifications to the Web Based Applications from time to time.

2.2 EMB shall cooperate and coordinate with End User to obtain from End User the information necessary to enable the use of the Web-Based Applications by End User and the participants in the Benefit Plan in accordance with this Agreement. End User shall cooperate and coordinate with End User to provide timely, accurate and complete enrollment and related information in an acceptable format so as to enable EMB to provide the Web-Based Services to End User. End User shall be solely responsible for the timeliness and accuracy of the information provided to EMB. End User acknowledges and agrees that its failure to timely provide accurate and complete information may result in lapses of coverage, inaccurate enrollments and other adverse outcomes and that End User shall be solely responsible for any such outcomes.

2.3 The Web Based Services will consist of the following services, all or in part, to the extent set forth in Appendix A of this Agreement.

A. Internet enrollment setup and inquiries or transactions processed through eElect™ software and the Auto-Bene™ database.

B. Report the results of such interactions to End User in a mutually agreeable manner.
C. Integrate with Payroll.
D. Integrate with Insurance Carriers.

The scope of Web Based Services may not be modified without the prior written consent of both Parties.

2.4 End User understands that any and all applications or software used in providing the Web-Based Services (including but not limited to the Web-Based Applications), together with any enhancements or modifications thereto implemented for End User under this Agreement and any underlying intellectual property and proprietary rights (including but not limited to patent rights and copyrights), are the exclusive property of EMB or its licensors. Except as necessary or appropriate to provide the Services to End User under this Agreement, EMB shall not and shall cause its respective employees, agents, representatives and subcontractors, not to disclose nor use the confidential information of End User in any manner (including without limitation, End User's name, logos, trademarks or service marks) without the prior written consent of End User. Information of End User shall not be considered "confidential information" for purposes of the foregoing provision unless either (i) End User conspicuously identifies it as confidential information at the time of transmission to EMB or promptly thereafter, or (ii) the information is of a nature that EMB should, in light of the nature of the information, reasonably understand that it is confidential information (e.g. employee census information, protected health information or the like).

2.5 End User agrees to observe confidentiality with regard to all aspects of EMB products, including, but without limitation: Auto-Bene™/eElect™/DataWizard III™, and will not attempt to download, decompile, disassemble or reverse engineer Auto-Bene™/eElect™/DataWizard III™, or any of its components.

2.6 End User acknowledges this Agreement conveys no title to or ownership of any EMB products, including but without limitation: Auto-Bene™/eElect™/DataWizard III™, its source code, listing(s) and procedure(s) or any part or executable derivative of Auto-Bene™/eElect™/DataWizard III™, all of which are and will remain the sole property of EMB.

2.7 The End User acknowledges that Auto-Bene™/eElect™/DataWizard III™ and any data interfaces developed, are valuable intellectual property containing trade secrets and proprietary information developed by EMB, and End User agrees it will not modify or attempt to modify Auto-Bene™/eElect™/DataWizard III™, in any manner.

3. TERM AND TERMINATION.

3.1 Term. The term of this Agreement shall begin on the date first written above and shall continue for 1 year from the benefit effective date of May 1st 2018. Thereafter, it shall automatically renew for subsequent one-year terms unless either party notifies the other in writing at least sixty (60) days in advance of the expiration of the then current term of its intent not to renew.

3.2 Termination by End User. In the event of a material breach of this Agreement by EMB, End User shall provide written notice to EMB describing in reasonable detail the nature of the breach. If EMB fails to cure such breach within the thirty (30) day period following such written notice, End User may terminate this Agreement upon written notice to EMB.

3.3 Termination by EMB. In the event End User shall be in breach or default of any of the terms, conditions or covenants of this Agreement, including, without limitation, End User's failure to pay when due the Fees set forth in Appendix A, and such breach or default shall continue for a period of ten (10) days after the date of EMB's written notice to End User, then in addition to any other rights or remedies it may have, EMB shall have the immediate right, in its sole discretion, to either (A) temporarily suspend or discontinue providing Web Based Services to End User and suspend End User's access to the Web-Based Applications, in which event this Agreement shall continue in full force and effect until terminated by EMB; or (B) terminate this Agreement. The suspension, discontinuance or termination of Web Based Services and access to the Web-Based Applications by EMB in accordance with this Section 3.3 shall not be deemed to be a breach by EMB of its obligations under this Agreement in the foregoing circumstances, nor shall it relieve End User of its obligations to pay the amounts due hereunder as and when they become due.

3.4 Effect of Termination. Except as otherwise expressly set forth in Appendix A, termination of this Agreement shall not relieve End User of its obligation to pay all Fees that have accrued prior to the date of termination or are otherwise owed by End User under this Agreement, as amended by all Amendments. The Parties' rights and obligations under Sections 4, 5, and 6 shall survive termination of this Agreement. Upon termination EMB shall return the data files containing the End User's census information to End User in either a CSV or Excel format that can be accessed easily by the End User. However, in no event will EMB be required to provide any proprietary information or software to the End User.

4. FEES; PAYMENT TERMS.

4.1 Fees. End User shall pay to EMB the fees in the amounts and in accordance with the payment schedule set forth in each Appendix A for the Services defined in this Agreement and Appendix A (as such fees also may be evidenced by EMB's invoices to End User) (collectively, the "Fees").

4.2 Late Payments. All payments of the Fees made after the due date thereof shall be subject to a monthly finance charge at the rate of one and one-half percent (1.5%) per month or the maximum amount allowed by law, whichever is less, commencing upon the date such payment was due and continuing until the amount due is paid in full. In addition, failure of End User to pay in full any Fees within the time period set forth in Appendix A or any relevant Amendment, shall be deemed a material breach of this Agreement by End User for purposes of Section 3.3. In the event End User fails to pay any amounts due and payable hereunder in full when due and payable, EMB shall be entitled to recover from End User all costs and expenses incurred by EMB in connection with any such collection efforts including, but not limited to, legal costs, attorneys' fees, court costs, and collection agency fees.

5. DISCLAIMER; LIMITATION OF LIABILITY.

5.1 Disclaimer. End User acknowledges and agrees that, except as expressly set forth in Appendix A (i) End User's use of the Services is at its own risk; (ii) the Web Based Services are provided on an "AS IS", "AS AVAILABLE" basis without any warranties of any kind, whether express or implied; (iii) EMB does not warrant that the Services will meet End User's requirements, that the Web Based Services will operate in the combinations which End User may select for use, or that the operation of the Web Based Services will be uninterrupted.

5.2 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR RELATING TO

THIS AGREEMENT OR THE OPERATION OR USE OF THE WEB-BASED SERVICES, WEB-BASED APPLICATIONS AND/OR THE OTHER SERVICES PROVIDED HEREUNDER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, REVENUE OR PROFITS OR LOSS OF DATA OR DIMIUNITION IN VALUE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. End User acknowledges and agrees that the Web-Based Services are dependent upon End User providing timely, accurate and complete enrollment and related information and documentation to EMB. Accordingly, EMB shall have no liability for any untimely, inaccurate or incomplete information provided by End User, its agents or employees or any consequences thereof, including but not limited to lapses in insurance coverage, inaccuracy in enrollment information, and/or failed enrollments. EMB shall have no liability arising out of or relating to this Agreement for any damages arising from the interruption or failure of telecommunications or digital transmission links, Internet slowdowns or failures, accuracy of the data on the End User's systems, performance or non-performance of any third party software, tools or products or their impact on the End User's systems, failure to realize savings or other benefits, damage to equipment, and claims against End User by any third party, even if EMB has been advised of the possibility of such damages; or (ii) claims made as subject of a legal proceeding against EMB more than one (1) year after such cause of action first accrued. Notwithstanding any other provision of the Agreement, EMB's liability under this Agreement whether under contract law, tort law or otherwise shall not be greater than one hundred percent (100%) of the amount actually received by EMB during the immediately preceding twelve (12) months pursuant to the terms of this Agreement in respect of the particular services performed by EMB from which such liability arose.

5.3 Exclusive Remedies. For breach of the warranties, if any, contained in Appendix A, End User's exclusive remedy, and EMB's entire liability, shall be the correction of errors or conditions that cause such breach of the warranty.

6. MISCELLANEOUS

6.1 Authority. Each individual signing this Agreement on behalf of a corporation, limited liability company, partnership or other entity represents that he or she has the necessary authority to execute this Agreement on behalf of such an entity and that all necessary entity action has been taken approving the execution of this Agreement.

6.2 Waiver. The failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement shall not affect any subsequent breach or the right to require performance or to claim a subsequent breach.

6.3 Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent that such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including without limitation the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake or natural disasters, or catastrophes; (c) war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes, blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergencies; or (h) interruptions in or shortages of electrical power or telecommunications equipment. The Impacted Party shall use commercially reasonable efforts to end the failure or delay to mitigate the effects of the Force Majeure Event and shall resume the

performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following the Force Majeure Event, either Party may terminate this Agreement upon ten (10) days prior written notice.

6.3 Governing Law. This Agreement shall be governed in all respects by and construed in accordance with the laws of the State of FL, without regard to principles or conflicts of law.

6.4 Notices. All notices and other communications required hereunder shall be made in writing and shall be deemed to have been duly given and effective: (i) on the date of delivery, if delivered personally; (ii) on the earlier of the fourth (4th) day after mailing or the date of the return receipt acknowledgment, if mailed, postage prepaid, by certified or registered mail, return receipt requested; (iii) on the following day if sent by nationally recognized overnight courier service such as Federal Express; or (iv) on the date of transmission, if sent by facsimile, e-mail or other similar communications equipment; to the respective parties at the following addresses, or at such other addresses as the parties shall designate by written notice to the other:

If to EMB: Address: Explain My Benefits, LLC
2461 W State Route 426 , STE 2021
Oviedo, FL 32765
Attention: David Howes
Telephone: 321-296-8060 ext. 130
Email: David@explainmybenefits.com
Fax: 866-212-2847

If to End User: Address: Suwannee County School Board
1729 Walker Avenue, SW, Suite 200
Live Oak, Florida 32064
Attention: Ted L. Roush
Telephone: 386-647-4600
Email: ted.roush@suwannee.k12.fl.us

6.5 Validity. If any part of this Agreement is found to be invalid or unenforceable, then that part of this Agreement shall not affect the validity or enforceability of the remainder of this Agreement in any way unless the invalidity significantly affects the ability of either party to perform as contemplated under this Agreement.

6.6 Assignment. This Agreement shall be binding upon and shall inure to the benefit of EMB and End User and their respective successors and permitted assigns. EMB may assign this Agreement to any successor to all or substantially all of its assets, whether by asset purchase, equity purchase, merger, corporate reorganization or similar transaction, provided that the assignee agrees in writing to assume the obligations of EMB hereunder. Except as provided in the immediately preceding sentence, this Agreement may not be assigned by a Party without the other Party's prior written consent.

6.7 Entire Agreement. This Agreement and Appendix A comprise the entire agreement between the parties with respect to the subject matter hereof and may not be modified or amended except

by written instrument signed by authorized representatives of the parties. In the event of a conflict between the terms of this Agreement and the terms of Appendix A, the terms of the Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

EMB

Signature

David D Hawes
Printed Name

Title: President

Date: 4/6/18

End User

Signature

Ted L. Roush
Printed Name

Title: Superintendent of Schools

Date: MAR 2 7 2018

Signature

Jerry Taylor
Printed Name

Title: Board Chairman

Date: MAR 2 7 2018

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

Appendix A

Online Enrollment Service Agreement

Date: 4/6/18

SERVICES TO BE PROVIDED

Design Customized Online Enrollment Site

Based upon information provided by End User, EMB will develop a customized Benefit Communication site and an Online Enrollment Website for End User's employees to make their elections during Open Enrollment, beginning in **March/April 2018** for benefits to become effective on **May 1st 2018**. After such time, the site shall function as a life event change module for employees to change their elections, administration to terminate employees and new hires to enroll in benefits.

Import Existing Employee Information

EMB will develop an import process, based on a mutually agreeable file format, to move data into the Online Enrollment system so that employees may make their elections online. After the conclusion of the Open Enrollment, the system will continue to accept additional new hire information in the same or substantially the same format so that employees hired after the Open Enrollment will be able to use the system to elect their benefits.

Information to be included in initial import (complete breakdown to be reviewed)

- Basic Employee Information (name, SSN, hire date, salary, DOB, gender)
- Employee Elections – for health, dental, life, LTD, supplemental insurance, FSA etc.
- Address Information
- Dependent Information

To the Extent Possible, Create Data Feed Format(s) Suitable for Sending Files To Client's System(s), Payroll System(s) and Insurance/Benefit Provider(s)

EMB will work with End User to design a suitable import file specification for any internal systems such as HRIS or Payroll. The file(s) will be made available at the end of the Open Enrollment, and subsequent files will be made available on a weekly basis in time for payroll to be processed as needed. The file will contain current election information for employees and their dependents that have enrolled since the previous weekly file process.

Provide Access to Auto-Bene™ and eElect™ Web Sites for End User, Client and Employees

EMB will work with End User and Client and train them on the system – specifically the AutoBene™ Administration functions - to monitor employee elections, and make approvals to enrollments, download periodic updates to import into HRIS/Payroll system, and upload new hire employee information.

INFO ONLY

SCSB 2018-110 (NEW)

Below are the included fees under this Agreement for Web Based Services

Fees
Setup/Configuration Fees – offset by offering of worksite VB
Data Feed Fees – offset by offering of worksite VB
Per Employee Per Month Fee – $2.25 PEPM (Due Quarterly – starts on 1st of the Enrollment month) –
Annual Renewal Maintenance Fee – up to $3,000 (Pending scope of services of system changes at Re-enrollment 2018 and beyond)

- Full positive enrollment where all employees make active benefit decisions on EMB Enroll. This will be accomplished through a combination of self-service, face to face and call center enrollment with professional EMB Benefit Counselors to be coordinated with the End User
- Fees are based on offering of 2 or more worksite Voluntary Benefits. These VB products will be marketed and researched thru Gallagher Benefit Services and EMB to be selected by End User
- The reduced fees listed above will be offset by insurance carrier contributions and Gallagher Benefit Services in order that EMB services are cost neutral to Suwannee County Schools.

The foregoing Fees shall be nonrefundable; provided, however, that upon termination for material breach by EMB in accordance with this Agreement, the Per Employee Per Month Fees shall be prorated through the last day of the month during which such termination occurs, with EMB retaining (or End User paying concurrently with such termination, as applicable) the Per Employee Per Month Fees through the end of such month and the excess of the Per Employee Per Month Fees actually paid over such prorated amount shall be refunded to End User (or shall not be payable to the extent such amounts were not prepaid prior to such termination).

INFO ONLY

SCSB 2018-110 (NEW)

IN WITNESS WHEREOF, the Parties hereto have executed this Online Enrollment Work Order as of the day and year first above written.

EMB

Signature

David D Hawes
Printed Name

Title:

Date: 9/6/18

End User

Signature

Ted L. Roush
Printed Name

Title: Superintendent of Schools

Date: MAR 2 7 2018

Signature

Jerry Taylor
Printed Name

Title: Board Chairman

Date: MAR 2 7 2018

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

Express Scripts' Rebate Reconciliation Methodology

Express Scripts is requesting your plan's acceptance of our new rebate reconciliation methodology. Please read the contract amendment below, fill out the required information and click Submit. After submitting your consent, you will receive a follow-up email with a copy of the contract amendment language.

Your organization (named below) and Express Scripts, Inc. ("ESI") are parties to a pharmacy benefit management agreement ("PBM Agreement"), which they agree to amend, effective January 1, 2024, as follows:

- As part of the annual Rebate (or the equivalent) reconciliation, the quarterly share payments will be reconciled against the aggregate Rebate (or the equivalent) guarantee amounts reduced by the aggregate difference between the Anchor Date Rebate (defined herein) plus an Inflationary Factor (defined herein), and the New Rebate (defined herein), for the drugs impacted by the American Rescue Plan Act of 2021, for the remainder of the term of the PBM Agreement.
- "Inflationary Factor" is defined as the average year-over-year price increase of the applicable category for the impacted drug.
- "Anchor Date Rebate" is defined as the Rebate (or the equivalent) for an impacted drug within the 30-day period preceding the change in price of such drug.
- "New Rebate" is defined as the Rebate (or the equivalent) for an impacted drug within the 30-day period following the change in price of such drug.
- Notwithstanding anything to the contrary in the foregoing, your organization may seek a Rebate (or the equivalent) guarantee adjustment as part of a market check or other contractual pricing refresh.
- Any capitalized term not otherwise defined herein shall have the meaning set forth in the PBM Agreement.
- Except as expressly provided herein, the terms and conditions of the PBM Agreement shall remain in full force and effect, including any audit and reporting rights. In the event of a conflict between this amendment and the PBM Agreement, the terms of this amendment shall prevail.

Signed:

I ACKNOWLEDGE THAT I HAVE THE AUTHORITY TO ACCEPT, AND AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN. * ☐	
First Name: * First Name	Last Name: * Last Name
Email Address:	* Email Address
Organization Name:	* Organization Name
Carrier Code:	* 4 digit code at the bottom of the email
ORG ID:	* 5 digit code at the bottom of the email
Date:	* Date

EXPRESS SCRIPTS, INC.
By:
Printed Name: Keith Urich
Title: VP / GM Market Coalitions
Date: August 7, 2023

SUWANNEE COUNTY SCHOOL BOARD

_____

Jerry Taylor, Board Chairman

_____

Ted L. Roush, Superintendent of Schools

_____

Date

SCSB 2024-69 (NEW)

EXHIBIT F-2

CLARITYRX CLIENT AGREEMENT

CLIENT NAME: Suwannee County School Board

CLIENT TAX ID NUMBER: 59-6000872

SPONSOR NAME: ClarityRx

EFFECTIVE DATE: May 1, 2023

INITIAL TERM OF CLIENT AGREEMENT: 3 YEARS

ESI and Sponsor have entered into a PBM Agreement dated July 1, 2021, which may be amended or replaced from time to time ("PBM Agreement"). The PBM Agreement sets forth certain terms and conditions associated with ESI's, either directly or through its subsidiaries or affiliates, provision of PBM Services (which, under this Client Agreement shall be exclusive for all of Client's self-funded welfare benefit plans that offer a prescription benefit, including, but not limited to, pharmacy network contracting; pharmacy claims processing; mail and specialty drug pharmacy; cost containment, clinical, safety, adherence and other like programs; and formulary administration. The PBM Agreement is incorporated herein for all purposes. To the extent not defined herein, capitalized terms shall have the meaning ascribed to them in the PBM Agreement. By executing this Client Agreement, Client is entering into and joining the PBM Agreement, a copy of which has been furnished to Sponsor and will be made available to Sponsor at any time by request, as a party to the PBM Agreement and agrees to be bound by the PBM Agreement and will be responsible for paying all fees and costs, specified thereunder. ESI will pay all Rebates and other amounts as required under the PBM Agreement to Sponsor.

1. Commencement of Services. Client agrees that the PBM Services should be provided in accordance with the PBM Agreement, this Client Agreement, and the specific benefit design reflected on the ESI Set-Up Forms adopted by Client or Sponsor on behalf of Client. If Client already has on file with ESI any Set-Up Forms or similar set-up documentation as of the date Client executes this Client Agreement, Client adopts and directs ESI to use such Set-Up Forms until ESI is otherwise directed in writing by Client.

2. BILLING AND PAYMENT.

   a. Billing. ESI invoices Sponsor, Sponsor then invoices client. Client is responsible to pay Sponsor in 2 days and Sponsor is responsible to pay ESI within 5 days.

   b. Payment. Sponsor will pay ESI by wire, ACH transfer or pre-authorized debit on a bi-weekly basis within five (5) business days for Claims Reimbursements, and monthly within five (5) business days for Administrative Fees from the date of Sponsor's receipt of each ESI invoice. Sponsor will be responsible for all costs of collection, and agrees to reimburse ESI for such costs and expenses, including reasonable attorneys' fees. All amounts not paid by the due date thereof will bear interest at the rate of 1.5% per month or, if lower, the highest interest rate permitted by law. ESI may apply amounts otherwise owed to Sponsor against any unpaid Fees.

   c. Service Fee. Sponsor shall issue Client an invoice for all other services two (2) times per month including a fee for ARMSRx at the rate of $0.00 per paid prescription.

3. PHARMACY MANAGEMENT FUND ("PMF")

   In addition to any fees payable to Sponsor, ESI has agreed to provide Sponsor up to $10.00 per Member implemented as of the Effective Date for three year terms and $5.00 per Member implemented as of the effective date for one year terms ("PMF") in connection with the expenses incurred by Sponsor relating to transitioning Client to ESI and/or providing pharmacy programs and services to Client. Sponsor has represented that any such expenses are properly the expenses of the Sponsor and not the Client, and Client hereby consents to reimbursement of Sponsor under the PMF.

4. THIRD PARTY ADMINISTRATION FEE. Client hereby directs and authorizes ESI to facilitate the payment of a monthly administration fee of $2.55 per prescription drug claim to ClarityRx ("Sponsor") on behalf of Client for the administration and related services Sponsor provides to Client. This fee will not be billed to Client.

   1. ESI agrees to facilitate the administrative fee subject to the following:

a. Client has executed this Client Participating Agreement, and Client is current in its payment obligations to ESI. Sponsor understands that Client may direct ESI to cease paying administrative fees, and Sponsor shall hold ESI harmless with respect to any dispute between Client and Sponsor regarding the administrative fees if ESI has paid such administrative fees in accordance with the terms above.

c. Client hereby confirms that the administrative fees are fair and reasonable, commensurate with other standard administrative fees in the industry and not in violation of any law or regulation. ESI will not pay per prescription administrative fees on Medicare subsidy utilization.

5. Use of Records; HIPAA and Business Associate Agreement Terms. Subject to applicable law, ESI may communicate with Members regarding benefit design cost savings, availability, use of the Mail Service and ESI Specialty Pharmacies, and related items as necessary to conduct applicable clinical and/or trend programs. ESI or its affiliates may use and disclose both during and after the term of this Agreement the anonymized claims data (de-identified in accordance with HIPAA) including drug and related medical data collected by ESI or provided to ESI by Client or TPA for research; provider profiling; benchmarking; drug trend; and cost and other internal analyses and comparisons; clinical, safety and/or trend programs; ASES; or other business purposes of ESI or its affiliates, in all cases subject to applicable law. ESI agrees to comply with the business associate provisions of HIPAA, and the Business Associate Agreement posted at www.express-scripts.com, the terms and conditions of which are incorporated herein by reference. Notwithstanding the foregoing, the parties acknowledge that in providing services to Members, ESI Specialty Pharmacy and the Mail Service Pharmacy are acting as separate health care provider covered entities under HIPAA and not as business associates to the Plan covered by the Business Associate Agreement. In providing services, ESI Specialty Pharmacy and the Mail Services Pharmacy shall abide by all HIPAA requirements applicable to covered entities and shall safeguard, use and disclose Member PHI accordingly.

6. Disclosure of Certain Financial Matters. In addition to the fees paid to ESI by Client, ESI and ESI's wholly-owned subsidiaries or affiliates derive revenue in one or more of the ways as further described in the Financial Disclosure to ESI PBM Clients set forth in the PBM Agreement as Exhibit D of the PBM Agreement ("Financial Disclosure"), as updated by ESI from time to time. The revenues described in the Financial Disclosure are not direct or indirect compensation to ESI from Client for services rendered to Client or the Plan under this Agreement. In negotiating any of the fees and revenues described in the Financial Disclosure or in this Agreement, ESI and ESI's wholly-owned subsidiaries and affiliates act on their own behalf, and not for the benefit of or as agents for Client, Members or the Plan. ESI and ESI's wholly-owned subsidiaries and affiliates retain all proprietary rights and beneficial interest in such fees and revenues described in the Financial Disclosure and, accordingly, Client acknowledges that neither it, any Member, nor the Plan, has a right to receive, or possesses any beneficial interest in, any such fees or revenues; provided, that ESI will pay Client amounts equal to the amounts expressly set forth on Exhibit A of the PBM Agreement.

7. Term/Termination. The initial term of this Client Agreement shall commence on the Effective Date and will continue for the duration of the initial term as specified on the first page of this Client Agreement (the "Initial Term"). Thereafter, this Client Agreement will automatically renew for successive one (1) year renewal terms unless either ESI or Client gives notice to the other of its intention not to renew this Client Agreement at least thirty (30) days prior to the end of the then current term of this Client Agreement, with such termination of this Client Agreement upon notice effective the last day of such then current term.

8. This Agreement will be construed and governed in all respects according to the laws in the State of Florida, without regard to the rules of conflict of laws thereof. Venue for any action instituted pursuant to this Agreement shall lie in a court of competent jurisdiction in Suwannee County, Florida or the Middle District of Florida, Jacksonville Division.

9. Notice. Any notice or document required or permitted to be delivered pursuant to this Client Agreement must be in writing and properly addressed to the other party at the address set forth below, or at such other address as such party will specify from time to time by written notice delivered in accordance herewith:

Express Scripts, Inc.
Attn: Senior Vice President of Account Management
One Express Way
St. Louis, Missouri 63121
With copy to: Legal Department

Suwannee County School Board
Attn: Marsha Brown, CFO

THE UNDERSIGNED AGREE THAT THIS CLIENT AGREEMENT ACCURATELY DESCRIBES THE PRESCRIPTION DRUG PROGRAM TO BE PROVIDED

INFO ONLY

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TO CLIENT. CLIENT FURTHER EXPRESSLY AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THIS CLIENT AGREEMENT AND THE PBM AGREEMENT. CLIENT WARRANTS THAT IT HAS EITHER REVIEWED OR BEEN PROVIDED THE OPPORTUNITY TO REVIEW THE PBM AGREEMENT. ESI AND SPONSOR WILL PROVIDE CLIENT WITH A FULL COPY OF THE PBM AGREEMENT UPON REQUEST.

EXPRESS SCRIPTS, INC.

DocuSigned by:
By: Robert Vitolo
68408E5D081C48F...

Robert Vitolo
Printed Name:

Managing Director, Market Coalitions
Title:

11/20/2023 | 11:28 AM EST
Date:

Suwannee County School Board

By:

Ted L. Roush
Printed Name:

Superintendent of Schools
Title:

NOV 14 2023
Date:

IMPLEMENTATION OF THE PRESCRIPTION DRUG PROGRAM DETAILED HEREIN INCLUDING PAYMENT OF REBATES, IF ANY, SHALL NOT BE INITIATED UNTIL THIS CLIENT AGREEMENT IS EXECUTED BY CLIENT AND ESI.

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"

4134106.v2

SCSB 2024-69 (NEW)

EXHIBIT B

JOINDER TO MASTER PROGRAM AGREEMENT

THIS JOINDER AGREEMENT is made and entered as of this 1st day of February, 2024 ("Effective Date"), by and among Express Scripts, Inc. ("ESI"), a Delaware corporation with offices at One Express Way, St. Louis, MO 63121, Save On SP, LLC ("Vendor"), and Suwannee County School Board ("ESI Client").

WHEREAS, ESI and Vendor are parties to that certain Master Program Agreement, effective November 13, 2017, and amended from time to time ("Agreement"); and

WHEREAS, ESI and Vendor are willing to allow ESI Client to become a party to the Agreement in order that ESI Client may avail itself of Vendor's services under the Agreement.

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Agreement to be Bound. ESI Client shall become a party to the Agreement as of the Effective Date and shall be fully bound by, and subject to, all of the applicable covenants, terms and conditions of the Agreement as a party. For the avoidance of doubt, ESI is providing ESI Client's enrolled members' claims data to Vendor on a periodic basis to facilitate Vendor's provision of the Services (as defined in the Agreement). ESI is providing members' claims data in accordance with HIPAA including, but not limited to, the minimum necessary standards. ESI is neither responsible, nor liable, for Vendor's use, disclosure and protection of ESI Client's enrolled members' claims data. ESI Client has entered into business associate agreements, as required under HIPAA, with both ESI and Vendor.

   ESI Client acknowledges and agrees that Vendor is not a legal advisor and does not render any legal counseling or advice on the SaveOn Program. Vendor is not responsible for ensuring that ESI Client or such client's employee benefit plans independent from or in conjunction with the SaveOn Program comply with any applicable law including, but not limited to, laws, regulations, rules, ordinances and/or other guidance related to HSA-eligible high deductible health plans (including but not limited to Code Section 223). ESI Client acknowledges that it has or will consult with its own legal counsel regarding the operation, administration, and establishment of its employee benefit plans and the appropriateness of the SaveOn Program. ESI Client is solely responsible for determining whether to implement the SaveOn Program for its HSA-eligible high deductible health plan and addressing any compliance issues related to such implementation.

2. Implementation of SaveOn Program. Vendor shall obtain the historical co-pay credit information from ESI for ESI Client and communicate to ESI and ESI Client prior to implementation for invoicing purposes (refer to Agreement Section 3.1.1 "historical copay credit"). If such historical co-pay information is not available, ESI and/or ESI Client shall provide to Vendor plan design documentation and communication prior to implementation.

   Vendor shall work with ESI and ESI Client to develop the SaveOn Program drug list for ESI Client and communicate to ESI and ESI Client prior to implementation.

   Vendor shall provide the additional SaveOn Program Services to ESI Client as set forth in Attachment 1 to this Exhibit B.

3. Successors and Assigns. This Joinder Agreement shall bind and inure to the benefit of and be enforceable by the parties, and their respective successors and assigns.

4. Counterparts. This Joinder Agreement may be executed in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same document.

5. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the Laws of the State of New York.

6. Headings. The headings of this Joinder Agreement are inserted for convenience only and shall not affect the interpretation of this Joinder Agreement.

The remainder of this page intentionally left blank. Signature page follows.

INFO ONLY

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

Express Scripts, Inc.:

By: Robert Vitolo
Print: Robert Vitolo
Title: Managing Director, Market Coalitions
Date: 11/20/2023 | 11:27 AM EST

Save On SP, LLC:

By:
Print: Jody L. Miller
Title: President
Date: 11/20/2023

ESI Client Suwannee County School Board

By:
Print: Ted E. Roush
Title: Superintendent of Schools
Date:

Approved as to Form and Sufficiency
By:
Leonard J. Dietzen, II
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney

DocuSign Envelope ID: F4AF9464-BB4C-41E6-9D69-D8DF33B97F56

ATTACHMENT I TO EXHIBIT B

Additional SaveOn Program Services

Existing Participants in the Plan

- Identify participants eligible for SaveOn Program and her manufacturers' patient assistance programs
- Outreach to educate participants
- Enrollment of eligible participants into SaveOn Program
- Notification to pharmacy of secondary bill tag number
- Monitoring of SaveOn Program and enrolling participants for continuous eligibility

New Participants in the Plan

- Receipt of call from pharmacy regarding eligible specialty drugs
- Education of pharmacy on SaveOn Program process
- Outreach to educate participant
- Enrollment of participant into SaveOn Program and determination of participant eligibility for Program
- Notification to pharmacy of secondary billing number
- Monitoring of SaveOn Program and enrolling participants for continuous eligibility

Changes to the SaveOn Program

- Notification to client of any SaveOn Program changes or terminations
- Vendor may from time to time amend the list of specialty drugs to be included in the SaveOn Program. Such amendments may be made on a semi-annual basis, posted to a URL and a letter will be sent to ESI Client outlining changes)

SUWANNEE COUNTY SCHOOL DISTRICT

JERRY TAYLOR
DISTRICT 1
NORMAN CRAWFORD
DISTRICT 2
TIM ALCORN
DISTRICT 3

ED DA SILVA
DISTRICT 4
RONALD WHITE
DISTRICT 5
LEONARD DIETZEN, III
BOARD ATTORNEY

1740 Ohio Avenue, South
Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635

TED L. ROUSH
Superintendent of Schools

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools

FROM: William Brothers, Director of Human Resources

DATE: February 12, 2024

RE: Human Resources Transactions for February 27, 2024
Regular Meeting

RECOMMENDATION:

Pursuant to Section 1012.27 (1A) (1B), *Florida Statutes*, the Superintendent hereby submits the following written personnel recommendations.

SUWANNEE COUNTY SCHOOL BOARD
Human Resources Transactions
February 27, 2024

TO: District School Board of Suwannee County

FROM: _____
Ted L. Roush, Superintendent of Schools

Pursuant to Section 1012.27 (1A) (1B), Florida Statutes, I hereby submit the following written personnel recommendations.

RECOMMENDATIONS FOR THE 2023-2024 SCHOOL YEAR:

RETIREMENTS: INSTRUCTIONAL:

Students Services:
Patricia Brantley, Staffing Specialist, effective October 2, 2024

Suwannee Pineview Elementary:
Kathryn Terry, Teacher, effective May 31, 2024

RECOMMENDATIONS: INSTRUCTIONAL:

District Wide:
Brandy Herriman, Mental Health Counselor, effective January 12, 2024
REPLACES: Bridget Mclaughlin

Suwannee High School:
Ana Rosario, Teacher, effective February 12, 2024
REPLACES: Cletia McCullers

RESIGNATIONS: INSTRUCTIONAL:

Branford High School:
Nichole Baez, Teacher, effective February 9, 2024

Lindsey Jones, Teacher, effective January 31, 2024

Suwannee Riverside Elementary:
Hannah Wynn, Teacher, effective January 31, 2024

Suwannee Springcrest Elementary:
Stacey Smith, Teacher, effective February 22, 2024

TRANSFER/REASSIGNMENT:

NAME:	FROM: SITE/POSITION	TO: SITE/POSITION	REPLACES	EFFECTIVE
Kalie Hingson	Suwannee Riverside Elem. Lead CDA Paraprofessional	Suwannee Riverside Elem. Teacher (Long Term Substitute, Temporary)	Hannah Wynn	February 6, 2024

LEAVE OF ABSENCE: (FAMILY MEDICAL LEAVE):

McKenzie Dalton, Teacher, effective March 25, 2024 through May 31, 2024
(With the option to return sooner if released by her doctor)

RETIREMENTS: NON-INSTRUCTIONAL:

Transportation:
Alma Brown, Bus Driver, effective June 30, 2024
Chinneta Butler, Bus Driver, effective May 30, 2024

PART-TIME/HOURLY:

RIVEROAK Technical College:
Susan Land — Canning and Food Preservation

Suwannee Opportunity School:
Casharo Thomas — Reading Tutor

RECOMMENDATIONS: NON-INSTRUCTIONAL:

District Wide:
Briana Zonnevylle, Homeless Advocate (Temporary), effective January 5, 2024
REPLACES: New Position

Finance and Administration:
Katie Greene, Employee Benefits Specialist, effective February 1, 2024
REPLACES: Teresa Jones

Suwannee High School:
Stacay Hawkins, Paraprofessional, effective February 13, 2024
REPLACES: Kelly McManaway

Summer Murrah, Paraprofessional, effective January 16, 2024
REPLACES: Jenna Hunter

Suwannee Springcrest Elementary:
Catrina Molloy, Paraprofessional, effective February 5, 2024
REPLACES: Melinda Soto
Transportation:
Shawn Wanstead, Mechanic, effective February 14, 2024
REPLACES: Tyrone Ansley

RESIGNATIONS: NON-INSTRUCTIONAL:

Food Service:
Sierra Bozeman, 3 Hour Food Service, effective January 30, 2024

Suwannee High School:
Alexis Burgos, Custodian, effective February 2, 2024

Suwannee Middle School:
Brittany O'Neal, Custodian, effective January 31, 2024

Suwannee Riverside Elementary:
Julia Gay, Paraprofessional, effective February 8, 2024

Ashley Wright, Paraprofessional, effective February 9, 2024

LEAVE OF ABSENCE: (FAMILY MEDICAL):

Suwannee Riverside Elementary:
Ronna Williams, Paraprofessional, effective January 5, 2024 through April 5, 2024
(With the option to return sooner if released by her doctor)

TRANSFERS/REASSIGNMENTS:

NAME:	FROM: SITE/POSITION	TO: SITE/POSITION	REPLACES	EFFECTIVE
Carla Blalock	Suwannee High School Administrative Secretary	Food Service Administrative Secretary	New Position	January 29, 2024
Sierra Bozeman	Suwannee High School 3 Hour Worker	Suwannee Middle School 3 Hour Worker	Tiffany Dunn	January 29, 2024
Tiffany Dunn	Suwannee Middle School 3 Hour Worker	Suwannee High School 3 Hour Worker	Sierra Bozeman	January 29, 2024
Mercedes Faircloth	Suwannee Riverside Elem. Paraprofessional	Suwannee Riverside Elem. Lead CDA Paraprofessional (Temporary)	Kalie Hingson	February 2, 2024
Robin Krause	Suwannee High School 3 Hour Worker	Branford High School 3 Hour Worker	Tracy Felty-Janosh	December 11, 2023
Robin Krause	Branford High School 3 Hour Worker	Suwannee Middle School 3 Hour Worker	Sierra Bozeman	February 12, 2024

SUPPLEMENTARY:

Employee Name	Position	Location
Carlos Diaz	Esports Coach	Branford High School
James Garland	Girls' Assistant Softball Coach	Suwannee High School
Marisley Leal	Girls' Flag Football	Suwannee High School
Brooklyn Ross	Girls' Assistant Softball Coach	Suwannee Middle School

MISCELLANEOUS:

Approval for the following to work in the After-School Reading Camp:

Branford Elementary School:
Tiffany Cochran

Suwannee Riverside Elementary:
Jennifer Turner

Suwannee Pineview Elementary:
Livesay Kinsey
Jennifer Smith

Suwannee Springcrest Elementary:
Emily Murphy

Approval for Jennifer Turner to work as a Paraprofessional in the 21st Century After School Program

Approval for the following to work as an Evening Reading Tutor at Branford Elementary School:

Tiffany Cochran

Stephanie Knighton

Approval for the following to work in the Pre-K Extended Day:

Branford Elementary School:
Amy Skillman

Suwannee Pineview Elementary
Erika Hodge

VOLUNTEERS:

BES/BHS	Christine Amato	Field Trips
BES/BHS	Michael Amato	Field Trips
SSE	Monica Baker	Classroom
BES	Lisa Ballard	Classroom, Field Trips
BES	James Ballentine	Field Trips
BES	Jeannette Banning	Reading Pals
SSE	Walter Bell	Classroom, Field Trips
BES	Shayla Blunt	Classroom, Field Trips
BES	Kirsten Boston	Field Trips
BHS	Karen Braun	Classroom, Field Trips, Clubs
BES/BHS	Lauren Byrd	APT Advisory, Classroom, Field Trips, Clubs
BHS	Amanda Clark	Classroom, Field Trips, Clubs
BHS	Erin Clary	Classroom, Field Trips, Clubs
BHS	Amanda Colon	Dance
BHS	Jason Colon	Dance
BES/BHS	Breanna Copeland	Classroom, Field Trips. Clubs
BES/BHS	Erin Davis	Classroom, Field Trips
BES	Sharon Lynn Evans	Classroom, Field Trips
BHS	Olivia Henderson	Classroom, Field Trips, Clubs
BES/BHS	David Hernandez	Classroom, Field Trips, Clubs
BES/BHS	Guadalupe Hernandez	APT/Advisory, Classroom, Field Trips, Clubs
BES	Sandra Jones	Field Trips
BES	Hannah Knighton	Field Trips
BES	Kaitlynne Law	Classroom, Field Trips
BES	Marshall Mead	Field Trips

BES/BHS	Rebekah Mercer	Field Trips, Clubs
BES/BHS	Konstantinos Nahabetian	Classroom, Field Trips
BHS	Michael Nettles	Field Trips, Coach
BES/BHS	Pamela Nettles	Classroom, Field Trips. Clubs
BES	Shannon Osgood	Field Trips, Clubs
SSE	Brianna Schwing	Classroom
SMS	Billy Sharp	Classroom, Field Trips, Clubs, Ag
BES	Lori Smith	Field Trips
BES	Kimberley Taylor	Classroom, Clubs
SSE	Cheyenne Warner	Classroom, Field Trips
BES	April White	Field Trips

End of List
2023-2024
School Year

FIRST AMENDMENT TO AGREEMENT BETWEEN
Suwannee County School Board through RIVEROAK Technical College and HCA Florida North Florida Hospital

This First Amendment to School Affiliation Agreement between School and Hospital ("Amendment") is dated effective as of the later of the date fully executed by both parties ("Effective Date"), and is entered into by and between Suwannee County School Board through RIVEROAK Technical College, ("School"), and North Florida Regional Medical Center Inc., d/b/a HCA Florida North Florida Hospital ("Hospital").

School and Hospital entered into that certain Agreement between School and Hospital dated effective March 22, 2022 (the "Agreement"). The School and Hospital ("Parties") desire to amend and add the following provisions to, and is made a part of the Agreement, for the provision of learning opportunities for students.

1. In the first WHEREAS clause, "Surgical Technology" shall be replaced with "Surgical Technology and Practical Nursing."

2. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.

3. This Amendment embodies the entire agreement between School and Hospital with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.

4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect and are hereby ratified and affirmed.

IN WITNESS WHEREOF, School and Hospital have executed and delivered this Amendment effective as of the Effective Date.

SCHOOL

By: Jerry Taylor
Title: Board Chairman
Date:

By: Ted L. Roush
Title: Superintendent of Schools
Date:

HOSPITAL

By:
Title:
Date:

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

SCSB 2022-110 (NEW)

SCHOOL AFFILIATION AGREEMENT

THIS SCHOOL AFFILIATION AGREEMENT (this "Agreement") is made as of March 22, 2022 (the "Effective Date") by and between Suwannee County School Board thru RIVEROAK Technical College ("School") and North Florida Regional Medical Center Inc., d/b/a HCA Florida North Florida Hospital ("Hospital"). School and Hospital may be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, School is a public institution governed by the Florida Board of Governors that enrolls students in an accredited degree program in the field of Surgical Technology and Practical Nursing (the "Degree Program");

WHEREAS, Hospital operates a comprehensive acute-care medical-surgical hospital located at 6500 W Newberry Road, Gainesville, FL 32605 and 922 E Call St., Starke, FL 32091 (the "Facility");

WHEREAS, School desires to provide up to 3 students per year enrolled in the Degree Program a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

WHEREAS, Hospital will make the Facility available to School for such clinical learning experience, subject to the terms and conditions of this Agreement.

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

1. RESPONSIBILITIES OF SCHOOL.

(a) Clinical Program. School will develop, implement and operate the clinical learning experience component of the Degree Program at the Facility in a form and format acceptable to Hospital ("Clinical Program"). School may modify the Clinical Program from time to time with Hospital's permission and will promptly incorporate reasonable changes to the Clinical Program requested by Hospital from time to time. With respect to the Clinical Program, School will:

(i) ensure the adequacy of Degree Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Degree Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a "Participating Student");

(ii) advise each Program Participant (defined below) to attend training and orientation with respect to applicable Hospital policies and procedures prior to the commencement of each Clinical Program rotation during the Term (each a "Rotation");

(iii) provide training for Hospital's representatives who will support the Clinical Program regarding Clinical Program features and expectations, and Participating Student evaluations, as requested by Hospital from time to time;

(iv) identify to Hospital each Program Participant who will participate in a Rotation as soon as that information is reasonably available to School;

(v) require Program Participants to comply with applicable laws and Hospital policies and procedures when onsite at the Facility;

(vi) require Program Participants to treat Hospital patients, staff and Clinical Program supervisors with courtesy and respect and do not disrupt Facility operations or the provision of health care services for Hospital's patients;

(vii) timely prepare and update with input from Hospital rotation schedules for each Participating Student throughout each Rotation and coordinate the same with Hospital;

(viii) require Participating Students to arrive early for each scheduled Rotation, except when a Participating Student is ill or attending to a personal emergency;

(ix) provide continuing oral and written communication with Hospital regarding Participating Student Clinical Program performance and evaluation and other pertinent information;

(x) participate and ensure that Program Participants participate in Hospital's Quality Assurance and related programs;

(xi) participate and require Program Participants to participate in Hospital training as determined necessary by Hospital from time to time; and

(xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Hospital from time to time.

(b) Responsibility.

(i) School will retain ultimate responsibility for the appointment of faculty from the Degree Program to support the Clinical Program.

(ii) School will retain sole responsibility for offering and administering the Degree Program, including, but not limited to, budgetary considerations, faculty appointments, admissions, financial aid, academic instruction, curriculum content, pedagogy, and the requirements of matriculation, grading, and graduation.

(iii) Without limiting the foregoing, all Participating Students, Degree Program faculty and other School representatives onsite at the Facility (collectively "Program Participants") shall be accountable to the Hospital's Administrator while onsite at the Facility.

(iv) School will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, School's Program Representative will follow-up with Hospital's Program Representative to address unresolved issues.

(v) School will obtain prior signed and dated written consent that complies with 34 C.F.R. 99.30 from each Participating Student (or the parent of the student, if the student is not deemed an "eligible student" under 34 C.F.R. 99.30) before disclosing personally identifiable information from the student's education records to Hospital to the extent that access to such information is required by Hospital to carry out the Clinical Program.

(c) Supervision of Students. When Participating Students are supervised in their study at Hospital by professionals who are not employed by Hospital, School shall provide to Hospital an agreement between School and such appropriately-licensed supervising professionals that meets the satisfaction of Hospital prior to Participating Students beginning a rotation at Hospital.

(d) Compliance with Program Requirements. School acknowledges that compliance by School and each Program Participant with the terms and conditions of this Agreement and Hospital policies and procedures is a condition precedent to Program Participant access to the Facility.

Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.

(e) **Dress Code**. School will cause Program Participants to conform to reasonable personal appearance standards imposed by Hospital and wear ID badges as requested by Hospital from time to time. School will cause Program Participants to pay for their own meals at the Facility. School acknowledges and will regularly inform Program Participants that Hospital is not responsible for personal items lost or stolen at the Facility.

(f) **Use of the Facility**. School will ensure that Program Participants use the Facility solely for the purpose of providing to Participating Students clinical learning experience pursuant to the Clinical Program.

(g) **Records**. School will cause each Program Participant to timely complete and save in Hospital's systems as directed by Hospital accurate records of all services provided by the Program Participant to a Hospital patient ("Records"). All Records are and will remain the property of Hospital, subject to the rights of patients with respect to such records and to the terms of applicable law. Hospital will provide to School a copy of Records for all lawful purposes, including defense of liability claims.

(h) **Program Participants**. School will provide to Hospital information regarding each Program Participant, including health examination and immunization records, documentation attesting to the competency of Degree Program faculty (e.g., state licensure, board certification in the relevant Specialty, etc.) and background checks and drug screens as determined reasonably necessary in Hospital's discretion from time to time.

(i) **Program Participant 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 and Security, in the form attached hereto as Exhibit B prior to each non-consecutive Rotation.

(j) **Liability Insurance**. School shall obtain and maintain occurrence-type general and professional liability insurance coverage in amounts not less that one million dollars ($1,000,000.00) per occurrence and three million dollars ($3,000,000.00) annual aggregate per Program Participant, with insurance carriers or self insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the Term and upon the termination or expiration of this Agreement, School shall purchase tail coverage for a period of three years after the termination or expiration of this Agreement (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain for the Term workers' compensation insurance and unemployment insurance for School-employed Program Participants. School will notify Hospital at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Hospital, upon request, certificates of insurance evidencing the above coverage.

Notwithstanding the foregoing, if the School is a public entity entitled to governmental immunity protections under applicable state law, then the School shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but the School shall provide such insurance with limits of at least $1,000,000 per occurrence and $3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. Nothing in this agreement is intended to be construed or interpreted as (1) denying either School or Hospital any remedy or defense available to it under state laws; (2) the consent of the State where School is located or any of its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State or the School beyond

any waiver explicitly stated in state statutes.

(k) Health of Program Participants. School will advise Program Participants that no Program Participant will be permitted to attend the Clinical Program until he or she submits to a medical examination acceptable to Hospital.

School will require each Program Participant to maintain health insurance and provide proof of health insurance to the School prior to participating in the Clinical Program. School will cause Program Participants to provide to Hospital proof of health insurance as requested by Hospital from time to time.

In the event a Program Student is exposed to an infectious or environmental hazard or other occupational injury while at the Hospital, the Hospital, upon notice of such incident from the Participating Student, will provide such emergency care as is provided its employees. School acknowledges that Hospital is not and will not be financially responsible for a Program Participant's medical care or treatment regardless of the Program Participant's condition or injury or cause of injury whether occurring at the Facility or otherwise and regardless of fault or cause of injury.

School will ensure that each Participating Student furnishes to Hospital prior to each non-consecutive Rotation a complete copy of the following health records (Participating Students will not be allowed to access the Facility until all records are provided):

(i) Tuberculin skin test performed within the past twelve (12) months or documentation as a previous positive reactor;

(ii) Proof of Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR;

(iii) Proof of Varicella immunity, by positive history of chickenpox or Varicella immunization;

(iv) Proof of Influenza vaccination during the flu season, October 1 to March 31, (or dates defined by CDC). If the Program Participant declines the Influenza vaccination, he/she will not be permitted on the Facility's premises during the designated flu season period; and

(v) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.

(l) Performance. All faculty provided by School to support the Clinical Program shall be faculty members of the Degree Program, duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by School. School and all Program Participants shall perform its and 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, rules and regulations of Hospital and any non-conflicting 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.

(m) Background Checks.

(i) School will ensure that each Program Participant obtains prior to each non-consecutive Rotation a background check acceptable to Hospital, including, at a minimum, the following:

A. Social Security Number Verification;

B. Criminal Search (7 years or up to 5 criminal searches);

C. Violent Sex Offender and Predator Registry Search;

D. HHS/OIG List of Excluded Individuals;

E. GSA List of Parties Excluded from Federal Programs;

F. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN); and

G. Applicable State Exclusion List, if available.

(ii) Background Checks for Program Faculty. If School provides Faculty on site, who will be treating patients in the Facility shall include all of the above, and the following:

A. Education verification (highest level);

B. Professional license verification;

C. Certifications & Designations check;

D. Professional Disciplinary Action search;

E. Department of Motor Vehicle Driving History, based on responsibilities; and

F. Consumer Credit Report, based on responsibilities.

(iii) School shall provide to Hospital an *Attestation of Satisfactory Background Investigation* in the form attached hereto as Exhibit C prior to each non-consecutive Rotation. If the background check discloses adverse information about a Participating Student, School shall immediately remove the student from the Clinical Program. School further agrees to an annual compliance audit of background checks, if requested by Hospital and approved by any Program Participant pursuant to the Fair Credit Reporting Act (FCRA).

(n) **Drug Testing**. School will ensure that each Program Participant obtains prior to each non-consecutive Rotation a drug test acceptable to Hospital, including, at a minimum, the following:

(i) Substances tested prior to placement at the Hospital must at a minimum include amphetamines, barbiturates, benzodiazepines, opiates, fentanyl analogues, methadone, marijuana, meperidine, and cocaine.

(ii) A Program Participant may be required to undergo additional drug and alcohol testing upon reasonable suspicion that the Program Participant has violated Hospital's policies, and after any incident that involves injury or property damage.

Hospital shall not bear the cost of any such tests. Should the testing disclose adverse information as to any Program Participant, Hospital shall have no obligation to accept that Program Participant at the Hospital. To the extent that any Program Participant violates the policy for drug or alcohol abuse after placement at the Facility, or refuses to cooperate with the requirement for a search or reasonable suspicion and reportable accident testing, then the Facility may immediately remove the Program Participant from participation in the Program at the Facility.

(o) Student Documentation. School will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g)- (m) of this Agreement during the Term and for at least ten (10) years following expiration or termination of this Agreement.

(p) Access to Resources. The School shall ensure that its department heads have authority to ensure faculty and Participating Student access to appropriate resources for the Participating Students' education.

(q) Approval and Authorization. Hospital's willingness to enter into this Agreement and provide clinical opportunities to Participating Students is conditioned on School having obtained and maintaining all requisite institutional, regulatory, and accreditor approvals or authorizations necessary to offer the Degree Program. Moreover, it is conditioned on School's adherence to all applicable federal, state, and local laws and regulations. In the event that School's status changes with respect to any approval or authorization necessary to offer the Degree Program, School will notify Hospital within ten (10) business days.

2. RESPONSIBILITIES OF HOSPITAL.

(a) Hospital will make Facility access reasonably available to Program Participants and reasonably cooperate with School's orientation of all Program Participants to the Facility. Hospital shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Hospital shall provide reasonable opportunities for Participating Students 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. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care and quality standards.

(b) Upon the request of School, Hospital shall assist School in the evaluation of each Participating Student's performance in the Clinical Program. Any such evaluations shall be returned to School in a timely manner. However, School shall at all times remain solely responsible for the evaluation and education of Participating Students.

(c) Hospital will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the Facility, it shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility.

(e) Upon reasonable request, Hospital will provide proof to School that Hospital maintains liability insurance in an amount that is commercially reasonable.

(f) Hospital will provide written notification to School if a claim arises involving a Program Participant. Both Hospital and School agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

(g) Hospital will resolve any situation in favor of its patients' welfare and may restrict a Participating Student to the role of observer when necessary in Hospital's discretion. Hospital will notify School's Program Representative (defined below) when such action has occurred.

(h) Upon reasonable notice from School, Hospital will make the Facility reasonably available for

inspection during normal business hours by organizations that provide or may provide academic accreditation for the Degree Program. Such inspections must be accompanied at all times by a Hospital representative and are contingent upon receipt by Hospital of executed agreements that Hospital believes are reasonably necessary or convenient to protect the confidentiality and security of Hospital's information. School will promptly reimburse Hospital for all direct costs incurred by Hospital in connection with such accreditation inspections.

(i) Hospital shall provide Program Participants with access to and Participating Students with required training in the proper use of electronic medical records or paper charts, as applicable.

(j) Hospital shall provide student security badges or other means of secure access to Facility patient care areas.

(k) Hospital shall provide Program Participants with computer access, and access to call rooms, if necessary.

(l) Hospital shall provide secure storage space for Participating Students' personal items when at the Facility.

(m) Hospital shall provide qualified and competent staff members in adequate number for the instruction and supervision of students using the Facility.

3. MUTUAL RESPONSIBILITIES. The Parties shall cooperate to fulfill the following mutual responsibilities:

(a) Each Party will identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. School's Program Representative shall be a faculty member who will be responsible for Participating Student teaching and assessment provided pursuant to this Agreement. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.

(b) School will provide qualified and competent Degree Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Facility.

(c) Both School and Hospital will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or teleconference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.

(d) School acknowledges, and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Hospital or School. Participating Students are not to replace Hospital staff and are not to render unsupervised patient care and/or services. Hospital and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Participating Student's level of training.

(e) Any courtesy appointments to faculty or staff by either School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

(f) Both School and Hospital will work together to create and maintain an appropriate learning environment for the Participating Students.

(g) The School, including its faculty, staff and residents, and the Hospital share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the

Participating Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. WITHDRAWAL OF PARTICIPATING STUDENTS. Hospital may immediately remove a Participating Student from the Facility when in Hospital's discretion his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Hospital operations and/or Hospital's patients. In such event, School will immediately remove the Participating Student from the Clinical Program. It is understood that only School can dismiss the Participating Student from the Clinical Program. School may terminate a Participating Student's participating in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.

5. FEES. All fees generated by or in connection with services provided by Program Participants to Hospital patients belong to Hospital. School on behalf of itself and each Program Participant hereby assigns to Hospital all right, title and interest (if any) in and to such fees. If School or any Program Participant receives any fees or other reimbursement for services provided by Program Participants to Hospital patients, School will and will cause Program Participants to immediately deliver and endorse over to Hospital all such amounts. School will and will cause Program Participants not to bill Hospital patients for services provided. School will and will cause Program Participants to take all actions and execute all documents reasonably requested by Hospital in order for Hospital to collect fees and payments for health care services provided by Program Participants.

6. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.

(a) The Parties hereby acknowledge that they are independent contractors, and neither School nor any of its agents, representatives, Program Participants, 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. 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 Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

(b) Each Party acknowledges Participating Students will not be considered employees or agents of Hospital or School for any purpose. Participating Students will not be entitled to receive any compensation from Hospital or School or any benefits of employment from Hospital or School, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.

(c) School acknowledges that Hospital has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of School or Program Participants.

7. NON-DISCRIMINATION. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, sexual orientation, gender identity, age, veteran status, or disability in either the selection of Participating Students, or as to any aspect of the Clinical Program; provided, however, that with respect to a disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Clinical Program.

8. INDEMNIFICATION. The Parties understand and acknowledge that, pursuant to Florida Statutes § 768.28(9) the exclusive remedy for injury or damage suffered as a result of an act, event, or omission of an officer, employee, or agent of the School shall be by action against the School. Accordingly, School agrees to be fully liable for its acts of negligence or its agents' acts of negligence when acting within the

scope of employment or agency and agrees to be liable for any damage resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the School and/or the Florida Board of Governors. Nothing herein shall be construed as consent by a state agency, public body corporate, or political subdivision of the State of Florida to be sued except as permitted by Section 768.28 Florida Statutes. The Parties acknowledge that this contractual relationship with School does not create or extend sovereign immunity to any other person or entity. Any damages allocated against the School, as prescribed by Section 766.112, Florida Statutes, are not subject to reallocation under the doctrine of joint-and-several liability to codefendants of School in professional liability actions.

9. CONFIDENTIALITY. School will and will advise Program Participants to keep strictly confidential and hold in trust all non-public information of Hospital, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Hospital, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Hospital is permitted an opportunity to minimize the potential harmful affects of such disclosure. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Program Participants shall abide by the terms of Exhibit B.

10. TERM; TERMINATION.

(a) The term of this Agreement will commence on the Effective Date and will continue for two (2) years unless terminated as provided below (the "Term").

(b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all Participating Students participating in the Program at the time of notice of termination or who are already scheduled to train at the Facility shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical assignment.

(c) The Parties may terminate this Agreement at any time by mutual written agreement.

(d) Hospital may immediately terminate this Agreement at any time upon notice to School in the event of a breach of Section 11 of this Agreement.

11. REPRESENTATIONS AND WARRANTIES.

(a) School hereby represents to Hospital as of the Effective Date and warrants to Hospital for the Term that:

(i) School and its Program Participants: (A) are not 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"); (B) 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 (C) are not under investigation or otherwise aware of any circumstances which may result in the School, or a Program Participant being excluded from participation in the Federal health care programs; and

(ii) In the aggregate, School and all of School's affiliates compensate all physician employees and physician contractors (if any) (A) in an amount that is consistent with fair market value for actual services provided, and (B) in a manner that does not vary with or take into account the volume or value of patient referrals to, or other business generated for, Hospital or any of Hospital's affiliates. Furthermore, all of School's and its affiliates' compensation arrangements with physician employees and physician contractors are

memorialized in a signed written agreement or other satisfy an exception to the Stark Law physician referral prohibitions provided in 42 U.S.C. § 1395nn(a)(1).

(b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. School will immediately notify Hospital in writing of any change in status of the representation and warranty set forth in this section.

12. **TRAVEL EXPENSES.** No expense of School or of a Program Participant will be paid or reimbursed by Hospital unless that expense is approved by Hospital in writing in advance and is incurred and documented in accordance with applicable Hospital travel and expense policies.

13. **USE OF NAME OR LOGO.** School will not, and will cause Program Participants not to use names, logos or marks associated with Hospital without the express written consent of Hospital in each case.

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

15. **SEVERABILITY.** If any provision of this Agreement is 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.

16. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

17. **NO WAIVER.** Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

18. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state in which the Hospital is located. Venue for all disputes arising in connection with this Agreement will be in the federal or state courts with jurisdiction for the area where the Hospital is located.

19. **ASSIGNMENT; BINDING EFFECT.** School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

20. **NOTICES.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, 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:
HCA Florida North Florida Hospital
6500 W Newberry Road
Gainesville, FL 32605
Attention: Chief Executive Officer

Copy to:
HCA
One Park Plaza, Bldg. 1, 2-East
Nashville, TN 37203
Attention: Operations Counsel

If to School: Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, FL 32064
Attention: Ted L. Roush, Superintendent of Schools

or to such other person or place as either Party may from time to time designate by written notice to the other Party.

21. **COUNTERPARTS.** This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

22. **HIPAA REQUIREMENTS.** To the extent applicable to this Agreement, School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA 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. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. School will and will cause Program Participants to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

23. **NO REQUIREMENT TO REFER.** Nothing in this Agreement requires or obligates School to cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

24. **NO PAYMENTS.** Except as provided in Section 5, no payments will be made between the Parties or to the Program Participants in connection with this Agreement.

25. **RECITALS.** The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.

26. **EQUITABLE REMEDIES.** School acknowledges that the injury which might be suffered by Hospital in the event of any breach by School or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Hospital and any other remedies which Hospital may pursue hereunder or under applicable law, Hospital shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

27. **Public Records.** For all contractors as set forth in Section 119.0701, Florida Statutes see Exhibit D which is incorporated by reference herein.

28. **Force Majeure.** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party

affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

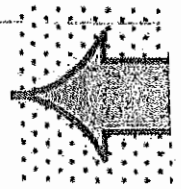
29. **E-Verify**. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).



WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

Suwannee County School Board

By: Ted L. Roush

Title: Superintendent of Schools

Date: MAR 2 2 2022

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

By: Jerry Taylor

Title: Board Chairman

HOSPITAL

By: C. Eric Lawson

Title: CEO

Date: 5/31/22

SCSB 2022-110 (NEW)

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at _____ ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by: _____ ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

_____ _____

Signature of Program Participant/Print Name Date

_____ _____

Parent or Legal Guardian Date
If Program Participant is under 18 / Print Name

Exhibit B

Workforce Member Confidentiality and Security Agreement

I understand that the HCA affiliated entity(ies) (the "Company") for which I am a Workforce Member (my "Engagement") manages health information and has legal and ethical responsibilities to safeguard the privacy of its patients and their personal and health information ("Patient Information"). "Workforce Member" means employees, employed Licensed Independent Practitioners (LIPs) (*e.g.*, employed/managed physicians), employed Advanced Practice Professionals (APPs), residents/fellows, students (*e.g.*, nursing, medical, and interns), faculty/instructors, contractors (*e.g.*, HealthTrust Workforce Solutions (HWS), travelers, network/per diem staff, or dependent healthcare professionals and/or contracted through another temporary staffing agency), and volunteers.

Additionally, the Company must protect its interest in, and the confidentiality of, any information it maintains or has access to, including, but not limited to, financial information, marketing information, Human Resource Information, (as defined below), payroll, business plans, projections, sales figures, pricing information, budgets, credit card or other financial account numbers, customer and supplier identities and characteristics, sponsored research, processes, schematics, formulas, trade secrets, innovations, discoveries, data, dictionaries, models, organizational structure and operations information, strategies, forecasts, analyses, credentialing information, Social Security numbers, passwords, PINs, and encryption keys (collectively, with patients' information, "Confidential Information"). The Company must also protect Company Property (such as inventions, software, trade secrets, and Developments (as defined below)).

During the course of my Engagement with the Company, I understand that I may access, use, or create Confidential Information. I agree that I will access and use Confidential Information only when it is necessary to perform my job-related duties and in accordance with the Company's policies and procedures, including, without limitation, its Privacy and Security Policies (available at http://hcahealthcare.com/ethics-compliance/ and the Information Protection Page of the Company's Intranet). I further acknowledge that I must comply with such policies, procedures, and this Confidentiality and Security Agreement (the "Agreement") at all times as a condition of my Engagement and in order to obtain authorization for access to Confidential Information and/or Company systems. I acknowledge that the Company is relying on such compliance and the representations, terms and conditions stated herein.

General

1. I will act in the best interest of the Company and, to the extent subject to it, in accordance with its Code of Conduct at all times during my Engagement with the Company.
2. I have no expectation of privacy when using Company systems and/or devices. The Company may log, access, review, and otherwise utilize information stored on or passing through its systems, devices and network, including email.
3. Any violation of this Agreement may result in the loss of my access to Confidential Information and/or Company systems, or other disciplinary and/or legal action, including, without limitation, suspension, loss of privileges, and/or termination of my Engagement with the Company, at Company's sole discretion in accordance with its policies.

Patient Information

4. I will access and use Patient Information only for patients whose information I need to perform my assigned job duties in accordance with the HIPAA Privacy and Security Rules (45 CFR Parts 160—164), applicable state and international laws (*e.g.*, the European Union General Data Protection Regulation), and applicable Company policies and procedures, including, without limitation, its Privacy and Security Policies (available at

http://hcahealthcare.com/ethics-compliance/ and the Information Protection Page of the Company's intranet).

5. I will only access, request and disclose the minimum amount of Patient Information needed to carry out my assigned job duties or as needed for treatment purposes.

6. By accessing or attempting to access Patient Information, I represent to the Company at the time of access that I have the requisite job-related need to know and to access the Patient Information.

Protecting Confidential Information

7. I acknowledge that the Company is the exclusive owner of all right, title and interest in and to Confidential Information, including any derivatives thereof.
8. I will not publish, disclose or discuss any Confidential Information (a) with others, including coworkers, peers, friends or family, who do not have a need to know it, or (b) by using communication methods I am not specifically authorized to use, including personal email, Internet sites, Internet blogs or social media sites.
9. I will not take any form of media or documentation containing Confidential Information from Company premises unless specifically authorized to do so as part of my job and in accordance with Company policies.
10. I will not transmit Confidential Information outside the Company network unless I am specifically authorized to do so as part of my job responsibilities. If I am authorized to transmit Confidential Information outside of the Company, I will ensure that the information is encrypted according to Company Information Security Standards and ensure that I have complied with the External Data Release policy and other applicable Company privacy policies.
11. I will not retain Confidential Information longer than required by the Company's Record Retention policy.
12. I will only reuse or destroy media in accordance with the Company's Information Security Standards.
13. I acknowledge that in the course of performing my job responsibilities I may have access to human resource information which may include compensation, age, sex, race, religion, national origin, disability status, medical information, criminal history, personal identification numbers, addresses, telephone numbers, financial and education information (collectively, "Human Resource Information"). I understand that I am allowed to discuss any Human Resource Information about myself and other employees if they self-disclose their information. I can also discuss Human Resource Information that does not relate to my individual employment or my job responsibilities and that is not in violation of any other provision in this Agreement.

Using Mobile Devices, Portable Devices and Removable Media

14. I will not copy, transfer, photograph, or store Confidential Information on any mobile devices, portable devices or removable media, such as laptops, smart phones, tablets, CDs, thumb drives, external hard drives, unless specifically required and authorized to do so as part of my Engagement with the Company.
15. I understand that any mobile device (smart phone, tablet, or similar device) that synchronizes Company data (*e.g.*, Company email) may contain Confidential Information and as a result, must be protected as required by Company Information Security Standards.

Doing My Part – Personal Security

16. I will only access or use systems or devices I am authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
17. I will not attempt to bypass Company security controls.

18. I understand that I will be assigned a unique identifier (*i.e.*, 3-4 User ID) to track my access and use of Company systems and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification.
19. In connection with my Engagement, I will never:
    a. disclose or share user credentials (*e.g.*, password, SecurID card, Tap n Go badge, etc.), PINs, access codes, badges, or door lock codes;
    b. use another individual's, or allow another individual to use my, user credentials (*e.g.*, 3-4 User ID and password, SecurID card, Tap n Go badge, etc.) to access or use a Company computer system or device;
    c. allow a non-authorized individual to access a secured area (*e.g.*, hold the door open, share badge or door lock codes, and/or prop the door open);
    d. use tools or techniques to break, circumvent or exploit security measures;
    e. connect unauthorized systems or devices to the Company network; or
    f. use software that has not been licensed and approved by the Company.
20. I will practice good workstation security measures such as locking up media when not in use, using screen savers with passwords, positioning screens away from public view, and physically securing workstations while traveling and working remotely.
21. I will immediately notify my manager, Facility Information Security Official (FISO), Director of Information Security Assurance (DISA), Facility Privacy Official (FPO), Ethics and Compliance Officer (ECO), or Facility or Corporate Client Support Services (CSS) help desk or if involving the United Kingdom, the Data Protection Officer (DPO), Information Governance Manager, Caldicott Guardian, Heads of Governance (HoG), Division Chief Information Security Officer (CISO) if:
    a. my user credentials have been seen, disclosed, lost, stolen, or otherwise compromised;
    b. I suspect media with Confidential Information has been lost or stolen;
    c. I suspect a virus or malware infection on any system;
    d. I become aware of any activity that violates this Agreement or any Company privacy or security policies; or
    e. I become aware of any other incident that could possibly have any adverse impact on Confidential Information or Company systems.

Upon Separation

22. I agree that my obligations under this Agreement will continue after termination or expiration of my access to Company systems and Company Information.
23. At the end of my Engagement with the Company for any reason, I will immediately:
    a. securely return to the Company any Confidential Information, Company related documents or records, and Company owned media (*e.g.*, smart phones, tablets, CDs, thumb drives, external hard drives, etc.). I will not keep any copies of Confidential Information in any format, including electronic; and
    b. un-enroll any non-Company owned devices from the Company Enterprise Mobility Management System, if applicable.

Except to the Extent Otherwise Agreed in a Separate Agreement, the Following Statements Apply to All Workforce Members

24. I shall promptly disclose to the Company all Company Property that I develop during my Engagement. "Company Property" means any subject matter (including inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, software, databases, confidential information and trade secrets), whether belonging to the Company or others, that, directly or indirectly: (i) I author, make, conceive, first reduce to practice, or otherwise create or develop, whether alone or with others using any Company equipment, supplies, facilities, or Confidential Information, or (ii) otherwise arises from work performed by me for the Company, its employees, or agents, (each of the foregoing, a

"Development").

25. As between me and the Company, all Company Property is the property of the Company or its designee, and all copyrightable Developments that I create within the scope of my employment are "works made for hire."
26. I agree to assign, and do hereby irrevocably assign, to the Company or its designee all of my right, title, and interest in and to any and all Developments, together with all intellectual property and other proprietary rights therein or arising therefrom, including any registrations or applications to register such rights and the right to sue for past, present, or future infringements or misappropriations thereof.
27. During and after my Engagement, I agree to execute any document and perform any act to effectuate, perfect, enforce, and defend the Company's rights in any Development. I hereby appoint the Company and its authorized agent(s) as my attorney in fact to execute such documents in my name for these purposes, which power of attorney shall be coupled with an interest and shall be irrevocable, if I fail to execute any such document within five (5) business days.
28. If there is a conflict between a term in Sections 24 through 28 and a term separately agreed to in writing with the Company, the term set forth in the separate agreement will control.

By signing this document, I acknowledge that I have read and understand this Agreement, and I agree to be bound by and comply with all the representations, terms and conditions stated herein.

Signature:	Date:
Printed Name:	3/4 ID:

EXHIBIT C

Attestation of Satisfactory Background Investigation

On behalf of _____ [Name of Volunteer Organization, School, Contract Services Entity, or Staffing Agency], I acknowledge and attest to _____ [Name of facility] ("Hospital") that we own, and have in our possession, a background investigation report on the individual identified below. Such background investigation is satisfactory in that it:

_____ verifies the Subject's Social Security Number
_____ does not reveal any criminal activity;
;
_____ confirms the individual is not on either the GSA or OIG exclusion lists;
_____ confirms the individual is not on a State exclusion list, if any;
_____ confirms the individual is not listed as a violent sexual offender;
_____ confirms this individual is not on the U.S. Treasury Department's Office of Foreign Assets Control list of Specially Designation Nationals; and
_____ no other aspect of the investigation required by Hospital reveals information of concern; and

This attestation is provided in lieu of providing a copy of the background investigation.

Identified Individual Subject to the Background Investigation:

Name:_____

Address:_____

Date of Birth:_____

Social Security Number:_____

_____
Signature

_____
Printed Name

_____
[Name of Organization]

Date:_____

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EXHIBIT D

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE, SOUTH, LIVE OAK, FL 32064.

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

DUAL ENROLLMENT ARTICULATION AGREEMENT BETWEEN

THE SUWANNEE COUNTY SCHOOL BOARD Thru RIVEROAK Technical College

AND

NEW TESTAMENT CHRISTIAN CENTER

This agreement is entered into by and between the Suwannee County School Board Thru RIVEROAK Technical College, Live Oak, Florida, hereinafter referred to as "RTC", and New Testament Christian Center, hereinafter referred to as "NTCS".

WHEREAS, Career Dual Enrollment shall be provided as a curricular option for secondary students to pursue in order to earn industry certifications adopted pursuant to s. 1008.44, which count as credits toward the high school diploma. Career Dual Enrollment shall be available for secondary students seeking a degree and industry certification through a career education program or course.

WHEREAS, pursuant to section 1007.271, Florida Statutes, RTC and NTCS shall enter into a dual enrollment agreement; and,

NOW, THEREFORE,
The RTC and NTCS do hereby agree as follows:

I. EFFECTIVE DATE AND EFFECT OF AGREEMENT
Upon signature, this agreement will be in effect for one school year based on the RIVEROAK Technical College/Suwannee County School District Calendar.

II. THE INTENT OF THE AGREEMENT
It is the intent of the agreement that a variety of articulated acceleration mechanisms be available for secondary and postsecondary students attending public educational institutions. The purpose of these acceleration mechanisms is to shorten the time necessary for a student to complete the requirements for obtaining a nationally recognized credential in a Career and Technical Program of Study, broaden the scope of the Career and Technical options available to students, and to increase the depth of study in a particular program of study. The articulation mechanisms include (but are not limited to) dual enrollment, earning a nationally recognized Industry Certification and, the participation in Career Pathways.

III. PARTIES TO THE AGREEMENT
Suwannee County School Board Thru RIVEROAK Technical College and New Testament Christian School.

IV. ARTICULATED PROGRAMS

The programs articulated under this agreement include:

A. Career Dual Enrollment;
B. Nationally Recognized Industry Certifications;
C. Career Pathways

The following is included with this agreement: Methodology for determining dual enrollment costs and associated fees per Career and Technical program.

V. COURSES

A. ALL Career and Technical Education programs offered by RTC as Dual Enrolled Post-Secondary Adult Vocational Education (PSAV) Courses that are contained within the common course numbering system shall be eligible, if not specifically excluded by State Statute, State Board of Education Rule, Suwannee County School Board and/or the Board. To ensure transferability of credits, students' educational plans are closely evaluated when utilizing Career and Technical Education (CTE) courses for dual enrollment. Ensuring transferability of coursework, RTC encourages students to concentrate on a specific CTE program(s) of study. Students who intend to earn Occupational Completion Points should carefully evaluate each course to determine its applicability in meeting those requirements.
B. Eligible secondary students shall be permitted to enroll in postsecondary courses conducted during school hours. RTC shall assume responsibility for the maintenance of instructional quality.

VI. DEFINITIONS OF ACCELERATION

For the purposes of dual enrollment articulation agreement, the following definitions are applicable and shall be adhered to.

A. Career Dual Enrollment, 1007.2711, Florida Statutes
   1. Career dual enrollment was established by the legislature as a positive measure to expand the scope of dual enrollment program.
   2. This type of dual enrollment shall be provided as curricular options for secondary students who wish to earn a series of elective credits toward the high school diploma and shall be available for eligible secondary students seeking an industry certification from a complete job preparatory program.
B. Career Early Admission, 1007.271(11), Florida Statutes
   Career early admission is a form of career dual enrollment through which eligible secondary students enroll full-time in courses that are creditable toward the high school diploma, industry certification or the technical Postsecondary Career Certificate.
C. Career Pathways, 1007.235(2)(d), Florida Statutes
   The Board and RTC agree to cooperate in the advancement of the Career Pathways program. Working through a Career Pathways partnership, the high school and RTC personnel have identified courses and programs that can articulate from the high

school to RTC to help prepare students for Postsecondary Career Certificate. The Board and RTC will establish a clearly defined course-by-course to pathway articulation agreement. This agreement will provide opportunities for admission into RTC programs and the award of credits for students in those programs because of successful completion of work in a Career Pathways Program. To be eligible for credit, the student must complete the appropriate course work of high school Career Pathway courses with a satisfactory grade point average stated in this agreement.

VII. STUDENT ELIGIBILITY

A. An eligible student is defined in 1007.271(2) Florida Statues, as a student enrolled in a Florida Public secondary school or Florida non-public secondary school.
B. RTC limits dual enrollment to private high school sophomores, juniors and seniors.
C. Academic advising: The high school guidance office is responsible for dual enrollment students as to the courses which may be used to meet high school graduation requirements.
D. The high school is responsible for verifying the student is eligible to apply for admission as a dual enrolled student. The student is responsible for applying for admission and meeting the admission requirements prior to applicable deadlines.
E. The high school and/or student is responsible for provide individual transportation to RTC for daily instruction.
F. Dual enrolled students will be evaluated on an individual basis to determine the appropriate number of contract hours per term.
G. An unweighted 2.0 grade point average (high school) must be achieved and maintained for PSAV certificate dual enrollment courses. Students must also maintain a 2.0 RTC grade point average to continue dual enrollment.
H. If a dual enrolled student receives a grade of a "D" or "F" in any Postsecondary Career Certificate credit course, the student must sit out and will not be allowed to register the following term as a dual enrolled student.
I. Students must take the TABE examination within the first six weeks of beginning a RTC program of study.
J. The student's private school will work with appropriate personnel at the College to provide services and resources required by students with disabilities who register for dual enrollment. S.1007.271(25)

VIII. ELIGIBLE PROGRAMS, SCHEDULE, FUNDING, ENROLLMENT REQUIREMENTS

A. Schedule
   1. Slots are available to private high school students on a "space available" basis.
   2. Time slots are designed to maximize instructional time in both home school and RTC CTE courses
   3. Students must abide by the student code of conduct of RTC.

4. Students must maintain regular attendance in accordance with the RTC attendance policy. Absences in excess of the allowable number may result in dismissal from RTC.

B. Eligible Programs can be found at www.riveroakcollege.com

C. Enrollment

1. Registration form with verification of eligibility signed by the private school are due to RIVEROAK Technical College prior to enrollment.
2. Student enrollment may occur no later than two weeks prior to the beginning of a semester.
3. Instructional materials and tuition will be reimbursed through Office of Student Financial Assistance, Per Rule 6A-20.0282, FAC, Section 1009.30 F.S.

IX. TERM OF AGREEMENT: July 1, 2023 – June 30, 2024 for 2023-2024 school year

X. SIGNATURES

XI. Suwannee County School Board **1740 Ohio Avenue South** **Live Oak, FL 32064**	**New Testament Christian Center** **2558 East US Hwy 90** **Madison, FL 32340**
Signature:_____ **Jerry Taylor** **Title: Board Chairman** **Date:**_____	**Signature:**_____ **Printed Name**_____ **Title: Principal** **Date:**_____
Signature:_____ **Ted L. Roush** **Title: Superintendent of Schools** **Date:**_____	
Signature:_____ **Mary Keen** **Title: RIVEROAK Principal/Director of Career and Technical Education** **Date:**_____	

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

Exhibit A –
6A-10.040 Basic Skills Requirements for Postsecondary Career Certificate Education, including Basic Skills Requirements and Exceptions for Career Dual Enrollment

Requirements;

1. Dual enrollment. Pursuant to paragraph (8)(b) of this rule, students enrolled in an eligible career education dual enrollment program under Section 1007.271, F.S., are exempt from the basic skills examination requirement if they have demonstrated readiness for postsecondary education in accordance with Rule 6A-10.0315, F.A.C. prior to admission into the career certificate program. Dual enrollment students who have not met this requirement must complete the basic skills examination, unless otherwise exempt.

2. Career dual enrollment students who have not demonstrated readiness for postsecondary education in accordance with Rule 6A-10.0315, F.A.C. will demonstrate preparedness for postsecondary education by completing an entry-level basic skills examination. The acceptable exam for this requirement is the *Tests of Adult Basic Education (TABE))*.

3. Testing Exemptions. A student may be exempt from the testing requirement by documenting any of the following: (a, b, c, OR d)
    a. Minimum SAT scores
        * Verbal – 440
        * Mathematics – 440

    b. Minimum ACT scores
        * Reading – 19
        * English – 17
        * Mathematics – 19

Possessing a state, national or industry certification or licensure examination that is identified in the list entitled "Basic Skills and Licensure Exemption List".
https://www.fldoe.org/academics/career-adult-edu/career-tech-edu/program-resources.stml

    c. Documented learning disability and a current individualized education plan (IEP) that demonstrates preparedness for postsecondary education.

Teacher	Secondary Program/ Number	Course	OCP	Credit	Secondary Industry Cert	Post Secondary Program/Number	Course	OCP	Hours	Post Secondary Industry Cert
Masonry									1650	
Bruening, Olivia	Masonry 8722900	Masonry 1 8722610		1	NCCER025 Masonry - Level 1	Brick and Block Masonry I463112	BCV0330 Masonry Tender	A	450	NCCER235 Masonry - Level 1
Bruening, Olivia	Masonry 8722900	Masonry 2 8722620		1	NCCER044 Masonry - Lvel 2	Brick and Block Masonry I463112	BCV0360 Bricklayer Helper	B	300	NCCER236 Masonry - Level 2
Bruening, Olivia	Masonry 8722900	Masonry 3 8722630	A	1		I463112	BCV0362 Brick Mason 1		450	
Bruening, Olivia	Masonry 8722900	Masonry 4 8722640		1		Brick and Block Masonry I463112	BCV0363 Brick Mason 2	C	450	NCCER237 Masonry - Level 3
Bruening, Olivia	Masonry 8722900	Masonry 5 8722650	B	1	NCCER045 Masonry - Level 3	Brick and Block Masonry I463112				
Electricity									1200	
Ulmer, Jeremy	Electricity 8727200	Electricity 1 8727210		1	NCCER010 Electrical - Level 1	Electricity I460312	BCV0603 Electrician Helper	A	300	NCCER208 Electrical Level 1
Ulmer, Jeremy	Electricity 8727200	Electricity 2 8727220	A	1	Level 2	Electricity I460312	BCV0640 Residential Elect.	B	450	NCCER209 Electrical Level 2
Ulmer, Jeremy	Electricity 8727200	Electricity 3 8727230		1	NCCER039 Electrical - Level 3	Electricity I460312	BCV0652 Commercial Elect.	C	450	NCCER210 Electrical Level 3
Ulmer, Jeremy	Electricity 8727200	Electricity 4 8727240		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 5 8727250	B	1						
Ulmer, Jeremy	Electricity 8727200	Electricity 6 8727260		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 7 8727270		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 8 8727280	C	1						
Welding									1050	
Mercer, Kevin	Welding 9204400	Welding TechFundamentals 1		1	NCCER061 Welding - Level 1 AWELD003-	Welding Technology J400400	PMT0070 Welder Ast. 1		150	NCCER263-Welding Level 1 AWELD003- FCAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 2	A	1	NCCER062 Welding - Level 2 AWELD004-	Welding Technology J400400	PMT0071 Welder Ast. 2		150	NCCER264-Welding Level 2 AWELD004- GMAW Plate
Mercer, Kevin	Welding 9204400	Fundamentals 3 9204430		1	Level 3 AWELD011- SMAW Pipe	Welding Technology J400400	PMT0072 Welder, SMAW1		150	AWELD005- GTAW Pipe (Carbon) AWELD006-GTAW Pipe (Stainless to Carbon)
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 4 9204440	B	1	AWELD012- SMAW Plate	Welding Technology J400400	PMT0073 Welder, SMAW2		150	AWELD007- GTAW Stainless AWELD008- GTAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals Capstone 9204450	C	1		Welding Technology J400400	PMT0074 Welder		450	AWELD009- GTAW/SMAW Pipe/Carbon AWELD010- GTAW/SMAW Pipe (Chrome PWHT) NCCER265 LEVEL 3
										AWELD011- SMAW Pipe
										AWELD012- SMAW Plate
Welding Technology Advanced									750	
Mercer, Kevin						Welding Advance J400410	PMT0075 Adv Welder 1	A	600	Metal Work 7G
Mercer, Kevin						Welding Advance J400410	PMT0076 Adv Welder 2	B	150	
[illegible]										
Durham, Marcus						HVAC/R 1 C400410	Introduction to HVCA/R ACR0000	A	250	
Durham, Marcus						HVAC/R 1 C400410	HVCA/R Fundamentals ACR0001	B	250	
Durham, Marcus						HVAC/R 1 C400410	HVCA/R Services Practices ACR0012	C	250	
Applied Engineering Technology										
Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 1 8401110		1	Solidworks Associate Academic					
Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 2 8401120		1	SOLID003 -Certifid Solidworks Associate Academic					

Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 3 8401130		1	SOLID003 -Certifid Solidworks Associate Academic						
Applied Cybersecurity											
Hill, William	CTS0018	CTS0018 CYBERSECURITY ASSC			COMPT008 COMP TIA SECURITY	Applied Cybersecurity Y100300	CTS0018 Cybersecurity Ass	600	A	COMPT008 COMP TIA SECURITY+	
Hill, William						Applied Cybersecurity Y100300	CTS0019 Info Security MGR	150	B		
Cosmetology										1050	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Grooming & Salon Services CSP0009		225		
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 1 COS0002		300		
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 2 COS0003		300		
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 3 COS0009	A	375	FLDOP002 Cosmetologist	
Nails Specialty										1050	
Thornton, Greta	8757210	Grooming & Salon Services 1 8757210		0.5		Nails Specialty I120415	CSP0016 Mani and Pedi Spec		180	FLDOP008 Nail Specialist	
Thornton, Greta	8757310	8757310 Nails Specialty 2		0.5							
Thornton, Greta	8757320	8757320 Nails Specialty 3		1							
Thornton, Greta	8901000	Directed Study 8901000		0.5							
Facials Specialty										220	
Thornton,Greta Maxwell, Catherine	8757210	Grooming & Salon Services 1 8757210		0.5		Facials/ Skin Care I120425	Facials/Skin Care CSP0266		220	FLDOP009 Facial Specialist	
	8757410	Facials Specialty 2		0.5							
	8757420	Facials Specialty 3		1							
Professional Culinary Arts & Hospitality										1200	
Sinclair, John/ Holmes, LaDonna	8800500	Culinary Arts 1 8800510	A	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0100 Food Preparation	A	300		
Sinclair, John/ Holmes, LaDonna	8800500	Culinary Arts 2 8800520	B	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HM0170 Cook- Restaurant	B	300		
Sinclair, John/ Holmes, LaDonna	8800500	Culinary Arts 3 8800530	C	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0171 Chef- Head Cook	C	300		
Sinclair, John/ Holmes, LaDonna	8800500	Culinary Arts 4 8800540	D	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0126 Food Service Management	D	300	NRAEF003 Certified Food Protection Manager ServeSafe	
Automotive Collision Technology										1400	
Ragan, Joe	Automotive Collision Technology 9514000	Auto Collision Paint & Body Asst 9514010	A	1	NIASE088ASE Entry Level: Collision Painting and Refinishing	Automotive Collision Technology Technician T401300	ARR0140 Auto Coll Repair & Refinishing Helper/Asst.	A	150		
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 1		1		Automotive Collision Technology Technician	ARR0141 Auto Coll. Refin. Technician	B	450	NIASE029 ASE Coll. Repair & Refinishing Painting & Refinishing (B2)	
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 2 9514030		1		Automotive Collision Technology Technician T401300	ARR0312 Non-Structural Damage Repair Tech.	C	300	NIASE018 ASE Coll. Repair & Refinishing Tech Non-Structrual Analusis (B3)	
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 3 9514040	B	1		Automotive Collision Technology Technician T401300	ARR0022 Damage Analysis & Estimating	D	75	NIASE019 ASE Damage Analysis & Estimating (B6)	
Ragan, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 1 9514050		1	Level- Collision: Non-Structural Analysis and	Technology Technician T401300	ARR0112 Auto Coll. Welding, Cutting, Joining	E	75		

Ragan, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 2 9514060	C	1			ARR0295 Structural Damage Repair Tech.	F	350		
Automotive Service Technology									1050		
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 1 9504110		1	NIASE076 ASE Auto Maintenance & Light Repair	Automotive Service Technology 1 T400700	AER0014 Auto Service Assistor	A	300	NIASE013 ASE Automobile Service Consultant (C1)	
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 2 9504120		1		Automotive Service Technology 1 T400700	AER0418 Auto Brake System Tech.	B	150	NIASE007 ASE Brakes (A5) NIASE76 ASE Auto Maintenance & Light Repair (G1)	
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 3 9504130		1		Automotive Service Technology 1 T400700	AER0453 Auto. Suspen. & Steer. Tec.	C	150	NIASE033 ASE Suspension & Steering (T5) NIASE016 ASE Brakes (T4)	
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 4 9504140	A	1		Automotive Service Technology 1 T400700	AER0360 Auto Electrical/ Electronic system Tech	D	300	NIASE008 Electrical/Electronic Systems (T6)	
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 5 9504150		1		Automotive Service Technology 1 T400700	AER0110 Engine Repair Technician	E	150	NIASE010 ASE Engine Repair (A1)	
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 6 9504160	B	1							
Automotive Service Technology 2											
Blackmon, William						Automotive Service Technology 2 T400800	AER0503 Auto Engine Performance Tech	A	300		
Blackmon, William						Automotive Service Technology 2 T400800	AER0257 Automatic Transmission and Transaxle Tech	B	150		
Blackmon, William						Automotive Service Technology 2 T400800	AER0274 Manual Drivetrain and Axle Tech	C	150		
Blackmon, William						Automotive Service Technology 2 T400800	AER0172 Auto Heating and Air Conditioning Tech	D	150		
Practical Nursing									1350		
Wilson, Suzanne Hall, Robin						Practical Nursing H170607	Practical Nursing Foundations 1 PRN0098	A	300		
Wilson, Suzanne Hall, Robin						Practical Nursing H170607	Practical Nursing Foundations 2 PRN0099		300		
Wilson, Suzanne Hall, Robin						Practical Nursing H170607	Medical Surgical Nursing 1 PRN0290		300		
Wilson, Suzanne Hall, Robin						Practical Nursing H170607	Medical Surgical Nursing 2 PRN0291		300		
Wilson, Suzanne Hall, Robin						Practical Nursing H170607	Comp. Nursing & Transitional Skills PRN0690	B	150	NCSBN002 National LPN (NCLEX-PN)	
Patient Care Technician											
Willis, Jessica						Patient Care Technician H170694	Basic Healthcare Worker HSC003	A	90		
Willis, Jessica						Patient Care Technician H170694	Nurse Aide & Orderly (Articulated) HCP0121	B	75		
Willis, Jessica						H170694	HCP0832	C	50	FDMQA002 Certified Nursing Assistant	
Willis, Jessica						Patient Care Technician H170694	Patient Care Assistant HCP0020	D	75	NATHA002 Certified EKG Tech	
Willis, Jessica						H170694	Allied Health Assistant HSC0016	E	150	NATHA007 Certified Phlebotomy Technician	
Willis, Jessica						H170694	MEA0580	F	100		
Willis, Jessica						H170694	Patient Care Tech. PRN0094	G	60	NATHA006 Certified Patient Care Technician	
Pharmacy Technician									1050		
Miller, Katie						Pharmacy Technician H170700	Basic Healthcare Worker HSC003	A	90		
Miller, Katie						H170700	Pharmacy Technician 1 PTN0084		360		
Miller, Katie						Pharmacy Technician H170700	Pharmacy Technician 2 PTN0085		300		

Miller, Katie							Pharmacy Technician H170700	Pharmacy Technician 3 PTN0086	B	300	PTCBD001 Pharmacy Technician
Surgical Technology										1330	
Vickers, Mary							Surgical Technology H170211	Basic Healthcare Worker HSC0003	A	90	
Vickers, Mary							Surgical Technology H170211	Central Supply Technician STS0015	B	210	
Vickers, Mary							Surgical Technology H170211	Surgical Technologist 1 STS0010		343	
Vickers, Mary							Surgical Technology H170211	Surgical Technologist 2 STS0011		343	
Vickers, Mary							Surgical Technology H170211	Surgical Technologist 3 STS0012	C	344	NSTSA001 Certified Surgical Technologist (CST) NCFCT004 Tech in Surgery - Certified
Phlebotomy											
Senea, Shari								Basic Healthcare Worker HSC0003	A	90	
Senea, Shari								Phebotomist MEA0520	B	75	NATHA007 Certified Phlebotomy Technician
Nursing Assistant											
Thompson, Traci / Rebecca Futch							CNA H170602	Nurse Aide &Orderly PRN0090	A		FDMQA001 Certified Nursing Assitant

AFFILIATION AGREEMENT SCHOOL-BASED SERVICES

This Agreement (the "Agreement") is entered on the 27th day of February, 2024, by and between the Suwannee County School Board (hereinafter referred to as "SCSB") and Trenton Medical Center, Inc., d/b/a Palms Medical Group, a Florida not for profit corporation (hereinafter referred to as "PMG").

RECITALS

SCSB desires to make available to its students certain primary and preventative health care services including, but not limited to, student physicals.

PMG is a Federally Qualified Health Center that specializes in the delivery of primary health care services in Suwannee County, Florida.

SCSB desires to contract with PMG to provide the below listed services to the students at schools under the SCSB's supervision.

The Parties Agree as Follows:

TERM.

This Agreement shall govern the relationship of the parties for an initial three (3) year period and shall take effect on February 27, 2024. This agreement shall automatically renew for additional one (1) year terms thereafter, unless either party provides twenty (20) days' written notice to the other.

1. Obligations of PMG.

PMG shall provide limited preventative and primary health care services to the SCSB's students. Such services shall include;

a. Limited Student Physicals/Sports Physicals – (provided by Physicians, Physician Assistants, and Advanced Registered Nurse Practitioners)

b. Immunization Services – (addressing immunizing students against infectious illnesses)

The above referenced services shall be provided at any one of the school locations listed on Exhibit A. The parties shall determine the scheduling of the above services with the individual school principals.

2. Obligations of SCSB.

SCSB shall make available to PMG sufficient space within a respective school to allow PMG to provide the services listed in Section 2. SCSB, via the individual schools, will assist PMG in distributing relevant information to the parents of students regarding the services to be provided as well as assist PMG in obtaining appropriate written consent for the services to be provided.

3. Compensation.

PMG will not seek compensation for the limited services provided under this Agreement.

4. Independent Contractor.

The parties intend to create an independent contractor relationship, and it is of the essence of this Agreement that PMG is an independent contractor for all purposes, including tax purposes. Any contrary final determination by a SCSB, administrative proceeding, or court of competent jurisdiction shall entitle SCSB to amend this Agreement in any way necessary to establish and maintain an independent contractor relationship. In the event such amendment is not possible, this Agreement may be terminated by SCSB. Neither party to this Agreement has any authority to employ or retain any person on behalf of the other. Each shall have the exclusive right to select, engage, and fix the compensation of, discharge and to otherwise manage, supervise and control any persons hired by them, and shall be responsible for all obligations and discharge all liabilities imposed under labor, wage hour, workers' compensation, unemployment compensation or insurance, Social Security and other federal, state and municipal laws and regulations.

PMG agrees that it will not be treated by SCSB as an employee, and that it is solely responsible for any tax liability relating to its business, including payment of federal income taxes, self-employment taxes and payroll taxes, as required. PMG hereby agrees to indemnify and hold SCSB harmless against any costs, charges or claims which may arise out of the failure to perform obligations or discharge the liabilities referenced in this section.

5. Professional Services.

It is expressly acknowledged by the parties to this Agreement that PMG employees and contractors providing services under this Agreement are duly licensed to in the State of Florida to provide the services contemplated in this Agreement. It is further acknowledged by the parties that PMG's employees shall perform all professional medical services provided to patients of SCSB consistent with the requirements of their respective license and shall perform all services with respect to the diagnoses and treatment of patients in such manner as they, in the independent exercise of medical judgment, deem to be in the best interest of the patients.

6. Professional Liability Insurance.

PMG has been "deemed" as an employee of the Federal Government pursuant to the Federally Supported Health Centers Assistance Act of 1995 (Pub. L. 104-73). As such, all of the PMG's employees, as well as the PMG itself, has been afforded protection under the Federal Tort Claims Act for all claims relating to personal injury, including death, resulting from the performance of medical treatment to the patients under the terms of this Agreement.

7. Termination.

7.1 Termination without Cause.

Either party may terminate this Agreement, without cause, upon twenty (20) days written notice, at any time after the expiration of the initial year of this Agreement,

7.2 Termination for Cause.

a. The Agreement may be terminated in the event that either party fails to observe, perform or otherwise defaults or breaches any material covenants, agreements or obligations under this Agreement and such failure continues for a period of ten (10) days after receipt by the other party of notice thereof.

b. The Agreement may be terminated should legal counsel for either party reasonably conclude that any portion of or provision in this Agreement is or may be in violation of any federal, state or local law, regulation or ordinance, unless that parties are able to agree to such modifications of the Agreement as may be necessary to establish compliance with such law, regulation or ordinance.

8, Waiver.

The waiver by the SCSB of the breach of any provision of this Agreement by the PMG shall not operate or be construed as a waiver of any subsequent breach by the PMG.

9 Notices.

Any notices permitted or required under this Agreement shall be deemed given upon the date of personal delivery or two business days after the date of deposit in the United States mail, postage fully prepaid, return receipt requested, addressed to SCSB at:

Ted L. Roush
Suwannee County School District
1740 Ohio Avenue South
Live Oak, FL 32064

addressed to the PMG at:

Anita Rembert, CEO
Palms Medical Group
23343 NW CR 236
High Springs, FL 32643

or at any other address as any party may, from time to time, designate by notice given in compliance with this Section.

10. Law Governing.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Jurisdiction for any action brought pursuant to this Agreement shall lie exclusively in Suwannee County, Florida.

11. Entire Agreement.

This Agreement contains the entire understanding between and anlong the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this or any prior

Agreement between the parties. This Agreement may be subsequently modified only by a writing signed by the parties to this Agreement, except as may be otherwise expressly provided in this Agreement.

12. Agreement Binding.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

13. Attorney Fees.

In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees to be fixed by the arbitrator, trial court, and/or appellate court.

14. Presumption.

This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement, or any section thereof was drafted by said party.

15. Fraud and Abuse Compliance.

It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. By entering into this Agreement, the parties specifically intend to comply with all applicable laws, rules and regulations, including (i) the federal anti-kickback statute (42 U.S.C. 1320a-7(b)) and the related safe harbor regulations; and (ii) the Limitation on Certain Physician Referrals, also referred to as the "Stark Law" (42 U.S.C. 1395illl). Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business. In the event that any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions which are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, either party may terminate this Agreement on thirty (30) days written notice to the other party.

16. Warrantiess by PMG.

PMG has warranted that; (a) None of its employees license to practice as licensed professional in the State of Florida, or in any other State, has never been suspended or revoked at any time, unless and except as disclosed to SCSB in writing prior to executing this Agreement; and (b) PMG has never taken any acts in violation of 42 U.S.C. section 1395nn (the Stark Law), Chapter 456.053, Florida Statutes (The Patient Self-Referral Act), Chapter 456.054, Florida Statutes (anti-kickback prohibition), Chapter 817.505, Florida Statutes (prohibition against patient brokering), or the Federal anti-kickback statute, 42 U.S.C. 1320a-7(b) nor does PMG know of any threatened or pending administrative or legal action by any governmental agency involving PMG, unless and

except as disclosed to the SCSB in writing prior to the execution of this Agreement. (c) PMG and its licensed professionals have not been debarred, excluded, suspended or otherwise determined to be ineligible to participate in any Federal or state health care programs. PMG shall indemnify and hold harmless the SCSB from any and allliability which may arise from breach of any warranty made above, including the payment of the reasonable attorney fees incurred by the SCSB investigating and defending any action, claim, investigation or inquiry, whether such action be well founded or not.

16. Sovereign Immunity

Nothing contained in this Agreement shall be interpreted or construed to mean that the School Board waives its common law sovereign immunity or the limits of liability set forth in Florida statutes s.768.28.

17. Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT B which is incorporated by reference herein.

18. Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2023-2024 academic year.

19. E-Verify Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

SUWANNEE COUNTY SCHOOL BOARD

_____

By: Jerry Taylor

As its: SCSB Chairman

Date: _____

_____

By: Ted L. Roush

As its: Superintendent of Schools

Date: _____

PALMS MEDICAL GROUP

_____

By: Anita Rembert

As its: CEO

Date: _____

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

EXHIBIT A

Service Locations:

Suwannee High School
1314 Pine Avenue, SW
Live Oak, FL 32064

Suwannee Middle School
1730 Walker Avenue, SW
Live Oak, FL 32064

Branford High School
405 NE Reynolds Street
Branford, FL 32008

EXHIBIT B

Public Records Law Requirements under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, LORIE NORRIS, RISK MANAGER, AT 386-647-4608, LORIE.NORRIS@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE, SOUTH, LIVE OAK, FL 32064.

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

CORNERSTONE CARE CLINIC, LLC

This Agreement is entered into on February 27, 2024, between the Suwannee County School Board (SCSB) and Cornerstone Care Clinic, LLC (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Practical Nurse Education program, and Phlebotomy program, qualified students preparing to be Practical Nurses, Licensed Phlebotomists and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Practical Nurse, and Phlebotomy 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 February 27, 2024 through February 28, 2025; and shall be renewed for one (1) year terms 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 maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education and Patient Care Technician programs, up to the limits of liability set forth in Section 768.28, Florida Statutes, specifically $200,000.00 per claimant and $300,000.00 per occurrence.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students 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 programs 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 provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.

6. 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.

8. The responsibility for the patient remains with the Healthcare Agency.

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 the extent permitted by Florida law, 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. 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.

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

7. 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.

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

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

10. 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. 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. For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

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

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2023-2024 academic year.

XI. E-Verify. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

B. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

(iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

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
1740 Ohio Avenue South
Live Oak, Florida 32064

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, 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"

Cornerstone Care Clinic, LLC
1520 Ohio Ave. South
Live Oak, Florida 32064

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, LORIE NORRIS, RISK MANAGER, AT 386-647-4608, LORIE.NORRIS@SUWANNEE.K12.FL.US, OR 1740 OHIO AVEUNE SOUTH, LIVE OAK, FL 32064.

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

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

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

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

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

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

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

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

SOUTHERN INTERNAL MEDICINE, PLLC

This Agreement is entered into on February 27, 2024, between the Suwannee County School Board (SCSB) and Southern Internal Medicine, PLLC (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician, Practical Nurse Education, and Phlebotomy, Pharmacy Technician, and Certified Nursing Assistant Programs qualified students preparing to be Patient Care Technicians, Practical Nurses, Licensed Phlebotomists, Pharmacy Technicians, and/or Certified Nursing Assistants; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician, Practical Nurse, Phlebotomy, Pharmacy Technician, and Certified Nursing Assistant 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 February 27, 2024 through February 28, 2025; and shall be renewed for one (1) year terms 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 maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Patient Care Technician, Practical Nurse Education, Phlebotomy, Pharmacy Technician, and Certified Nursing Assistant programs, up to the limits of liability set forth in Section 768.28, Florida Statutes, specifically $200,000.00 per claimant and $300,000.00 per occurrence.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students 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 programs 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 provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.

6. 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.

8. The responsibility for the patient remains with the Healthcare Agency.

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 the extent permitted by Florida law, 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. 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.

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

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10. 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

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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.

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A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

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(ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

(iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

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SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue South
Live Oak, Florida 32064

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

Southern Internal Medicine, PLLC
404 NW Hall of Fame Drive
Lake City, FL 32064

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

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

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IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, LORIE NORRIS, RISK MANAGER, AT 386-647-4608, LORIE.NORRIS@SUWANNEE.K12.FL.US, OR 1740 OHIO AVEUNE SOUTH, LIVE OAK, FL 32064.

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

SUWANNEE COUNTY SCHOOL DISTRICT
SCHOOL CALENDAR
2024-2025

MY CHOICE for High Quality Education!

July 2024					
July 1-31: Summer Hours July 4: Holiday	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30	31		

August 2024					
Aug 5-9: Pre-planning Days Aug 12: First Day for Students Aug 26: PD Day				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

September 2024					
Sept 2: Labor Day Holiday Sept 30: PD Day	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30				

October 2024					
Oct 11: End of Q1 (42 days) Oct 14: Teacher Work Day Oct 28: PD Day		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30	31	

November 2024					
Nov 11: Veterans Day Nov 25-29: Thanksgiving Break					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29

December 2024					
Dec 20: Early Release Dec 20: End of Q2 (42 days) Dec 23-31: Christmas Break	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30	31			

January 2025					
Jan 1: New Year's Holiday Jan 2-3: Christmas Break Jan 6: Teacher Work Day Jan 7: Students Return Jan 20: MLK Day Jan 27: PD Day			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	31

February 2025					
Feb 17: President's Day Feb 28: PD Day	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28

March 2025					
March 14: End of Q3 (45 days) March 21: Teacher Work Day March 24: PD Day	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	31				

April 2025					
April 14-18: Spring Break April 21: PD Day		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30		

May 2025					
May 26: Memorial Day May 28-29: Early Release May 29: End of Q4 (45 days) May 29: Students' Last Day May 30: Post-Planning				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	**28**	**29**	30

June 2025					
June 2-30: Summer Hours	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30				

PD Day – Holiday for students.

Holidays for 10/11 month teachers, students, bus drivers, food service workers, and paraprofessionals.

Teacher Work Day - Holiday for students, bus drivers, food service workers, and paraprofessionals (as assigned).

Holidays for ALL employees and students.

* Early Release days may be subject to change with prior notice.
* PD Days may be converted to student days if needed for storm make-up days.

SCSB Approved 11/14/2023

SUWANNEE COUNTY SCHOOL DISTRICT
SCHOOL CALENDAR
2024-2025

MY CHOICE for High Quality Education!

Pre-Planning: August 5-9, 2024 **Post-Planning:** May 30, 2025

NINE WEEK PERIODS AND REPORTING DATES

First nine weeks/term:	
Progress reports will be distributed	Friday, September 13, 2024
End of first nine weeks/mid 1st term	Friday, October 11, 2024
Grade reports go out	Friday, October 18, 2024
Second nine weeks/term:	
Progress reports will be distributed	Friday, November 15, 2024
End of second nine weeks/end of 1st term	Friday, December 20, 2024
Grade reports go out	Friday, January 10, 2025
Third nine weeks/term:	
Progress reports will be distributed	Friday, February 7, 2025
End of third nine weeks/mid 2nd term	Friday, March 14, 2025
Grade reports go out	Friday, March 28, 2025
Fourth nine weeks/term:	
Progress reports will be distributed	Friday, May 2, 2025
End of fourth nine weeks/end of 2nd term	Friday, May 30, 2025

The school office is responsible for the distribution of report cards at the end of the year.

TEACHERS' WORKDAYS (3)

October 14, 2024	January 6, 2025	March 21, 2025

PROFESSIONAL DEVELOPMENT (PD) DAYS (7.5 DAYS)

August 26, 2024	January 27, 2025	April 21, 2025
September 30, 2024	February 28, 2025	
October 28, 2024	March 24, 2025	

HOLIDAYS 12-Months

July 4, 2024	December 23-27, 2024	February 17, 2025
September 2, 2024	December 30-31, 2024	April 14-16, 2025
November 11, 2024	January 1, 2025	May 26, 2025
November 25-29, 2024	January 20, 2025	

HOLIDAYS Students

August 26, 2024	December 23-27, 2024	February 28, 2025
September 2, 2024	December 30-31, 2024	March 21, 2025
September 30, 2024	January 1-3, 2025	March 24, 2025
October 14, 2024	January 6, 2025	April 14-18, 2025
October 28, 2024	January 20, 2025	April 21, 2025
November 11, 2024	January 27, 2025	May 26, 2025
November 25-29, 2024	February 17, 2025	

TEACHER PAID HOLIDAYS (6)

Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King, Jr. Day
Christmas Day	Presidents Day

- **Paraprofessionals** will work all student days, six (6) Professional Development Days, plus five (5) of the following days as determined by the school principal: Pre-Planning Days, Post-Planning Day, Teacher Work Days.
- **Food Service** and **Bus Drivers** work six (6) Professional Development Days as determined by their supervisor.
- 10 months personnel work 196 days.
- 11 months personnel work 216 days.

SCSB Approved 11/14/2023

SCHOOL DISTRICT OF SUWANNEE COUNTY

DIRECTOR, HUMAN RESOURCES

JOB DESCRIPTION

QUALIFICATIONS:

(1) Master's degree in Educational Leadership or related field from an accredited educational institution.

(2) Three (3) years experience in education including experience in an administrative or supervisory capacity.

(3) Valid Florida certification in Educational Leadership, Administration and Supervision, School Principal or Professional School Principal.

(4) Experience in personnel management or human resources development preferred.

(5) Satisfactory criminal background check and drug screening.

(6) Or other appropriate certification required by the Florida Department of Education.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of Florida Administrative Code, federal rules and regulations governing the employment process and equal employment opportunity. Knowledge of the collective bargaining process and related statutory, regulatory and contractual requirements. Ability to communicate orally and in writing, using high level interpersonal skills. Ability to handle department budget and finances. Knowledge of personnel management. Knowledge of staff development, job analysis, adult learning theory, certification, H.R.M.D. guidelines, State Board of Education Administrative rules, with advanced interpersonal skills and the ability to develop and present training programs.

REPORTS TO:

Assistant Superintendent of Administration

JOB GOAL

To provide leadership and training for the personnel management system to ensure optimal utilization of human resources to support and facilitate successful educational programs. To direct the District's human resources development program to ensure optimal human resource development to support and facilitate successful educational training programs throughout the District.

SUPERVISES:

Assistant Personnel Director

~~Administrative Secretary, Human Resources~~

Personnel Specialist(s)

PERFORMANCE RESPONSIBILITIES:

Service Delivery

*(1) Direct and coordinate the planning, implementation and evaluation of the district's comprehensive personnel management system.

*(2) Coordinate teacher and minority recruitment efforts

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DIRECTOR, HUMAN RESOURCES (Continued)

*(3) Serve as the district equity coordinator
*(4) Supervise the volunteer application and approval process for the District.
*(5) Oversee and monitor the affirmative action program.
*(6) Coordinate and direct leave administration procedures for the district.
*(7) Assist in wage and salary plan development.
*(8) Serve as district contact person for retirement, professional practices services, security clearances and drug screenings.
*(9) Coordinate and monitor all personnel application processes.
*(10) Establish and monitor a system of position control.
*(11) Oversee the personnel records system.
*(12) Facilitate coordination between essential departments (payroll, finance, risk management, educational technology) for the purpose of providing quality service to all employees and applicants with Suwannee County Schools.
*(13) Evaluate credentials and approve all instructional staff for certification purposes.
~~*(14) Follow-up on test certification scores and forward results to the Department of Education (DOE).~~
*(15) Assist instructional and support staff to resolve personnel issues.
*(16) Counsel personnel.
*(17) Assist supervisors to resolve personnel problems.
*(18) Conduct orientation program for new employees.
*(19) Conduct substitute teacher training and serve as substitute contact.
*(20) Prepare annual personnel renewal list for Board approval.
*(21) Handle complaints against Educators or employees.
*(22) Approve employee leave forms
*(23) Oversee use and approval of overtime/flex-time records.
*(24) Complete Equity Reports.
~~*(25) Manage Targeted Selection process and administration.~~
*(26) Provide for a system of Exit Interview Surveys.
~~*(27) Maintain the district Resource Library.~~
~~*(28) Conduct the following annual functions: Retirement Reception, School-Related Employee of the Year and Teacher of the Year Reception.~~
*(29) Plan, direct, supervise, monitor and evaluate the recruitment programs for certified and administrative personnel. Monitor critical employee classifications and the attrition rates for employees.
*(30) Coordinate and compose district-wide job descriptions, the evaluation system, ~~master in-service plan~~, human resources development plan, professional development plan system and other personnel services programs that are mandated by state law and the school district, including the Florida Educational Equity act relative to employment.
*(31) Supervise and work cooperatively with the ~~secretary for the~~ staff development department to assure that all information and materials are correct and disseminated as appropriate in a timely manner.
*(32) Plan, organize, and implement training activities and programs for all district initiatives and ongoing services, such as ESOL and coaching endorsement.
*(33) Develop, keep current and implement the district Principal Leadership Academy and Plan.
*(34) Provide training in the use of the HRMD program for principals, directors, supervisors, coordinators and any other appropriate personnel.

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DIRECTOR, HUMAN RESOURCES (Continued)

~~*(35)~~ Provide leadership and oversight for collaborative teacher education activities ~~and serve as contact for the training consortium.~~

~~*(36) Supervise the institutional grants and specially funded in-service activities including Title II.~~

~~*(37) Facilitate the development, maintenance and dissemination of School District Policy.~~

~~*(38) Conduct training for Workplace Safety.~~

*(39) Shall assume additional responsibilities as assigned by the Superintendent.

Inter/Intra-Agency Communication and Delivery

*(40) Communicate with all district and school-based administrators regarding personnel issues.

*(41) Provide guidance and assistance with employee disciplinary procedures.

~~*(42) Advise in writing all professional employees, whose certificates need to be renewed and notify their principals.~~

*(43) Advise all principals of the status of new teachers.

*(44) Interact with parents, outside agencies, businesses and the community to enhance the understanding of district initiatives and priorities and to elicit support and assistance.

*(45) Respond to inquiries and concerns in a timely manner.

*(46) Keep supervisor informed of potential problems or unusual events.

*(47) Serve on district, state or community councils or committees as assigned or appropriate.

*(48) Provide oversight and direction for cooperative planning with other agencies regarding areas of responsibility.

*(49) Assist in the interpretation of programs, philosophy and policies of the district to staff and the community.

*(50) Work closely with district and school staffs to support school improvement initiatives and processes.

~~*(51) Interpret staff development programs, objectives, and needs to the district staff, school board, principals, school facilities, civic and parent groups, teacher training institutions and others.~~

*(52) Plan with directors, principals, teachers and other personnel to establish training needs for local schools and future goals for all personnel.

*(53) Arrange for training activities for administrators, directors, and other staff personnel based on their identified professional growth needs or the District established priorities.

~~*(54) Coordinate the training initiatives of all other District personnel (e.g., directors, school personnel, parents, and the like) through the record keeping process.~~

~~*(55) Develop, keep current and implement the PECDS program (to include the state competencies) for beginning teachers.~~

~~*(56) Coordinate the National Board Certification (NBPTS) process and work closely with teachers who enter the rigorous process which includes extensive professional growth experiences.~~

Professional Growth and Improvement

*(57) Maintain a network of peer contacts through professional organizations.

~~*(58) Keep informed and disseminate information about current research, trends and best practices in areas of responsibility.~~

~~*(59)~~ Attend training sessions, conferences and workshops as assigned or appropriate to keep

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DIRECTOR, HUMAN RESOURCES (Continued)

abreast of current practices, programs and legal issues.

~~*(60) Develop a training budget for allocated funds based on the prioritized needs of the District.~~

*(61) Coordinate the revision of the personnel assessment forms, submit annual updates to the State Department of Education and provide appropriate training in the use of the instruments for applicable personnel.

*(62) Provide the necessary training to appropriate personnel to assist with proper implementation of the professional development system.

*(63) Receive, disseminate to directors, collect, sign, return to universities the appropriate forms and keep records of student teachers on file for future reference.

*(64) ~~Plan celebration for teachers who complete the NBPTS process and appropriate~~ recognition for those who actually receive national board certification.

*(65) Coordinate the pre-service program in the District by working with District directors and colleges and universities personnel to provide field experiences for student teachers within the District.

~~*(66) Develop, keep updated and present annually to the School Board, the District Master In-Service Plan for Staff Development.~~

~~*(67) Provide training on the annual update for the District Master In-Service Plan to directors, principals, curriculum coordinators, school facilities and others as needed.~~

~~*(68) Conduct annual evaluations of the District Master In-Service Plan for Staff Development as it relates, and revise as necessary to better meet the needs of the District.~~

*(69) Conduct annual evaluations of the HRMD program and revise process as necessary.

*(70) Conduct annual evaluations of the Professional Develop Plan process.

Systemic Functions

*(71) Prepare items for Board agendas.

*(72) Represent the district in a positive and professional manner.

*(73) Develop the department budget and monitor its implementation.

*(74) Supervise assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment actions.

~~*(75) Develop annual goals and objectives consistent with and in support of district goals and priorities.~~

*(76) Keep the Assistant Superintendent and other appropriate personnel informed about potential problems, unusual events, or opportunities for improvement.

*(77) Direct the maintenance of all in-service records and files.

*(78) Prepare or oversee the preparation and submission of all required reports and maintain all appropriate records.

~~*(79) Perform other incidental tasks consistent with the goals and objectives of this position.~~

Leadership and Strategic Orientation

*(80) Provide leadership and direction for assigned areas of responsibility.

*(81) Provide support and guidance in the development of annual goals and objectives.

~~*(82) Assist in implementing the district's goals and strategic commitment.~~

*(83) Exercise proactive leadership in promoting the vision and mission of the district.

*(84) Set high standards and expectations and promote professional growth for self and others.

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DIRECTOR, HUMAN RESOURCES (Continued)

*(85) Utilize appropriate strategies and problem-solving tools to make decisions regarding planning, utilization of funds, delivery of services and evaluation of services provided.

*(86) Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action.

*(87) ~~Work with secretary for the department to~~ develop and set guidelines for record keeping procedures for training records of all personnel.

*(88) Establish goals and objectives for training programs and projects for Distict-wide initiatives.

~~*(89) Develop, keep current and monitor the appropriate use of the District Professional Development System in connection with the use of training funds.~~

~~*(90) Set criteria for participation in the HRMD program, arrange for the screening activities, and select persons for the program based on criteria.~~

*(91) Maintain expertise in assigned areas, including laws and rules as well as current trends and best practices.

*(92) Use appropriate styles and methods to motivate, gain commitment and facilitate task accomplishment.

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the district's approved compensation plan. Length of the work year and hours of employment shall be those established by the district.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

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DIRECTOR, HUMAN RESOURCES (Continued)

SCSB Approved 1/27/09
Revised SCSB Approved 3/24/09

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SCHOOL DISTRICT OF SUWANNEE COUNTY

DIRECTOR OF SCHOOL SAFETY AND ~~OTHER ADMINISTRATIVE SERVICES~~ TITLE IX COORDINATOR

JOB DESCRIPTION

QUALIFICATIONS:

(1) Master's degree in Educational Leadership or related field from an accredited educational institution or Florida Law Enforcement Officer certification.

(2) Three (3) years experience in education including experience in an administrative or supervisory capacity or five (5) years experience as a school resource officer.

(3) Valid Florida certification in Educational Leadership, Administration and Supervision, School Principal, ~~or~~ Professional School Principal or Florida Law Enforcement Officer.

(4) Knowledge of school safety and law enforcement policies and procedures, crime prevention, investigations, public safety training, life safety programs, and emergency management operations.

(5) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Ability to read, analyze, and interpret periodicals, professional journals, technical procedures, and governmental regulations. Ability to write reports, business correspondence, and produce manuals. Ability to effectively present information and respond to questions from top management, public groups, and/or school board members. Ability to define problems, collect data, establish facts, and draw valid conclusions. Knowledge of Federal Laws, Florida Statutes and School Law. Ability to coordinate and work with diverse representatives of the community. Knowledge of current trends and issues in educational equity, access and ~~civil rights and anti-discrimination~~ Title IX laws. ~~Ability to research, develop, and apply/implement educational equity policies and procedures. Ability to design, develop and present effective training and educational programs to a variety of audiences on the full range of equal educational opportunity and diversity topics. Ability to design, market and evaluate the effectiveness of programs, methods and strategies geared towards narrowing minority/non-minority educational achievement gaps. Ability to appropriately handle and resolve discrimination and related complaints through formal and informal processes through counseling, fact finding, investigation, or mediation. Knowledge of equitable recruiting, hiring and retention policies, procedures and practices. Ability to facilitate a variety of group discussions, including focus group and brainstorming sessions. Ability to provide leadership and education to promote a climate conducive to the expansion of diversity~~. Knowledge of, and ability to work with, a variety of office units, federal and state agencies and other organizations. Knowledge of how to organize and edit material and reports for publication and dissemination. Knowledge and skills to reach out to various community members, associations and businesses using a variety of approaches. ~~Knowledge of, and insight into, the issues involved in fostering an environment that promotes equal access and opportunity for achievement among all members of the campus or school district community.~~

DIRECTOR OF SCHOOL SAFETY AND ~~OTHER ADMINISTRATIVE SERVICES~~ TITLE IX COORDINATOR (Continued)

REPORTS TO:
Assistant Superintendent of Administration

JOB GOAL

To ensure a safe, secure school environment that is free from harassment or discrimination to support student learning and success.

PERFORMANCE RESPONSIBILITIES:

Service Delivery

* (1) Serve as the district school safety specialist and Title IX Coordinator.
* (2) Determine and communicate security policies and procedures by studying organization operations, establishes internal controls, and report potential hazards to supervisor.
* (3) Coordinate the development and implementation of procedures and procedural manuals/documentation to ensure a safe school environment.
* (4) Provide assistance to principals and building administrators to enhance safety and security at school sites and other sites in the district.
* (5) Assist principals and other appropriate personnel in keeping abreast of requirements and best practices in Safety and Security.
* (6) Serve as a liaison on issues involving local law enforcement, emergency management agencies, public safety communication officials, fire departments, and the appropriate state agencies.
* (7) Work with local law enforcement to coordinate the School Resource Officer and ~~Coach Aaron Feis~~ Guardian programs for the district.
* (8) Conduct a school security risk assessment at each public school using the school security risk assessment tool developed by the Office of Safe Schools.
* (9) Timely report safety assessment findings and any school board action(s) to the Office of Safe Schools
* (10) Provide and monitor training opportunities for employees relative to District safety and security.
* (11) Plan and implement policies, procedures, training programs, drills, assessments, community partnerships and parent involvement.
* (12) Ensure staff and students are trained to mitigate, prevent and recover from disasters.
* (13) Establish and monitor progress toward program goals and objectives.
* (14) Develop and administer program budgets; monitor and approve program expenditures and prepare related reports.
* (15) Coordinate facilities security alarm and communication systems.
* (16) Seek, secure, administer or assist in administering grants for program and project funding.
* (17) Work with athletic directors and principals to monitor program compliance with applicable state and federal regulations.

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DIRECTOR OF SCHOOL SAFETY AND ~~OTHER ADMINISTRATIVE SERVICES~~
TITLE IX COORDINATOR (Continued)

Inter/Intra-Agency Communication and Delivery

* (18) Prepare the Florida Safe Schools Assessment (FSSAT)
* (19) Administer emergency preparedness, Emergency Operations Center coordination, disaster recovery, FEMA engagement including responsibilities for District implementations, reporting including storm shelter operations and National Incident Management System (NIMS) compliance.
* (20) Collaborate with outside agencies to ensure proper response in emergency situations; serve as liaison to FEMA in recovery efforts as needed; respond to and assist in emergency situations as appropriate.
* (21) Coordinate safety and security for approved special events.
* (22) Participate in the review of construction plans and specifications to ensure that safety and security needs are addressed.
* (23) Oversee district communication and alert systems.

Professional Growth and Development

* (24) Assist Safe and Drug Free Schools in the implementation of programs.
* (25) Promote and support the professional growth of self and others.
* (26) Keep well informed about current trends in assigned areas. .
(27) Assist in the development, implementation, and evaluation of staff development activities.
(28) Promote and support professional development for self and others.
(29) Attend meetings and conferences which promote professional growth and will benefit the District.

Systemic Functions

* (30) Performs general administrative work as required, including preparing correspondence, attending meetings, entering and retrieving computer data, copying and filing documents, preparing mail, ordering supplies.
* (31) Gather information and data or news releases and special publications relating to school/district activities and community health/safety concerns as directed.
* (32) Assist with developing and coordinating cooperative agreements, interagency agreements, and contracts with other agencies.
* (33) Provide periodic reports to the Superintendent and Leadership Team on matters pertaining to ~~equity~~, school safety ~~and~~ Title IX. ~~alternative placements.~~
* (34) Appear before the School Board as needed.

Leadership and Strategic Orientation

* (35) Provide leadership and coordination for the planning, development, implementation, and evaluation of ~~equity~~, safety & security programs and services.
* (36) Demonstrate initiative in recognizing needs or potential for improvement and take appropriate action.

DIRECTOR OF SCHOOL SAFETY AND ~~OTHER ADMINISTRATIVE SERVICES~~
TITLE IX COORDINATOR (Continued)

* (37) Use appropriate interpersonal styles and methods to guide individuals and groups to task accomplishment.
* (38) Model and maintain high standards of professional conduct.
* (39) Contribute to District planning activities, including setting goals and objectives and use of resources.
* (40) Follow attendance, punctuality and other qualities of an appropriate work ethic.
* (41) Shall assume additional responsibilities as assigned by the Superintendent.

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force as frequently as needed to move objects.

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

*Essential Performance Responsibilities

SCHOOL DISTRICT OF SUWANNEE COUNTY

Wellness Specialist Coordinator

JOB DESCRIPTION

QUALIFICATIONS:

(1) High School Diploma, including or supplemented by education, training, and/or experience in grants management field.
(2) Minimum of five (5) years job related managerial experience
(3) Proficient in standard business office software (Excel, Word, Office, PowerPoint, etc.)
(4) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Requirements are representative of minimum levels of knowledge, skills and/or abilities. To perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty successfully. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

- Operating knowledge of computer programs, including email, word processing, spreadsheets, and databases
- Ability to maintain accuracy of data in systems
- Ability to communicate effectively with a variety of audiences, orally and in writing, including electronic media
- Ability to organize, prioritize, manage and carry out duties efficiently and within established timeframes
- Ability to establish and maintain collaborative working relationships with all stakeholders

REPORTS TO:

Chief Financial Officer

JOB GOAL

Responsible for collaborating and communicating effectively with the District and the health and wellness centers. Communicate effectively with the onsite health and wellness centers personnel and district personnel to ensure accurate information and clear direction of efforts.

SUPERVISES:

Wellness Center Office Manager

PERFORMANCE RESPONSIBILITIES:

Service Delivery

*(1) Serve as the liaison between the District and onsite health and wellness center. Manage the day to day operations of the Wellness Center in conjunction with the current contracted health provider.
*(2) Communicate effectively with the onsite health and wellness center personnel and district personnel to ensure accurate information and clear direction of efforts.
*(3) Develop guidelines and best practices to establish consistency and efficiency with standard processes.

WELLNESS SPECIALIST COORDINATOR (Continued)

*(4) Monitor, audit, and oversee invoicing and payments for onsite health and wellness centers.
*(5) Generate, analyze, and audit reports to resolve discrepancies.
*(6) Assist with preparation and implementation of wellness budget, policies, and procedures.
*(7) Develop and maintain confidential records and reports, as required, to track and assess employee participation, program incentives, costs, and benefits to the company.
*(8) Maintain HIPPA Compliance.
*(9) Collaborate with onsite health and wellness center regarding the ordering and billing of maintenance requests.
*(10) Design informative and motivating presentations and training programs and report to the board quarterly.
*(11) Participate in development of short and long-range strategic planning related to all onsite health and wellness programs and operations.
*(12) Attend training workshops or meetings required by the District and current Insurance Broker to keep abreast of current technology and trends, new developments in the industry, best practices, government regulations, and legal requirements affecting the school system, and propose changes, if appropriate.
*(13) Provide customer and employee support as needed.
*(14) Participate on various committees relating to health and wellness.
*(15) Develop and execute promotions for District Wellness Program and onsite Wellness Center.
*(16) Performs other related duties as assigned.
*(17) Keep supervisor informed of potential problems or unusual events.
*(18) Respond in timely manner to inquiries and concerns.

Professional Growth and Improvement

*(19) Provide in-service training, as needed, to departments and schools as needed.
*(20) Be proficient in and model the use of technology to increase productivity and efficiency.
*(21) Participate successfully in the training programs offered to increase skill, proficiency, and character education related to assignment.
*(22) Maintain a network of peer contacts through professional organizations.
*(23) Attend training sessions, conferences, and workshops as assigned or appropriate to keep abreast of current practices, programs, and legal issues.

Systemic Functions

*(24) Represent the district in a positive and professional manner.
*(25) Prepare or oversee the preparation of all required reports and maintain all appropriate records.
*(26) Exhibit interpersonal skills to work as an effective team member.
*(27) Demonstrate support for the School District and its goals and priorities.

Leadership and Strategic Orientation

*(28) Provide leadership and direction to assigned areas.
*(29) Model and maintain high ethical standards.
*(30) Model the characteristics of citizenship and character education.
*(31) Set high standards and expectations and promote professional growth for self and others.

*(32) Utilize appropriate strategies and problem-solving skills to make decisions regarding planning, utilization of funds, delivering services and evaluation of services provided.

*(33) Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action.

WELLNESS SPECIALIST COORDINATOR (Continued)

*(34) Perform other tasks consistent with the goals and objectives of this position and as assigned.

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the district's approved compensation plan.
Length of the work year and hours of employment shall be those established by the district.
Classification: Confidential

EVALUATION:

Performance of this job will be evaluated annually in accordance with provisions of the Board's policy on evaluation of personnel.

SALARY SCHEDULE CONFIDENTIAL EMPLOYEES 2023-2024
SECRETARIAL AND OTHER PERSONNEL

REGULAR DUTY HOURS 8:00 AM - 4:30 PM

Years of Experience

LEVEL	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
5	31946	32032	32117	32223	32309	32393	32479	32585	32671	32747	33821	34862	35410	35933	36454
4	31946	31989	32032	32074	32117	32160	32192	33018	33844	34669	35786	36866	37451	37999	38549
3	31946	32117	32266	32436	32585	32751	33345	34397	35229	36055	37205	38314	38918	39489	40059
2	31946	32074	32193	33018	33844	34672	35493	36275	37125	37972	39169	40319	40955	41556	42158
1B	32591	33056	33590	34417	35249	36117	36928	37780	38608	39437	40674	41851	42513	43132	43750
1A	33887	34361	34883	35718	36554	37420	38226	39075	39885	40741	42003	43210	43893	44537	45184
1AA	35268	35786	36317	37143	37934	38809	39639	40471	41302	42134	44743	46007	46738	47419	48098
1C	44214	45423	46637	47852	49064	50280	51489	52703	53911	55127	56945	58520	59449	60320	61188
1D	61188	65151	66234	67317	68399	69481	70564	71646	72729	73811	74894	75977	77058	78141	79223
1E	40117	40636	41171	41993	42783	43660	44492	45321	46149	46982	49598	50954	51759	52520	53279
1	36913	37433	37965	38795	39581	40459	41289	42119	42951	43781	46433	47732	48487	49196	49905

CLASSIFICATION LEVEL

5

4

3 Administrative School Secretary/Confidential, Administrative Secretary IT

2

1B Administrative Secretary I, Operations Manager Transportation

1A Personnel Specialist, Administrative Support Specialist – Federal Programs

1AA Assistant Superintendents' Secretary, Asst. Textbook and Certification, Secretary for Administration, Employee Benefits Specialist

1C IT Specialist, Network Specialist, Software Specialist, Facilities Technology Technician, Assistant Coordinator of Food Service, Attendance Assistant, **Wellness Specialist Coordinator**

1D Supervisor/Payroll

1E Employee Benefits Specialist I; Operator, Risk Manager

1 Secretary to the Superintendent,

Normally upon appointment to a position, employee will be placed in step "0"; however, the Superintendent, upon consideration of pertinent factors, (educational backgrounds, prior experience, see job description), may approve placement into any of the succeeding steps. Thereafter, employee will progress to the succeeding step on July 1 of each year, provided he has performed satisfactorily for a minimum period of nine (9) months as of June 30.

All salaries are based on 12 months. Where employee is on less than 12 months, salary will be prorated on a monthly basis.

Loss of pay for any days not paid shall be on the basis of a daily rate with the daily rate deter-mined by dividing the salary by 196 for 10 months, 216 for 11 months, and 261 for 12 months.

Employees who hold a bachelor's degree from an accredited college or university as defined by the US Department of Education shall receive an advanced degree supplement of $175.00 per contract month worked, effective July 1, 2015.

Effective July 1, 2023-June 30, 2024 Adopted 06/13/2023 by the
SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064
386/647-4600
Ted L. Roush, Superintendent

Duties and Responsibilities of District Instructional Materials Review Committee

The District Instructional Materials Review Committee's ("District Review Committee") duties and responsibilities shall include the vetting, evaluating, narrowing down, and selecting of one or more instructional materials for presentation to the public and School Board thereafter for adoption.

Meetings of the District Review Committee convened for the purpose of ranking, eliminating, or selecting instructional materials for recommendation to the School Board must be noticed and open to the public in accordance with Florida Statute 286.011.

District staff shall be involved in this process, shall advise the District Review Committee, and shall ensure that the District Review Committee selects instructional materials for presentation to the public for comment and to the School Board thereafter for adoption that address the goals and objectives for adopted courses of study and the course descriptions established by state statute, State Board rules, and state and District performance standards.

Duties and Responsibilities include:

1. Recommend to the Superintendent instructional materials that address the goals and objectives for adopted courses of study.
2. Recommend to the Superintendent instructional materials that are from the State-adopted instructional materials list, if available.
3. Ensure that recommendations are in compliance with the requirements of s. 1006.31, F.S.

   Instructional materials recommended by each reviewer shall be, to the satisfaction of each reviewer, accurate, objective, balanced, noninflammatory, current, free of pornography, and material prohibited under s. 847.012, F.S., and suited to student needs and their ability to comprehend the material presented.

4. When recommending instructional materials, each reviewer shall:

   (a) Include only instructional materials that accurately portray the ethnic, socioeconomic, cultural, religious, physical, and racial diversity of our society.

   (b) Include only materials that accurately portray, whenever appropriate, humankind's place in ecological systems.

   (c) Include materials that encourage thrift, fire prevention, and humane treatment of people and animals.

   (d) Require, when appropriate to the comprehension of students, that materials for social science, history, or civics classes contain the Declaration of Independence and the Constitution of the United States. A reviewer may not

recommend any instructional materials that contain any matter reflecting unfairly upon persons because of their race, color, creed, national origin, ancestry, gender, religion, disability, socioeconomic status, or occupation or otherwise contradict the principles enumerated under s. 1003.42(3), F.S.

(e) When such instructional materials are for foundational reading skills, include only materials that are based on the science of reading and include phonics instruction for decoding and encoding as the primary instructional strategy for word reading.

5. Each reviewer has a responsibility to ensure that all instructional material recommended by the reviewer be aligned with state standards.

Please initial the following:

_____ I understand the duties and responsibilities associated with being a member of the District Instructional Materials Review Committee.

_____I understand that the instructional materials chosen must be aligned with state standards

_____I understand that I cannot accept any promise of future reward from any manufacturer of instructional materials.

Printed Name of Member: _____

Signature of Member: _____ Date: _____

THE SCHOOL DISTRICT OF SUWANNEE COUNTY
CURRICULUM AND INSTRUCTION DEPARTMENT

OBJECTION TO INSTRUCTIONAL MATERIALS ADOPTION

This form must be completed in its entirety. Incomplete forms will not be considered. Complainants must be either a parent of a SCSD student or a Suwannee County resident. Residents without students do not need to complete school or student information.

School #	School Name		Date
Author		Title	
☐ Textbook ☐ Workbook ☐ Online content ☐ Other			
Publisher *(if known)*			
Parent/Resident Initiating Request		Email Address	Phone Number
Street Address		City	State / Zip Code
Student #	Student First Name	Student Last Name	

To what do you object? *(Be specific; cite pages or parts) You may attach additional information if necessary*

Why do you object to this material?
Attach a clear and concise statement regarding why the materials should be removed or otherwise restricted.
Your statement must cite the supporting statute, rule, or caselaw that supports your request and include page numbers or other evidence.
**Florida Statutes 1006.31(2) and 1006.40(3)(c)*

For what age group would you recommend this material?

What are the strengths of this material?

Did you review the material in its entirety? ☐ Yes ☐ No

Have you met with a school or district administrator or representative regarding thisrequest? ☐ Yes ☐ No

What would you like the District to do about this material?

In its place, what material(s) of equal quality would you recommend that would convey as valuable a picture and perspective of our civilization?

_____ _____
Signature of Complainant *Date*

Specific Material Objection Form-Suwannee County

Part 1:

This form is for use by a parent or guardian of a student attending schools in the Suwannee County School District or a Suwannee County resident who is challenging specific library media center materials, classroom library materials, or classroom reading lists. This form must be utilized after discussing the objection with the principal of the school in which the material(s) is being used and the challenger remains dissatisfied.

Pursuant to Board Policy 4.13, this form must be used to object to the use of the library media center materials, classroom library materials, or classroom reading lists. To file a formal written objection the challenger will submit this form to the principal of the school in which the material(s) is being used. The form can be delivered to the school in person or mailed to the school. Mailing addresses are located on the school's websites.

Step 1: Informal Complaint at the School Level

A concerned parent/guardian of a student or a Suwannee County resident may request reconsideration of school library media materials, classroom library materials, or classroom reading lists. When a complaint is made, the school principal shall discuss the matter informally with the complainant explaining the selection procedures for library media materials and classroom library materials. If the complainant accepts the explanation given by the principal, the reconsideration process concludes. If the explanation fails to resolve the objections, the school principal will ask the complainant to file a formal written objection by completing the Specific Material Objection form.

Step 2: Formal Complaint at the District Level

The complainant must fully complete the Specific Material Objection form and submit the form to the school principal. Failure to do so results in the conclusion of the reconsideration process. Upon completion of the form, the school principal shall notify the Assistant Superintendent of Instruction and the Director of Curriculum and Instruction of the request. The school principal will forward copies of the completed form and any supporting documentation to above mentioned District personnel.

Step 3: District Level Review Committee

Upon receipt of the completed Specific Material Objection form, the District-level personnel shall forward copies to the appropriate District Level Review Committee members. The District Level Review Committee shall be composed of one representative of the general public, one principal from the level at which the complaint originated, and three school-level instructional staff. The challenged material shall be read and re-evaluated by the committee considering the specific objections raised. The committee shall report its recommendation to the Superintendent and the Assistant Superintendent of Instruction within fifteen (15) working days. The Superintendent or his or her designee will inform the complainant by certified mail and inform the school principal and school media specialist of the Committee's decision to retain or withdraw the challenged material.

Step 4: Board Level Appeal

If the complainant is dissatisfied with the District Review Committee's decision, a written appeal may be filed with the Superintendent for review by the School Board at its next regularly scheduled Board meeting. Failure of the complainant to file a written appeal within ten (10) days of the District Review Committee's decision will result in a conclusion of the reconsideration process and the District Review Committee's decision shall be final. If the written appeal is received within ten (10) days, the Board shall consider the decision of the District Review Committee and any other appropriate documentation or evidence presented. If the complainant wishes to offer any additional evidence, it must be submitted to the Superintendent for review by the Board no less than eight (8) day prior to the meeting at which the matter will be heard. The Superintendent or his or her designee will inform the complainant by certified mail and the school principal and media specialist of the Board's decision on any appeal. The decision of the School Board regarding appropriateness of a particular material shall be final.

Step 5: Special Magistrate

If the complainant disagrees with the determination of the School Board, a request to the Commissioner of Education to appoint a special magistrate is available. The complainant must complete the Parental Request for Appointment of a Special Magistrate form located on the Suwannee County School District's website.

Part II: Introduction

This form must be used by a parent or resident of this county, in conjunction with District policies and procedures, to submit an objection to the school board for the following material:

1. Materials used in a classroom in the District, **except** for instructional materials as defined in s. 1006.29(2), F.S. The process and forms to object to instructional materials can be found at https://www.suwannee.k12.fl.us/.

2. Materials made available to students in a school or classroom library.

3. Materials included on a school or classroom reading list.

4. Instructional Materials adopted and made available to students without the opportunity for public notice, review and hearing procedures by districts that implement their own instructional materials program under s. 1006.283, F.S.

Section 1: Parent or Resident Information

Check the box that applies to you. Check all that apply

☐ Parent/guardian of a student ☐ Resident of this county

First Name _____ Last Name _____

Address _____

City _____ State _____ Zip _____

County _____ Email _____

Phone number _____

Section 2: Information Regarding Material

Type of material: ☐ Book ☐ Non-print material ☐ Other (identify): _____

Title of material: _____

Author(s): _____ Publisher or Producer: _____

Copyright Date: _____ Grade level used: _____

Where is the material found: ☐ Media Center ☐ Classroom Library ☐ Reading List ☐ Other: _____

School(s) where material is found: _____

ISBN, if available: _____

Section 3: Basis for the Objection

Identify the basis for your objection:

☐ The material is pornographic.

☐ The material is prohibited under Section 847.012, F.S.

☐ The material depicts or describes sexual conduct as defined in Section 847.0019(19), F.S.

☐ The material is not suited to student needs and their ability to comprehend the material.

☐ The material is inappropriate for the grade level and age group for which it is used.

Section 4: Objection Specific Information

1. What brought this material to your attention?

2. Did you examine this material in its entirety? ☐ Yes ☐ No
   If not, what sections did you examine?

3. Identify the portion of the material objected to and why. *(You must be specific and provide page numbers, sections, or timestamps, as appropriate. You may attach additional information that does not fit within this form.)*

4. Is there any age or grade you would recommend this material? ☐ Yes ☐ No
   If yes, please specify: _____

5. Is there any value in this material?

6. What is your desired outcome for this material?

☐ Remove or discontinue use of material.

☐ Limit access to certain grade levels: _____

☐ Limit my child's access.

☐ Other: _____

Signature: _____ Date: _____

SCSB District Review Committee Checklist for Reconsideration of Library Media

Title: _____

Author: _____

Reviewer's Position: _____

A parent or resident of the county member may proffer evidence that any material used in a classroom, made available in a school library, or included in a reading list contains content that is: **(1)** is pornographic or prohibited under s. 847.012, F.S.; **(2)** depicts or describes sexual conduct as defined in s. 847.001(19), F.S., unless such material is for a course required by s. 1003.46, s. 1003.42(2)(n)1.g., or s. 1003.42(2)(n)3., F.S. or identified by State Board of Education rule; **(3)** is not suited to student needs and their ability to comprehend the material presented; or **(4)** is inappropriate for the grade level and age group for which the material is used. The below statutory definitions are provided for reference and assistance:

§ 847.012(5), F.S.
An adult may not knowingly distribute to a minor on school property, or post on school property, any material described in subsection (3).

§ 847.012(3), F.S.
A person may not knowingly sell, rent, or loan for monetary consideration to a minor:

(a) Any picture, photograph, drawing, sculpture, motion picture film, videocassette, or similar representation or image of a person or portion of the human body which depicts nudity or sexual conduct, sexual excitement, sexual battery, bestiality, or sadomasochistic abuse and which is harmful to minors; or

(b) Any book, pamphlet, magazine, printed matter however reproduced, or sound recording that contains any matter defined in s. 847.001, explicit and detailed verbal descriptions or narrative accounts or sexual conduct and that is harmful to minors.

§ 847.001(7), F.S.
"Harmful to minor" means any reproduction, imitation, characterization, description, exhibition, presentation, or representation, of whatever kind or form, depicting nudity, sexual conduct, or sexual excitement when it:

(a) Predominantly appeals to prurient, shameful, or morbid interest;

(b) Is patently offensive to prevailing standards in the adult community as a whole with respect to what is suitable material or conducts for minors; and

(c) Taken as a whole, is without serious literary, artistic, political, or scientific value for minors.

§ 847.001(19), F.S.
"Sexual conduct" means actual or simulated sexual intercourse, deviate sexual intercourse, sexual bestiality, masturbation, or sadomasochistic abuse; actual or simulated lewd exhibition of the genitals; actual physical contact with a person's clothed or unclothed genitals, pubic area, buttocks, or, if such person is a female, breast with the intent to arouse or gratify the sexual desire of either party; or any act or conduct which constitutes sexual battery or simulates that sexual battery is being or will be committed. A mother's breastfeeding of her baby does not under any circumstance constitute "sexual conduct."

1. **Could this work be considered offensive in any way due to (circle all that apply):**

profanity	brutality	language
sexual behavior	violence	cruelty
prurient behavior	aberrant behavior	political positions
drugs/alcohol	manner characters are presented	religion or portrayal of religious practices/ideologies

2. **Are questionable elements of this work an important part of the overall development of the story or text?**

   Yes No

   Explain your answer in a few sentences:

3. **This work is most suitable for which grades? (circle all that apply)**

Pre-K	K-2	3-5
6-8	9-12	None

4. **Taken as a whole, does this work have literary, artistic, political, or scientific value for the suggested audience?**

   Yes No

   Explain your answer in a few sentences.

5. **What is the overall purpose, theme, or message of the material?**

6. **Are the concepts presented in a manner appropriate to the ability and maturity level of the suggested audience?**

   Yes No

   Explain your answer in a few sentences.

7. **Are illustrations appropriate for the suggested audience's developmental age?**

   Yes No Not Applicable

8. **Will reading or listening to this work result in a more compassionate understanding of human beings?**

   Yes No

   Explain your answer in a few sentences.

9. **Does the work offer an opportunity to understand and better appreciate the aspirations, achievements, experiences, and problems of different cultures?**

   Yes No

Explain your answer in a few sentences.

10. NON-FICTION ONLY: Does the material contribute to the evolution of ideas and/or support State education standards?

Yes No

Explain your answer in a few sentences.

Reconsideration Ballot

Date: _____

Title: _____

Author: _____

Circle ONE option:

I vote to keep the title in all elementary, middle, and high school SCSB libraries

I vote to keep the title in middle and high school SCSB libraries

I vote to keep the title in middle school young adult (opt-in) and high school SCSB libraries

I vote to keep the title in high school SCSB libraries

I vote to remove the title from all SCSB libraries

Other (please explain below)

Suwannee County School District

Media Center/Classroom Library Book Access Form

This form is only required when a parent is seeking to restrict access to materials in the media center/classroom library.

By completing this Individualized School Media Center/Classroom Library Access Plan, I understand that I am opting to change the level of access to the school library for my child. This form must be completed for each child in the family.

School: _____ Pages Attached: _____

Date to begin: _____ Date to end: _____

Student Name: _____ Student Grade: _____

Parent(s) Name(s): _____

Parent preferred contact (phone/email/ or address): _____

As the parent of _____, I wish to take full responsibility for the materials my child checks out of the school media center during the _____ school year. I understand that it is my parental responsibility to explain these restrictions to my child. **I understand that it is my responsibility** to return this completed form with an attached list of titles/ topics/ authors that my child cannot access to the school Principal.

I understand that a note will be placed on my child's Destiny account regarding this Individualized School Media Center/ Classroom Library Access Plan.

_____ _____

Parent Signature Date