

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
February 14, 2023

AGENDA

Call to Order – Immediately following the Workshop

The Superintendent recommends approval to adopt the agenda.

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

a. 2022-2023 School Calendar (*Revised*) (pgs. 2-3)

2. The Superintendent recommends approval of the following contracts/agreements:
(Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2023-109 Amendment to 2022-2023 Dual Enrollment Articulation Agreement between the District Board of Trustees of North Florida College and the District School Board of Suwannee County (*Revised*) (NOTE: The original Contract #2023-02 remains in full force and effect, except as amended.) (pgs. 4-29)

#2024-01 Master Services Agreement between Windstream and the School Board of Suwannee County, Florida (*Revised/Renewal*) (pgs. 30-55)

#2024-02 Master Services Agreement between ENA Services LLC and the Suwannee County School Board, to provide phone and data connectivity services between Branford High School and the IT Department (*New*) (pgs. 56-80)

3. Expulsions.

a. Case #2021-2022-57: The Superintendent recommends expulsion of the student through the remainder of the 2022-2023 school year and all of the 2023-2024 school year. (*Final Action*)

b. Case #2223-13: The Superintendent recommends expulsion of the student through the remainder of the 2022-2023 school year and all of the 2023-2024 school year. (*Final Action*)

Adjourn



SUWANNEE COUNTY SCHOOL DISTRICT SCHOOL CALENDAR 2022-2023

MY CHANCE for High
Quality Education

July 2022					
July 1-29: Summer Work Schedule July 4: Holiday					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29

January 2023					
Jan 2: New Years' Holiday Jan 3: Teacher Work Day Jan 4: Students Return Jan 13: PD Day Jan 16: MLK Holiday	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30	31			

August 2022					
Aug 3-9: Pre-Planning Days Aug 10: First Day for Students Aug 22: PD Day	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30	31		

February 2023					
Feb 17: PD Day Feb 20: Presidents Day			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28			

September 2022					
Sept 5: Labor Day Holiday Sept 19: County PD Day				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

March 2023					
Mar 14: End of Quarter 3 (46 days) Mar 17: Teacher Work Day Mar 20-24: Spring Break Mar 27: PD Day Converted to Student Instructional Day Due to Storm			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	31

October 2022					
Oct 10: End of Quarter 1 (41 days) Oct 14: Teacher Work Day Oct 31: PD Day	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	31				

April 2023					
April 7: Good Friday Holiday April 17: PD Day	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28

November 2022					
Nov 11: Veterans Day Holiday Nov 21-25: Thanksgiving Break		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30		

May 2023					
May 29: Memorial Day Holiday May 30-31: Early Release May 31: End of Quarter 4 (46 days) May 31: Last Day for Students	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30	31		

December 2022					
Dec 16: Early Release Dec 16: End of Quarter 2 (41 days) Dec 19-30: Christmas Break				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

June 2023					
June 1: Post-Planning Day June 5-30: Summer Work Schedule				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30



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 02/23/2021
Revised 04/12/2022
Revised 06/14/2022
Revised 02/14/2023



SUWANNEE COUNTY SCHOOL DISTRICT
SCHOOL CALENDAR
2022-2023

MY CHOICE for High
Quality Education!

Pre-Planning: August 3 – 9, 2022

Post-Planning: June 1, 2023

NINE WEEK PERIODS AND REPORTING DATES

First nine weeks/term:

Progress reports will be distributed
End of first nine weeks/mid 1st term
Grade reports go out

Friday, September 9, 2022
Friday, October 10, 2022
Friday, October 21, 2022

Second nine weeks/term:

Progress reports will be distributed
End of second nine weeks/end of 1st term
Grade reports go out

Monday, November 14, 2022
Friday, December 16, 2022
Friday, January 6, 2023

Third nine weeks/term:

Progress reports will be distributed
End of third nine weeks/mid 2nd term
Grade reports go out

Friday, February 3, 2023
Tuesday, March 14, 2023
Friday, March 31, 2023

Fourth nine weeks/term:

Progress reports will be distributed
End of fourth nine weeks/end of 2nd term

Friday, April 14, 2023
Wednesday, May 31, 2023

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

TEACHERS' WORKDAYS

October 14, 2022	January 3, 2023	March 17, 2023
------------------	-----------------	----------------

PROFESSIONAL DEVELOPMENT (PD) DAYS (7.25 DAYS – EXCEPT **COUNTY PD DAY)

August 22, 2022	January 13, 2023	April 17, 2023
September 19, 2022**	February 17, 2023	
October 31, 2022		

HOLIDAYS 12-Months

July 4, 2022	December 19-23, 2022	February 20, 2023
September 5, 2022	December 29-30, 2022	March 20-22, 2023
November 11, 2022	January 2, 2023	April 7, 2023
November 21-25, 2022	January 16, 2023	May 29, 2023

HOLIDAYS Students

September 5, 2022	November 21-25, 2022	March 17-27, 2023
September 19, 2022	December 19-30, 2022	April 7, 2023
October 14, 2022	January 2-3, 2023	April 17, 2023
October 31, 2022	January 13-16, 2023	May 29, 2023
November 11, 2022	February 17-20, 2023	

TEACHER PAID HOLIDAYS (6)

Labor Day	Martin Luther King Jr. Day
Veterans Day	Presidents Day
Thanksgiving Day	Good Friday

- **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 02/23/2021
Revised 04/12/2022
Revised 06/14/2022
Revised 02/14/2023

AMENDMENT TO 2022-2023

DUAL ENROLLMENT ARTICULATION AGREEMENT BETWEEN

THE DISTRICT BOARD OF TRUSTEES OF NORTH FLORIDA COLLEGE

And

SUWANNEE COUNTY SCHOOL BOARD

This amendment updates **summer dual enrollment and qualifying to dual enroll in the course Strategies for Academic Success**. This amendment updates the **funding provision that delineates costs incurred by each entity** in the Dual Enrollment Articulation Agreement between the School Board and the College in reference to the Dual Enrollment Scholarship Program 1009.30, Florida Statutes (F.S.), and Rule 6A-20.0282, Florida Administrative Code (F.A.C.), Dual Enrollment Scholarship Program. This amendment updates **Appendix D Dual Enrollment Initial Eligibility and Placement** in reference to the updated statute Assessing College-level Communication and Computation Skills for Public Postsecondary Education 1008.30, Florida Statutes (F.S.).

3. A delineation of courses and programs available to students eligible to participate in dual enrollment.

For the purposes of the dual enrollment articulation agreement, the programs articulated under this agreement include:

A. Dual Enrollment Section 1007.271, Florida Statutes (2021)

1. Section 1007.271(1), Florida Statutes (2021), states "dual enrollment program is the enrollment of an eligible secondary student or home education student in a postsecondary course creditable toward high school completion and a career certificate or an associate or baccalaureate degree. A student who is enrolled in postsecondary instruction that is not creditable toward a high school diploma may not be classified as a dual enrollment student."
2. Students are permitted to enroll in these programs in fall, and spring, and summer terms during school hours and after school hours. In addition, eligible secondary school students shall be permitted to enroll in eligible courses regardless of delivery method. Any student so enrolled shall be exempt from the payment of registration, matriculation, and laboratory fees.
3. Part-time Dual Enrollment may take up to 11 credit hours per term.

4. A description of the process by which students and their parents exercise options to participate in the dual enrollment program.

The high school will promote the dual enrollment program by informing students and their parents about the ramifications of taking college credit courses while in high school. The high school will provide parents and students who may be eligible to take dual enrollment courses the eligibility criteria to apply and register for college courses. Students will be responsible for completing the dual enrollment applications and returning the completed application to the high school counselor. The high school counselor will submit dual enrollment applications to the NFC Dual Enrollment Coordinator. Students will register for classes through their high school counselor; they may not register online or directly through the College staff.

Application Process for New Dual Enrollment Students

Step 1: Meet with high school guidance counselor to determine dual enrollment options.

Step 2: Meet required assessment testing (Appendix D). Provide proof of enrollment in a Private School. Section 1007.271(2), Florida Statute (2021).

Step 3: Complete the NFC dual enrollment application and give to high school guidance counselor. Requires parent signature.

Step 4: The high school counselor will submit dual enrollment applications to the NFC Dual Enrollment Coordinator by August 1 for Fall 2022 and December 1 for Spring 2023. New student dual enrollment applications will only be accepted in the fall and spring terms. Completed applications will include the NFC application and test scores. The high school guidance will confirm the student has the appropriate class standing and test scores to be eligible for dual enrollment prior to forwarding the application to the College. The College will send Dual Enrollment Acceptance letters to the student's home address, email provided on the dual enrollment application, and the school guidance counselor's email. It is the student's responsibility to complete the admission process following the instructions in the letter.

Step 5: Meet with the high school guidance counselor to assist with choosing appropriate courses.

Step 6: Complete the NFC registration form that includes current unweighted high school GPA verification. Guidance counselor signature required. Counselor will submit form to NFC for registration during published registration period. Certain Career and Workforce Education (CWE) programs have a separate application process. See an Academic Advisor for details.

Step 7: The student should confirm registration by logging into their MyNFC account and checking their current registration in Banner.

Step 8: Complete college courses with a grade C or better.

Summer Dual Enrollment

Students are eligible to enroll in summer courses. New dual enrollment applications will not be accepted in the summer term. Graduating high school seniors are not eligible for dual enrollment during the summer under the dual enrollment program. If a high school senior chooses to enroll in summer courses, they must submit an NFC application and will be responsible for all tuition, fees, and instructional material.

Strategies for Academic Success

Students who do not meet the statutory eligibility requirements for dual enrollment with qualifying scores on a common placement test may dual enroll in the course Strategies for Academic Success. An unweighted high school GPA of 3.0 is required. Students who enroll in Strategies for Academic Success without qualifying scores on a common placement test must meet all eligibility requirements to continue dual enrollment the following term.

5. A list of any additional initial student eligibility requirements for participation in the dual enrollment program.

An eligible secondary student is defined in section 1007.271(2), Florida Statutes (2021), as a student who is enrolled in a Florida public school or a Florida private secondary school that is in compliance with section 1002.42(2), Florida Statutes (2021) and provides a secondary curriculum pursuant to section 1003.4282, Florida Statutes (2021). Confirmation of compliance must be provided to the College from the non-public institution. Evidence of compliance can be a letter attesting that the non-public school complies or the receipt of actual documentation, i.e., catalogs, etc.

Students must meet the following eligibility criteria:

- Students must achieve a minimum score for reading, writing, and math preparation through submission of appropriate placement test scores pursuant to Rule 6A-14.064 and Rule 6A-10.0315 Florida Administrative Code (F.A.C.). No student shall be enrolled in a college credit course on a dual enrollment basis unless the student has demonstrated adequate preparation through submission of appropriate placement test scores in reading, writing, and math, with the exception of the course Strategies for Academic Success. See Appendix D.

14. A funding provision that delineates costs incurred by each entity.

- Section 1007.271(21)(n), Florida Statutes (2021), Dual Enrollment Programs, requires school districts pay the standard tuition rate per credit hour to the College for dual enrollment instruction when the course is taken during the fall and spring term. The methodology for determining student cost is outlined in Appendix C. The School Board will not be responsible for payment of tuition or instructional material for courses taken during the summer term. The

College will seek reimbursement for summer term dual enrollment through the Dual Enrollment Scholarship Program, 1009.30, Florida Statutes. In order to submit a request for reimbursement through the Dual Enrollment Scholarship Program, section 1009.30, Florida Statutes, a postsecondary institution will be required to have an approved Dual Enrollment Articulation Agreement with each School District for which they intend to seek reimbursement on file with the Office of Articulation.

- A student participating in a dual enrollment program must meet the minimum eligibility requirements specified in section 1007.271, Florida Statutes.
- ~~The non-public secondary schools shall be held to the same statutory requirements regarding tuition payment to the College as the school districts.~~
- For fall and spring terms, an invoice will be sent to the school districts ~~and the non-public secondary schools~~ at the conclusion of the College term's verification of class attendance for each enrollment period. The invoice will reflect the total number of hours enrolled times the established tuition rate per credit hour as outlined in Appendix C. Payment is due upon receipt of the invoice.
- School districts ~~and non-public secondary schools~~ will not be invoiced for students who drop college classes during the prescribed drop/add period.
- ~~School districts and non-public secondary schools~~ will be invoiced for students who withdraw ("W" grade) during the withdrawal period as outlined in the academic calendar.
- The College application fee will not be assessed while students participate in the Dual Enrollment Program. However, the application fee will be assessed when students enter a degree program at North Florida College following graduation from high school.
- The choice of textbooks and instructional materials shall be a College responsibility with the actual selection being a function of the faculty teaching a specific course. ~~Upon approval of an adopted text(s) for a course, this adoption shall remain in effect for two full calendar years. In urgent cases, permission to discontinue a text at an earlier date may be granted by the appropriate College department chair.~~
- The School Board will provide the student with the required textbook(s) and other instructional materials for the fall and spring terms. The School Board will take ownership of the textbooks and other instructional materials at the time of purchase and will reuse the materials whenever possible in future dual enrollment courses, as long as they are required for such courses. The School Board is responsible for developing its own procedures for distributing textbooks in a timely manner for student use and for collecting textbooks upon the conclusion of the semester. The College will provide a list of required textbooks for each course on the College website at least 45 days prior to the start of the term.
- The College, through the Office of Dual Enrollment, will provide the School Board students with the required instructional material on a loan basis during the summer term. Students must return the loaned instructional material by the required due date each term. Items not returned by the student may result in cancellation or prevention of registration, per College procedure. Instructional material shall include, but not be limited to, textbooks, consumables, and online codes, section 1006.29(2), Florida Statutes. The School Board will collaborate with the Office of Dual Enrollment and assist with the distribution and collection of instructional material for the

summer term. The College will not reimburse the School Board, student, or parent for instructional material purchased outside of the College loan process.

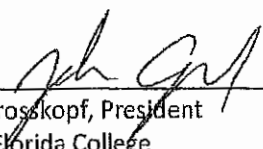
- Specialized programs and courses may have costs for expenses, such as exam fees, in addition to the required instructional material that will be the responsibility of the School Board in the fall and spring terms.
 - Consumable materials assigned for use with dual enrollment courses will be issued to students. The cost of these consumables will be included on the invoice sent to the school districts and ~~the non-public secondary schools~~ at the conclusion of the College term's verification of class attendance for each enrollment period in the fall and spring terms. Costs are outlined in Appendix C.
 - Costs associated with tuition and fees, including registration, and laboratory fees, will not be passed along to the student. All students are exempt from the payment of tuition and all fees, section 1007.271(2), Florida Statutes (2021).
-

Appendix D

Dual Enrollment Initial Eligibility and Placement

TEST		PERT	SAT	ACT	Next-Generation ACCUPLACER	
					Through July 2022	Since August 2022
READING		106	24	19	245	<u>256</u>
WRITING/ENGLISH		103	25	17	245	<u>253</u>
MATH	MAT 1033 MGF 1106 MGF 1107 STA 2023	114	24	19	242 (QAS)	<u>261</u> (QAS)
	MAC 1105	123	26.5	21	TBD	<u>TBD</u>

Combination of scores accepted. Scores that are more than two years old may not be used for initial placement, Florida Statute 1008.30. Rule 6A-10.0315 Demonstration of Readiness for College-Level Communication and Computation.



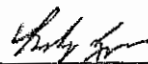
John Grosskopf, President
North Florida College

Date

1/23/2023

Ted Roush, Superintendent
Suwannee County School District

Date



Ricky Lyons, Chair
District Board of Trustees
North Florida College

Date

1/17/2023

Jerry Taylor, School Board Chair
Suwannee County School District

Date

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

2022-2023 DUAL ENROLLMENT ARTICULATION AGREEMENT BETWEEN

THE DISTRICT BOARD OF TRUSTEES OF NORTH FLORIDA COLLEGE

And

THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY

This agreement is entered into by and between the District Board of Trustees of North Florida College, Madison, Florida, hereinafter referred to as the "College," and the District School Board of Suwannee County, hereinafter referred to as the "School Board,"

WHEREAS, pursuant to section 1007.271, Florida Statutes (2021), each school district and the community college which serves it must enter into a dual enrollment articulation agreement; and

WHEREAS, the State Board of Education has promulgated SBE Rule 6A-10.024 providing for inter alia, the establishment of joint articulation programs and agreements for college-level instruction for high school students; and

WHEREAS, the parties hereto believe that the adoption of an articulation plan will provide enhanced learning opportunities for qualified students through the efficient use of the College's programs and resources;

NOW, THEREFORE,

The College and the School Board do hereby agree as follows:

There shall be an Articulation Council composed of no fewer than four members. The College representative shall be the Dean of Academic Affairs, the Director of Curriculum and Instruction, the Director of Dual Enrollment, and the Dual Enrollment Coordinator. The School Board representatives shall be the High School Principal, the Curriculum Coordinator, and the Guidance Counselor or designee.

The Articulation Council will submit the articulation agreement to the College President and the School District Superintendent for review and final approval prior to submission to the College Board of Trustees and to the School Board. Upon signature, the Agreement will be in effect until July 31, 2023. The Articulation Council will review the Dual Enrollment Articulation Agreement during the spring semester of each year. The Articulation Council will be responsible for recommending changes in the agreement to the College President and to the School District Superintendent.

The College President will designate the Office of Dual Enrollment as responsible for administrative oversight of the dual enrollment program. The responsibilities include registration, drop/add, attendance verification, and monitoring the program in general.

1. A ratification or modification of all existing articulation agreements.

This agreement shall be in effect from the date of entering into this agreement until July 31, 2023. It shall replace all previous dual enrollment articulation agreements between the parties. Any requested amendments to this agreement and academic calendar shall be made by the district's Superintendent to the College's Chief Academic Officer.

The School Board and the College also maintain a Sentinel Scholars Collegiate Academy Memorandum of Understanding that is a structured high school acceleration program in which a cohort of students is enrolled full time in postsecondary courses toward an association degree, section 1007.273, Florida Statutes (2021).

2. A description of the process by which students and their parents are informed about opportunities for student participation in the dual enrollment program.

It is the responsibility of the district schools to inform students of the availability of the dual enrollment program, requirements, and currently offered courses through educational planning and guidance process. Each school will advertise dual enrollment through a variety of methods. The district schools shall inform all eligible secondary students and their parents of dual enrollment as an educational option, including eligibility criteria and the process by which students and parents exercise their option to participate. The district schools will allow College personnel reasonable access to the schools and students for purposes of program information and dissemination. The district will provide staff to assist College personnel with facilities and requested instructional equipment.

The College shall work with the district schools to provide a live schedule of classes on the College website and will be available to communicate directly with parents and students about dual enrollment options. For information about NFC's Dual Enrollment program call the Office of Dual Enrollment at 850-973-1628 or 850-973-9490. The Office of Dual Enrollment will maintain the NFC Dual Enrollment website. The College will produce NFC Dual Enrollment promotional material. The College will mail information about dual enrollment to a list of qualified students provided by the School Board in the spring of each year. The College and the district schools will work collaboratively to provide annual information sessions as needed, in person or virtually, to parents and students interested in dual enrollment.

Minority enrollment is encouraged in dual enrollment programs. High school guidance counselor or designee will ensure that minority students are provided information about the dual enrollment program, including the advantages afforded students who register for college courses while in high school. Both the College and the school district hold a shared philosophy and desire to serve the goal of increasing minority enrollment in the dual enrollment program; therefore, at the school district's discretion, information about the dual enrollment program shall be provided to all students starting in middle school for the purpose of preparing students and their families for dual enrollment eligibility.

3. A delineation of courses and programs available to students eligible to participate in dual enrollment.

For the purposes of the dual enrollment articulation agreement, the programs articulated under this agreement include:

A. Dual Enrollment Section 1007.271, Florida Statutes (2021)

1. Section 1007.271(1), Florida Statutes (2021), states "dual enrollment program is the enrollment of an eligible secondary student or home education student in a postsecondary course creditable toward high school completion and a career certificate or an associate or baccalaureate degree. A student who is enrolled in postsecondary instruction that is not creditable toward a high school diploma may not be classified as a dual enrollment student."

2. Students are permitted to enroll in these programs in fall and spring terms during school hours and after school hours. In addition, eligible secondary school students shall be permitted to enroll in eligible courses regardless of delivery method. Any student so enrolled shall be exempt from the payment of registration, matriculation, and laboratory fees.

3. Part time Dual Enrollment may take up to 11 credit hours per term.

B. Early Admission Dual Enrollment Section 1007.271(10), Florida Statutes (2021)

Early admission is a form of dual enrollment through which eligible secondary students enroll in a post-secondary institution on a full-time basis (minimum of 12 credit hours and a maximum of 15 credit hours per term) in courses that are creditable toward the high school diploma and the associate degree. Students who wish to register for more than 15 credit hours per term need permission of the Dean of Academic Affairs. Those students are eligible to participate in high school athletics.

C. Career Dual Enrollment Section 1007.271(7), Florida Statutes (2021)

1. Career dual enrollment was established by the Legislature as a positive measure to expand the scope of the dual enrollment program. Students may take up to 330 vocational clock hours per term part time Career Dual Enrollment.

2. This type of dual enrollment shall be provided as a curricular option for eligible secondary students to earn industry certifications pursuant to section 1008.44, Florida Statutes (2021) which count as credits toward the high school diploma.

3. For 2022-2023, CWE (Career and Workforce Education) programs available for eligible secondary students are *Certified Production Technology and the CMS Correctional Basic Recruit Training Program. *Pending SACSCOC approval.

D. Career Early Admission Section 1007.271(11), Florida Statutes (2021)

Career early admission is a form of career dual enrollment through which eligible secondary students enroll full-time (330+ clock hours per term) in postsecondary programs leading to industry certifications, as listed in the CAPE Postsecondary Industry Certification Funding List. Students who wish to register for more than 480 vocational clock hours per term need permission of the Dean of Academic Affairs. "Participation in the career early admissions

program is limited to students who have completed a minimum of 4 semesters of full-time secondary enrollment, including studies undertaken in ninth grade" section 1007.271(11), Florida Statutes (2021). For 2022-2023, CWE (Career and Workforce Education) program available for eligible secondary students is the Early Childhood Professional Certificate (ECPC).

E. Early College Program Section 1007.273, Florida Statutes (2021)

The early college program is an option for public school students to enroll in a structured high school acceleration program in which a cohort of students is enrolled full time in postsecondary courses toward an associate degree. The early college program must prioritize courses applicable as general education core courses under section 1007.25, Florida Statutes (2021) for an associate degree or a baccalaureate degree.

North Florida College encourages students who wish to enroll in college credit courses to concentrate on general education courses. Students who intend to earn an Associate in Arts or Baccalaureate degree should carefully evaluate each course to determine its applicability to meeting degree requirements. College credit courses are defined as those courses that meet requirements for Advanced Technical Diplomas, College Credit Certificates, Associate in Arts, and Associate in Science.

Dual enrollment courses may be taken at the College or at the high school site or at any location where college courses are taught, subject to approval by the high school guidance counselor or designee. In addition, eligible secondary school students shall be permitted to enroll in eligible courses regardless of delivery method.

A list of courses available to students through dual enrollment is available at:

- Academic List: <https://www.fldoe.org/core/fileparse.php/5421/urlt/AcademicList.pdf>
- Career/Technical List: <https://www.fldoe.org/core/fileparse.php/5421/urlt/CareerTechList.pdf>

4. A description of the process by which students and their parents exercise options to participate in the dual enrollment program.

The high school will promote the dual enrollment program by informing students and their parents about the ramifications of taking college credit courses while in high school. The high school will provide parents and students who may be eligible to take dual enrollment courses the eligibility criteria to apply and register for college courses. Students will be responsible for completing the dual enrollment applications and returning the completed application to the high school counselor. The high school counselor will submit dual enrollment applications to the NFC Dual Enrollment Coordinator. Students will register for classes through their high school counselor; they may not register online or directly through NFC staff.

Application Process for New Dual Enrollment Students

Step 1: Meet with high school guidance counselor to determine dual enrollment options.

Step 2: Meet required assessment testing (Appendix D).

Step 3: Complete the NFC dual enrollment application and give to high school guidance counselor. Requires parent signature.

Step 4: The high school counselor will submit dual enrollment applications to the NFC Dual Enrollment Coordinator by August 1 for Fall 2022 and December 1 for Spring 2023. Completed applications will include the NFC application and test scores. The high school guidance will confirm the student has the appropriate class standing and test scores to be eligible for dual enrollment prior to forwarding the application to the College. The College will send Dual Enrollment Acceptance letters to the student's home address, email provided on the dual enrollment application, and the school guidance counselor's email. It is the student's responsibility to complete the admission process following the instructions in the letter.

Step 5: Meet with the high school guidance counselor to assist with choosing appropriate courses.

Step 6: Complete the NFC registration form that includes current unweighted high school GPA verification. Guidance counselor signature required. Counselor will submit form to NFC for registration during published registration period. Certain Career and Workforce Education (CWE) programs have a separate application process. See an Academic Advisor for details.

Step 7: The student should confirm registration by logging into their MyNFC account and checking their current registration in Banner.

Step 8: Complete college courses with a grade C or better.

The student is responsible for applying for admission and meeting admission requirements prior to the published deadlines. Incomplete applications will cause delays that may prevent registration into the desired course or program.

Dual enrolled students will be assigned the catalog year in which they were admitted while dual enrolled. If a dual enrolled student intends to graduate from NFC prior to or simultaneously with high school graduation, the College will determine graduation requirements based on the beginning date of the student's dual enrollment participation.

The district schools are responsible for ensuring completion of requirements for graduation from high school for students approved for early admission. The admission criteria and GPA requirements are the same as regular dual enrollment.

Maximum Course Load

- Dual Enrollment: up to 11 credits per term
- Early Admission Dual Enrollment: 12 – 15 credits per term
- Career Dual Enrollment: up to 330 clock hours per term
- Career Early Admission: 330+ clock hours per term

Withdrawing from Classes

2022-2023 Articulation Agreement – Suwannee

Students must contact their guidance counselor to withdraw from classes. The guidance counselor will submit the withdrawal with required signature to the Dual Enrollment Coordinator to withdraw a student from class. Withdrawing from a course after the drop/add period counts as an attempt and a final grade of "W" will be reflected on the student's NFC transcript.

Maximum Age for Participation in Dual Enrollment

The maximum age for participation in dual enrollment is 19. Student must not be over age 19 by the first day of fall semester to participate in dual enrollment for that academic year. With extenuating circumstances, students may appeal the maximum age limit by submitting a written request to the Dean of Academic Affairs. The decision of the Dean is final.

Students who enroll in college courses in the summer of their high school graduation must do so as degree seeking students rather than dual enrolled students unless the college course begins and ends prior to their high school graduation date and contributes to the requirements necessary for high school graduation.

Testing

For dual enrollment purposes, high school students may test in the NFC Testing Center or Live Oak Location. Set up an appointment by calling 850-973-9451 (NFC Testing Center) or 386-364-5093 (Live Oak Location) or emailing testing@nfc.edu. PERT Testing at the NFC Testing Center or Live Oak Location is limited to twice each semester. If ACT and ACT scores are used for placement, individual student score reports are now required. See Appendix D for minimum score requirements.

Grades

Dual enrollment courses must be weighted the same as Advanced Placement, International Baccalaureate, and Advanced International Certificate of Education courses when the GPA is calculated.

Dual enrollment courses become part of a student's permanent college transcript and are calculated into the student's permanent postsecondary GPA.

5. A list of any additional initial student eligibility requirements for participation in the dual enrollment program.

An eligible secondary student is defined in section 1007.271(2), Florida Statutes (2021), as a student who is enrolled in a Florida public school or a Florida private secondary school that is in compliance with section 1002.42(2), Florida Statutes (2021) and provides a secondary curriculum pursuant to section 1003.4282, Florida Statutes (2021). Confirmation of compliance must be provided to the college from the non-public institution. Evidence of compliance can be a letter attesting that the non-public school complies or the receipt of actual documentation, i.e., catalogs, etc.

Students must meet the following eligibility criteria:

- Be enrolled as a student in a Florida public or nonpublic secondary school (grades 6-12), or in a home education program. The College limits eligible students in grades 6-8 to one course per semester. The number of semester hours that an eligible student in grades 9-12 enrolls each term is at the discretion of the high school counselor. The College recommends that eligible

students in grades 9 and 10 limit coursework to two courses per semester and students in grades 11 limit coursework to three courses per semester.

- Achieve and maintain, with no exceptions, an unweighted 3.0 high school grade point average to enroll in college credit courses.
- Achieve and maintain, with no exceptions, an unweighted 2.0 high school grade point average to enroll in career dual enrollment courses.
- Students must achieve a minimum score for reading, writing, and math preparation through submission of appropriate placement test scores pursuant to Rule 6A-14.064 and Rule 6A-10.0315 Florida Administrative Code (F.A.C.). No student shall be enrolled in a college credit course on a dual enrollment basis unless the student has demonstrated adequate preparation through submission of appropriate placement test scores in reading, writing, and math. See Appendix D.
- Program admission requirements/exit requirements for CWE programs and other DE eligible limited access programs. The TABE can be exempted if the student meets cut score on a college placement test (ACT, SAT, PERT, or CPT). Students are responsible for costs for placement and/or exit tests.
- Cannot be scheduled to graduate prior to the completion of the dual enrollment course.
- Students may lose the opportunity to participate in the dual enrollment program if they are disruptive to the learning process. Procedure is outline in NFC's Student Handbook.

The high school guidance office is responsible for verifying that the student has earned the required scores on the proper placement test(s) in order to register for a specific course(s). The guidance counselor or designee at the high school will sign the registration form to verify that the student is eligible to take the dual enrollment course(s) and meets dual enrollment high school GPA requirements.

Students enrolling in dual enrollment courses must identify a postsecondary educational objective. The Office of Dual Enrollment will work closely with students, the high school guidance professionals, and NFC advisors in the development of student academic and education plans using DegreeWorks and Advising Plans.

6. A delineation of the high school credit earned for the passage of each dual enrollment course.

Any course that is contained within the common course numbering system shall be eligible if not specifically excluded by Florida Statute, State Board of Education Rule, District Board of Trustees Policy, or District Board of Education Policy. The high school credit awarded may be found in the 2022-2023 Dual Enrollment Course – High School Subject Area Equivalency List which is available at the Florida Department of Education website.

A list of courses available to students through dual enrollment is available at:

- Academic List: <https://www.fldoe.org/core/fileparse.php/5421/urlt/AcademicList.pdf>
- Career/Technical List: <https://www.fldoe.org/core/fileparse.php/5421/urlt/CareerTechList.pdf>

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.

7. A description of the process for informing students and their parents of college-level course expectations.

2022-2023 Articulation Agreement – Suwannee

The district schools and the College will work collaboratively to notify students and their parents of college-level courses expectations. The College requires all first-time dual enrollment students to attend a Dual Enrollment Orientation Session provided by the College. The College recommends all students be advised by an NFC academic advisor after earning at least 12 credit hours.

The College will inform students and parents of college-level course expectations using the course syllabus which is given to each student in each college-level course at the beginning of each semester. The Office of Academic Affairs shall determine course content in accordance with the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) criteria and select instructional materials. Course materials and class discussions may reflect topics not typically included in secondary courses which some parents may object to for minors. Courses will not be modified to accommodate variations in student age and/or maturity.

8. The policies and procedures, if any, for determining exceptions to the required grade point averages on an individual student basis.

The College does not allow exceptions to the GPA requirement as specified in section 1007.271, Florida Statutes (2021).

9. The registration policies for dual enrollment courses as determined by the postsecondary institution.

Students must complete their registration form with their high school guidance counselor. The form must be completed with all the required information about course reference numbers (CRNs). The completed registration forms will be given to the Dual Enrollment Coordinator who will register the students for the courses that are available at the time the form is received. Students with incomplete applications for admissions, which includes all required signatures, will not be allowed to register. Students will also not be registered if they are missing any other pertinent information, such as test scores. The deadline for qualifying scores for fall term is August 1. The deadline for qualifying scores for spring term is December 1. It is the responsibility of the high school to ensure that all student registrations and test scores are in the Office of Dual Enrollment prior to the published registration period. 2022-2023 registration deadlines are available on the College website.

The student should confirm registration by logging into their MyNFC account and checking their current registration in Banner.

The complete Academic Calendar can be found on the NFC website:
<https://www.nfc.edu/current-students/academic-calendar/>

A student may not be registered in one course and attend another course. Assuming valid reasons for a change from the course for which the student registered, the Drop/Add Form must be processed to reflect the actual situation; such paperwork must be processed immediately, not at the end of the term.

Dual enrollment courses may be taken at the College or at the high school site or at any site where college courses are taught, subject to approval by the high school guidance counselor.

10. Exceptions, if any, to the professional rules, guidelines, and expectations stated in the faculty or adjunct faculty handbook for the postsecondary institution.

The College does not make any exception to rules, guidelines, or expectations for faculty members.

Criteria for Accreditation:

The selection, development, and retention of competent faculty at all academic levels are of major importance to the educational quality of dual enrollment programs. The Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) criteria require that NFC provide evidence that it has employed faculty members qualified to accomplish the purposes of the program and the institution as well as fulfill the intent of SACSCOC accreditation guidelines. Faculty must meet the requirements of SACSCOC criteria for academic and professional preparation. According to SACSCOC, requirements for faculty teaching associate degree courses designed for transfer to a baccalaureate degree are as follows: doctorate or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (a minimum of 18 graduate semester hours in the teaching discipline). The credentials for all full-time and adjunct instructors in all programs will be maintained in the office of the Chief Academic Officer.

North Florida College will provide for the orientation, supervision, and evaluation of all full-time and adjunct instructors.

- The Director of Curriculum and Instruction, with the involvement of the appropriate department chair, will hold an orientation meeting for adjunct faculty. All adjunct faculty teaching dual enrollment courses are required to attend.
- The Director of Curriculum and Instruction will meet with or email the adjunct faculty at least once each term for the purpose of discussing and clarifying institutional policies and procedures as well as expectations.
- The Director of Curriculum and Instruction will partner the adjunct faculty member with a full-time faculty member in the same discipline who acts as a content "go to" person.
- The Director of Curriculum and Instruction will conduct periodic evaluations of the performance of adjunct faculty members. Such evaluations may include classroom visitations, assessment of instructional materials including tests and other measures of student progress, and student evaluations of instruction. These evaluations will be maintained in the Office of Academic Affairs.
- The faculty handbook is accessible through the NFC website. All faculty are expected to adhere to the professional guidelines, rules, and expectations therein.
- The student handbook is accessible through the NFC website. The student handbook is included in the College Catalog available on the College website and details add/drop and withdrawal policies, student code of conduct, grading policies, critical dates, etc. All faculty are expected to adhere to the professional guidelines, rules, and expectations therein.

Personnel Assignments:

- The Dean of Academic Affairs will be responsible for approving faculty to teach dual enrollment courses. The high school is responsible for providing the College Chief Academic Officer with the graduate transcripts of a resident faculty member that it desires to put forward as a possible teacher of NFC courses.
- The faculty assigned to teach dual enrollment courses will meet SACSCOC criteria. The College will collaborate with the School Board in making faculty appointments to teach dual enrollment

courses at the high school,

- School District personnel teaching dual enrollment classes on the high school campus during regular high school hours are paid for by the school district.
- There will be an orientation for instructors assigned to teach dual enrollment courses. This will be part of the College preplanning activities and will be directed by the Director of Curriculum and Instruction.
- The purpose of the orientation session will be to share important information and instructional materials that will support and enhance teaching effectiveness. Instructional effectiveness throughout the district remains a high priority for the College.

11. Exceptions, if any, to the rules, guidelines, and expectations stated in the student handbook of the postsecondary institution which apply to faculty members.

The College student handbook does not state any exception to rules, guidelines, or expectations for faculty members.

12. The responsibilities of the school district regarding the determination of student eligibility before participating in the dual enrollment program and the monitoring of student performance while participating in the dual enrollment program.

The high school will designate an individual responsible for serving as the contact person for dual enrollment. The high school will be responsible for the following administrative tasks:

- Identifying students who may be eligible for and benefit from dual enrollment.
- Verifying that the student is eligible to register for dual enrollment courses on the basis of documented placement test scores, high school GPA, and readiness for college.
- Ensuring that the student registrations are in the Office of Dual Enrollment in accordance with the published registration period.
- Assuring reasonable access to schools and students by College personnel for purposes of program information and dissemination.
- Providing staff to assist College personnel with facilities and requested instructional equipment.
- Responding to requests for transcripts for dual enrollment students in a timely manner.
- Providing students access to College adopted textbooks and instructional materials.
- Adhering to the College calendar. (Appendix B)

The evaluation of students and the assigning of grades are the prerogatives and responsibilities of the faculty member assigned to teach the class in which the students are enrolled. The method for determining the final course grade, including activities to be graded and their respective weighting shall be specified in the course syllabus and distributed to the student. Any unavoidable changes to the grading policies in the syllabus must be communicated in writing to each student in the course. Instructors may assign only those grades specified in the catalog. The instructor of record must assign all grades in a given course.

All faculty at the College send "early alerts" to academic advisors two times a semester when students are underperforming in class. The Dual Enrollment Coordinator will send the student and the high school

guidance office a copy of the unsatisfactory performance notice. If more information is needed, the Dual Enrollment Coordinator will contact the instructor.

If an emergency prevents the instructor from assigning final grades, the College department chair using original student records, course syllabus, and other appropriate information will assign final grades. Under such circumstances, a written explanation of the situation will be attached to the final grade roster.

Student who earn a grade of D, F, or WF will not be able to register the following semester. After a one semester "sit out," the student may register with the approval of the high school counselor or designee. Courses in which a grade of D, F, or WF is earned may be repeated one time for grade forgiveness if approved by the high school counselor or designee and if the college GPA is 2.0 or higher. All grades, including those forgiven, will remain on the College transcript and may be used for admissions and financial aid eligibility.

If a dual enrolled student withdraws from a college credit course and received the grade of "W," the high school guidance counselor or designee makes the determination whether or not the student registers the next term. Any student receiving a "W" grade in a course may repeat the course with the approval of the high school counselor or designee. Student are ineligible for dual enrollment if the college GPA is below 2.0 or unweighted high school GPA is below 3.0.

All grades, including "W" grades for withdrawal, count as course attempts and become part of the student's college transcript; they may affect subsequent postsecondary admission and financial aid. As dual enrolled, the student is limited to two attempts per course.

Eligible secondary students are entitled to participate in dual enrollment for a maximum of 70 credit hours. Students requesting to dual enroll in excess of 70 credit hours will be required to submit a written request to the Dean of Academic Affairs. The decision of the Dean is final.

Regular and consistent attendance facilitates student success. Absences beyond the equivalent of two weeks of class are considered to be excessive and thus may impact a student's course grade. Typically, two weeks of class would be four class meetings for a three-credit hour course on MW or TR. There are no "excused" absences. An absence is an absence, and students are responsible for material covered during their absence. In addition, if there is no verifiable participation within the first week of the term, the student will be dropped from the class for nonattendance. This includes all methods of delivery. CWE programs may have specific attendance policies. See course syllabi for specific information.

13. The responsibilities of the postsecondary institution regarding the transmission of student grades in dual enrollment courses to the school district.

The College will maintain official student records in the Office of the Registrar. The Office of Dual Enrollment will send student letter grades to the high school guidance office within ten (10) days of the last class day of the College term. This letter grade shall be posted to the high school transcript, section 1007.271(20), Florida Statutes (2021).

The College and School Board shall jointly assume responsibility for the implementation and enforcement of any rights and responsibilities that arise by the creation, maintenance, and use of any "records" and "reports" regarding any high school students enrolled in accordance with all applicable

laws, including but not limited to section 1002.22, Florida Statutes (2021). Each shall be responsible for "records" and "reports" maintained, housed, or stored by the respective Institutions.

14. A funding provision that delineates costs incurred by each entity.

- Section 1007.271(21)(n), Florida Statutes (2021), Dual Enrollment Programs, requires school districts pay the standard tuition rate per credit hour to the College for dual enrollment instruction. The methodology for determining student cost is outlined in Appendix C.
- The non-public secondary schools shall be held to the same statutory requirements regarding tuition payment to the College as the school districts.
- For fall and spring terms, an invoice will be sent to the school districts and the non-public secondary schools at the conclusion of the college term's verification of class attendance. The invoice will reflect the total number of hours enrolled times the established tuition rate per credit hour as outlined in Appendix C. Payment is due upon receipt of the invoice.
- School districts and non-public secondary schools will not be invoiced for students who drop college classes during the prescribed drop/add period.
- School districts and non-public secondary schools will be invoiced for students who withdraw ("W" grade) during the withdrawal period as outlined in the academic calendar.
- The College application fee will not be assessed while students participate in the Dual Enrollment Program. However, the application fee will be assessed when students enter a degree program at North Florida College following graduation from high school.
- The choice of textbooks and instructional materials shall be a college responsibility with the actual selection being a function of the faculty teaching a specific course. Upon approval of an adopted text(s) for a course, this adoption shall remain in effect for two full calendar years. In urgent cases, permission to discontinue a text at an earlier date may be granted by the appropriate college department chair.
- The School Board will provide the student with the required textbook(s) and other instructional materials. The School Board will take ownership of the textbooks and other instructional materials at the time of purchase and will reuse the materials whenever possible in future dual enrollment courses, as long as they are required for such courses. The School Board is responsible for developing its own procedures for distributing textbooks in a timely manner for student use and for collecting textbooks upon the conclusion of the semester. The College will provide a list of required textbooks for each course on the College website at least 45 days prior to the start of the term.
- Consumable materials assigned for use with dual enrollment courses will be issued to students. The cost of these consumables will be included on the invoice sent to the school districts and the non-public secondary schools at the conclusion of the college term's verification of class attendance. Costs are outlined in Appendix C.
- All students are exempt from the payment of tuition and all fees, section 1007.271(2), Florida Statutes (2021).

15. Any institutional responsibilities for student transportation, if provided.

The student, the parents of said student, or the School Board shall provide transportation.

16. Section 1007.271(25), Florida Statutes (2021), requires that the dual enrollment articulation agreement include services and resources that are available to students with disabilities who register for dual enrollment.

- The school guidance counselor or designee will ensure that qualified students with disabilities (including those who have Individual Education Plans or 504 Plans) are provided information about the dual enrollment program. The School District understands that the accommodations and modifications provided to the student under the IEP are not automatically provided in the postsecondary setting. The College cannot be held to the decisions of the IEP Committee. The College has a separate procedure for approving accommodations for students with disabilities. The school will refer the student and his/her parents to the Disability Resource Center on the College main campus and will provide copies of relevant documentation to the College. This contract serves as a release of information. IEP's may not be sufficient evidence. The School Board is responsible for all student testing to determine disabilities. Accommodations from the college will proceed upon completion of the intake with the parent and student and receipt of appropriate records.
- Accommodation provisions will be individually determined by the College according to Florida Statute and Florida Administrative Codes. The College agrees to arrange and provide accommodations for dual enrolled students receiving instruction at the College campus or one of its extension locations. The School District agrees to arrange and provide accommodations for dual enrolled students receiving instruction on the high school campus. The high school guidance counselor will ensure that the College determinations are followed at the high school campus. The School District is responsible to ensure that the student receives all accommodations determined by the College. If a high school student has a dedicated, paid staff member as an aid/assistant, the School District agrees to send that staff member with the student to the College classes. The College does not provide personal care attendants for students. Situations not covered by the above agreement will be discussed and decided on a case by case basis between the parties. NFC Disability Resource Center (DRC) 850-973-9403.

Appendix A

Dual Enrollment Eligible Degrees and Certificates

Associate In Arts Degree – A.A.

Associate In Science Degree – A.S.

Accounting Technology
Business Administration
Criminal Justice Technology
Emergency Medical Services
Engineering Technology

College Credit Certificates

Accounting Technology Management
Accounting Technology Operations
Accounting Technology Specialist
Business Operations
Human Resources Administrator
Criminal Justice Technology Specialist
Emergency Medical Technician (EMT-Basic)
Engineering Technology Support Specialist
Lean Manufacturing
Pneumatics, Hydraulics and Motors for Manufacturing
Medical Coder/Biller

Career and Workforce Certificates

*Certified Production Technology
Florida CMS Correctional Basic Recruit Academy
Early Childhood Professional Certificate (ECPC)

*Pending SACSCOC approval

Prior to enrolling in a certification program, it is the student's responsibility to meet with a College Academic Advisor to ensure the student meets all eligibility requirements of the program. See the NFC College Catalog for current information.

Appendix B**2022 - 2023 Academic Calendar
North Florida College****DRAFT ~ 2022 ~ 2023 Academic Calendar****TRADITIONAL TERM**

2022	Term I	Comments
August 15, 16	Faculty Planning Days	
August 17	Classes Begin	
Sept. 6	LABOR DAY Holiday	
Nov. 11	VETERANS DAY Holiday	
Nov. 23, 24, 26	THANKSGIVING Holidays	
Dec. 5	Classes End	
Dec. 6 - 9	Final Exams	
Dec. 13	Grades Due 2:00 a.m.	
Dec. 13, 15	Faculty Planning Days	
Dec. 15	Term Ends, Commencement	
2023	Term II	Comments
Jan. 3, 4	Faculty Planning Days	
Jan. 6	Classes Begin	
Jan. 16	MARTIN LUTHER KING Holiday	
Feb. 20	PRESIDENTS DAY Holiday	
March 13 - 17	SPRING BREAK	
April 20	Honors Convocation	
Apr. 24	Classes End	
Apr. 25 - 28	Final Exams	
May 2	Grades Due 2:00 a.m.	
May 2, 4	Faculty Planning Days	
May 4	Term Ends, Commencement	
2023	Term III	Comments
May 8	Classes Begin	
May 29	MEMORIAL DAY Holiday	
June 19	JUNETEENTH Holiday	***under consideration***
July 4	INDEPENDENCE DAY Holiday	
July 20	Classes End	
July 24 & 26	Final Exams	
July 26	Grades Due. Term Ends	

NON-TRADITIONAL TERMS (e.g. Weekend College, Mini-masters)

Mini A ~ Dates TBD

Mini B ~ Dates TBD

Commercial Vehicle Driving ~ Dates TBD, classes on Fridays, Saturdays, and Sundays

Public Safety ~ Open Entry/Open Exit

INFO ONLY

SCSB 2023-02 (REVISED/RENEWAL)

Appendix C

**2022 - 2023 Academic Year
North Florida College
Dual Enrollment Cost**

Taught on NFC Campus by NFC Instructor **\$71.98/credit hour/vocational credit hour**

Taught on School Board Campus by NFC Instructor	\$71.98/credit hour/vocational credit hour
--	---

Video Conference Delivery from NFC Campus to High School Campus

Instructional Cost	\$71.98
--------------------	---------

Less Public School Instructional Cost for Facilitator	\$21.16
-((\$17.04 * 15 weeks)/13)*\$1.0765)	

Total Cost \$50.82/credit hour/vocational credit hour

Consumable Materials for EMT	
Background check and fingerprinting	60.00
Materials	156.00
Total	\$ 216.00*

*Evaluated annually. Pending NFC Board approval.

INFO ONLY

SCSB 2023-02 (REVISED/RENEWAL)

Consumable Materials for Florida CMS Correctional Basic Recruit Training Program	
Introduction to Corrections (CJK-0300)	5.00
Communications (CJK-0305)	5.00
Officer Safety (CJK-0310)	5.00
Facilities and Equipment (CJK-0315)	5.00
Intake and Release (CJK-0320)	5.00
Supervising in a Correctional Facility (CJK-0325)	5.00
Supervising Special Populations (CJK-0330)	5.00
Responding to Incidents and Emergencies (CJK-0335)	5.00
CMS First Aid for Criminal Justice Officers (CJK-0031)	35.00
CMS Criminal Justice Firearms (CJK-0040)	600.84
CMS Criminal Justice Defensive Tactics (CJK-0051)	85.00
Officer Wellness and Physical Abilities (CJK-0340)	5.00
Uniforms and Books	182.81
Background check and Fingerprinting	60.00
Total	\$1008.65*

*Evaluated annually. Pending NFC Board approval.

Consumable Materials for Certified Production Technology	
Solid-Works Access Fee	42.00
MSSC Registration Fee	60.00
PSAV Activity Fee	5.00
Accidental Insurance	6.00
Supply Fees (tooling supplies, glasses, cutting fluid gloves, aprons, flash drives, CNC consumables, 3D printer filament)	100.00
Certification Exams (\$45.00 X 4)	180.00
Total	\$393.00*

*Evaluated annually. Pending NFC Board approval.

**Pending SACSCOC approval.

Appendix D
Dual Enrollment Initial Eligibility and Placement

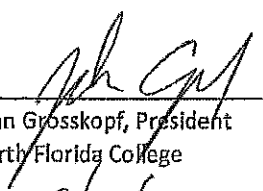
Dual Enrollment Initial Eligibility 2022-2023					
		PERT	ACT	SAT	Accuplacer
Reading		106	19	24	245
Writing/Language/English		103	17	25	245
Math	MAT 1033 MGF 1106 MGF 1107 STA 2023	114	19	24	(QAS) 242
Math	MAC 1105	123	21	26.5	TBD

*Combination of scores accepted. Scores that are more than two years old may not be used for initial placement 1008.30, Florida Statutes (2021). Rule 6A-10.0315 Common Placement Testing and Instructions and Rule 6A-14.064 College Credit Dual Enrollment. High school students must meet minimum reading, writing, and math scores to dual enroll.

INFO ONLY

SCSB 2023-02 (REVISED/RENEWAL)

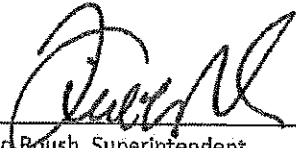
We, the undersigned representatives of North Florida College and the District School Board of Suwannee County, agree to the terms of the program specific component of this Dual Enrollment Articulation Agreement.



John Grosskopf, President
North Florida College

Date

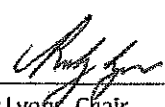
8/18/2022



Ted Boush, Superintendent
Suwannee County School District

Date

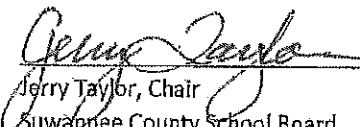
APR 26 2022



Ricky Lyons, Chair
District Board of Trustees
North Florida College

Date

8/16/22



Jerry Taylor, Chair
Suwannee County School Board

Date

APR 26 2022


"Approved as to Form and Sufficiency
BY _____

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

Windstream

MASTER SERVICES AGREEMENT

The **MASTER SERVICES AGREEMENT** (the "*Agreement*") effective as of July 1, 2023, by and between Windstream Holdings II, LLC ("Windstream"), and School Board of Suwannee County, Florida, ("SCSB").

Windstream has submitted a service agreement (Exhibit A) to SCSB for the delivery of certain Internet-related services. Windstream and the lease of or access to certain equipment to SCSB for its schools. Windstream and SCSB contemplate that funding for a substantial portion of the fees payable by SCSB to Windstream for such services and equipment will be provided by the Schools and Libraries Universal Service Support Mechanism, a federal government program commonly referred to as E-rate ("*E-rate*"), which is administered for the Federal Communications Commission by the Schools and Libraries Division ("*SLD*") of the Universal Service Administrative Company. SCSB wishes to accept Windstream's proposal and to engage Windstream on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties do hereby represent, warrant, covenant and agree as follows:

1. DELIVERY OF SERVICES. SCSB hereby engages Windstream to provide during the term (as defined below) the services listed in Exhibit A attached hereto under the heading Services Provided (collectively, the "*Services*:"), at the District building and all locations and/or schools within the school district (collectively, the "*Service Locations*"). Windstream hereby accepts such engagement on the terms and conditions set forth herein. Nothing in Exhibit A supersedes this Master Agreement.

2. TERM.

2.1 The initial term (the "*Initial Term*") of this Agreement with respect to the provision of the Services and the lease of Phone and Internet related services shall be for a period of 5 (five) years, beginning on July 1, 2023 (the "*Commencement Date*"), and ending on the day prior to the anniversary of the Commencement Date, unless sooner terminated in accordance with the terms and conditions as herein set forth.

3. PAYMENTS TO WINDSTREAM

3.1 For and in consideration of Windstream's delivery of the Services and the access to the Leased Access Hosting Environment in accordance with the terms of this Agreement, SCSB shall pay to Windstream, each year during the Term, the amount set forth in Exhibit A, as adjusted in accordance with Section 5.4 hereof (the "*Annual Payment*"). SCSB shall be responsible to pay to Windstream any and all portions of the Annual Payment not funded by SLD, whether by mistake or otherwise.

3.2 With respect to the Initial Term, the portion of the total annual cost of service not funded by, or predicted to not be funded by, the SLD shall be due and payable to Windstream on or

around the contract commencement date, regardless of the SCSB's receipt of the SLD Funding Commitment.

4. REPRESENTATIONS, WARRANTIES, DISCLAIMERS AND COVENANTS OF WINDSTREAM.

4.1 Windstream hereby represents and warrants to SCSB that Windstream has good and marketable title to Windstream and its related components, and that Windstream is authorized to enter into this Agreement, to provide the Services as provided for in this Agreement, and to provide access to the Leased Access Hosting Environment.

4.2 Windstream shall, at its own expense, repair, maintain and, if necessary, replace any or all network equipment in order to maintain reliable and consistent internet access by SCSB.

4.3 Windstream shall render the services under this Agreement in accordance with all federal, state, and local laws, including, but not limited to, the Family Educational Rights and Privacy Act, Civil Rights laws, E-Verify, Florida Statutes, and Board of Education policies and procedures. Windstream further agrees it will indemnify and hold SCSB, its agents, servants and successors harmless from any claims asserted against SCSB arising out of Windstream's violation of FERPA or a violation of SCSB's policies and procedures, including for any costs and attorney's fees incurred by SCSB in defending such claims. While performing services under this Agreement, Windstream agrees to refrain from harassment and discrimination on the basis of race, age, color, religion, sex, disability, marital status, ancestry or national origin.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SCSB.

5.1 SCSB hereby represents and warrants to Windstream as follows:

(a) SCSB has all requisite power and authority to execute and deliver this Agreement and perform its obligations under this Agreement. The execution and delivery of this Agreement by SCSB and the consummation by SCSB of the transactions contemplated hereby have been duly authorized by SCSB, and no other proceedings on the part of SCSB are necessary to authorize this Agreement and the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by SCSB and constitutes a legal, valid and binding agreement of SCSB, enforceable against SCSB in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and except as may be limited by general principles of equity. SCSB has complied in full with all applicable public bidding and other applicable legal requirements with respect to this Agreement and the transactions contemplated hereby.

(b) SCSB has sufficient appropriations and other funds available to it to pay all amounts due hereunder for its current fiscal period, including the Annual Payment for the initial Term.

6. INDEMNIFICATION.

6.1 SCSB agrees to indemnify and hold Windstream , its agents, servants and successors harmless for any claims, costs, losses or damages caused by or arising out of SCSB's willful or negligent acts or omissions related to the performance of any duties required by this Agreement.

6.2 Windstream agrees to indemnify and hold SCSB, its board of education, agents, servants and successors harmless for any claims, costs, losses or damages arising out of or caused by Windstream's willful or negligent acts or omissions related to the performance of any duties required by this Agreement.

7. TERMINATION.

7.1 Any obligations incurred by SCSB pursuant to this Agreement shall be paid from funds allocated for this purpose and the SCSB agrees to act in good faith in budgeting funds to pay its obligations under this agreement. Notwithstanding any other provision of this Agreement, if funds anticipated for the continued fulfillment of this Agreement are at anytime not forthcoming or insufficient, as determined in the discretion of the SCSB, then SCSB shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.

7.2 Either party may terminate this Agreement for material breach of the contract. Prior to termination, the non-breaching party must give the breaching party written notice of its intent to terminate. If the breaching party cures the breach to the satisfaction of both parties within five (5) working days of the issuance of written notice, the contract will not be terminated. In the alternative, either party may terminate this Agreement without cause with thirty (30) days written notice.

7.3 At the time of termination, any amount paid by the SCSB, but not yet earned by Windstream will be returned to the SCSB on a pro rata basis. The SCSB will pay Windstream for any noncancellable obligations and services performed prior to the termination date.

8. MISCELLANEOUS.

8.1 Prior to commencement of work for SCSB, Windstream shall provide to SCSB a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the federal work authorization program. Federal work authorization program means the E-Verify Program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor. Windstream shall also provide SCSB a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

8.2 All notices and other communications hereunder shall be in writing and shall be deemed to have been given only if and when: (1) personally delivered; or (2) three business days after mailing, postage prepaid, by certified mail; or (3) when delivered (and receipted for) by an overnight delivery services; or (4) when delivered by facsimile transmission for which automatic confirmation has been received, addressed in each case as follows:

If to SCSB, to:

School Board of Suwannee County, Florida

Attn: Josh Williams, Director of Information Technology

1740 Ohio Avenue, South

Live Oak, FL 32064

Telephone: 386-647-4103

Fax: 386-364-3576

CC: School Board of Suwannee County, Florida

Attn: Ted L. Roush, Superintendent of Schools

1740 Ohio Avenue, South

Live Oak, FL 32064

Fax: 386-364-2635

Telephone: 386-647-4604

If to Windstream, to:

Windstream

P.O. BOX 698

ALACHUA, FL 32615

FAX: 330-486-3141

A party may change its address by written notice, given in accordance with this Section, to the other party.

8.5 All covenants, agreements, representations, and warranties made herein or any certificate or instrument delivered to the parties pursuant to this Agreement shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

8.6 All waivers and consents given hereunder shall be in writing. No waiver by any party of any breach or anticipated breach of any provision hereof by the other party shall be deemed a waiver of any other contemporaneous, preceding or succeeding breach or anticipated breach, whether or not similar, on the part of the same or the other party.

8.7 This Agreement, including the exhibits and appendices hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified, amended

or terminated except by a written instrument specifically referring to this Agreement signed by each of the parties or as otherwise provided in this Agreement.

8.8 No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party to this Agreement by any court or other governmental or judicial authority by reason of such party's having or being deemed to have structured or dictated such provisions.

8.9 Each of the parties agree that this Agreement will fully bind and inure to the benefit of the parties hereto and their respective successors and assigns.

8.10 All conditions of the obligations of the parties, and all undertakings herein, except as otherwise provided by a written consent, are solely and exclusively for the benefit of the parties and their permitted successors and assigns, and no other person or entity shall have standing to require satisfaction of such conditions or to enforce such undertakings in accordance with their terms or be entitled to assume that any party will refuse to complete the transactions contemplated hereby in the absence of strict compliance with any or all thereof, and no other person shall, under any circumstances, be deemed a beneficiary of such conditions or undertakings, any or all of which may be freely waived in whole or in part, by mutual consent of the parties at any time, if in their sole discretion they deem it desirable to do so.

8.11 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.

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.

8.12 The Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.13 In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

8.14 This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one instrument.

8.15 Windstream certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 14th day of February, 2023.

SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA

By: _____

Name: Jerry Taylor

Title: Chairman

ATTEST: _____

Name: Ted L. Roush

Title: Superintendent of Schools

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

Windstream Holdings II, LLC

By: _____

Name: Danette Canfield

Title: Representative

AMENDMENT TO WINDSTREAM AGREEMENT

This AMENDMENT ("Amendment") effective as of the latter of the signature dates below, amends the Agreement, in addition to any and all related addenda or amendments (collectively, the "Agreement"), by and between Suwannee County School District ("Customer") and the Windstream legal entity(ies) providing the Service to Customer, as identified on Customer's bill ("Windstream").

TERMS OF AMENDMENT

Windstream and Customer hereby agree to amend the Agreement by moving, adding or changing Services at an existing Service location or adding a new Service location, as identified in Quote# 2547499, attached hereto and hereby incorporated into the Agreement. The Services to be provided at such Service locations and rates for the same are also set forth in the Quote, along with other applicable terms and conditions.

Except as modified by this Amendment, the terms and conditions set forth in the Agreement remain unchanged. All amended Services are subject to the Term stated on the Quote.

IN WITNESS WHEREOF, this Amendment is hereby duly executed by an authorized representative of each Party hereto.

Suwannee County School District

AUTHORIZED REP.
(PRINTED NAME): **Ted L. Roush**

SIGNATURE:

TITLE: **Superintendent of Schools**

DATE: _____

WINDSTREAM

AUTHORIZED REP.
(PRINTED NAME): _____

SIGNATURE:

TITLE: _____

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"

Exhibit A



SERVICE AGREEMENT

Account Summary

Customer Name	Suwannee County School District
Quote #	2547499
Windstream Kinetic Representative	Danette Canfield
Contract Term Length	60 Months
Effective Date	January 5, 2023
MMF	\$0.00

Summary of Charges (Total for All Locations)

Product	Monthly Recurring Charges	One-Time Charges
Internet Service	\$1,616.00	\$0.00
Services	\$96.00	\$0.00
Total	\$1,712.00	\$0.00

Service Agreement Summary

This Service Agreement is subject to and controlled by the Kinetic Business By Windstream Service Terms and Conditions and the service-specific terms and conditions located at <https://www.windstream.com/about/legal/kinetic-business-terms-and-conditions>, including how such terms may be modified from time to time, and all of which are hereby incorporated herein by reference. By your signature you warrant that you have read, understand and agree to the Service Agreement and Kinetic Business By Windstream Service Terms and Conditions and applicable service-specific terms and conditions, and acknowledge that you are authorized to sign this Service Agreement and order the Service(s) as outlined herein.

CUSTOMER

WINDSTREAM

Signature:

Signature:

Printed Name: Ted L. Roush

Printed Name:

Title: Superintendent of Schools

Title:

Date:

Date:

This offer is voidable by Windstream if not signed and returned by 2/19/2023.

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"

Quote #: 2547499 v. 2

Windstream

Exhibit A



SERVICE AGREEMENT

Location Summary

Location Name	Monthly Recurring Charges	One-Time Charges	Credits
SUWANNEE CO SCHOOL BOARD	\$1,712.00	\$0.00	\$0.00

Location Detail

Location Name	SUWANNEE CO SCHOOL BOARD	Account Number	200160091
Location Address	1740 Ohio Avenue, South , LIVE OAK, FL 32064	Service Order Type	Existing Customer

Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$1,712.00

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Internet Service			\$1520.00
Ethernet	1	Included	
Internet Service (10,000.0 Mbps)	1	Included	
STATIC IP BLOCK OF 64	1	\$96.00	\$96.00
Services			
ADDITIONAL IP ADDRESSES	1	\$96.00	\$96.00
		Total	\$1,712.00

Windstream

MASTER SERVICES AGREEMENT

The **MASTER SERVICES AGREEMENT** (the "*Agreement*") effective as of July 1, 2023~~2020~~, by and between Windstream Holdings II, LLC ("*Windstream*"), and School Board of Suwannee County, Florida, ("*SCSB*").

Windstream has submitted a service agreement (Exhibit A) to SCSB for the delivery of ~~certain proposal to SCSB for the delivery of certain Phone and Internet related services~~. Windstream ("*Windstream*") and the lease of or access to certain equipment to SCSB for its schools. Windstream and SCSB contemplate that funding for a substantial portion of the fees payable by SCSB to Windstream for such services and equipment will be provided by the Schools and Libraries Universal Service Support Mechanism, a federal government program commonly referred to as E-rate ("*E-rate*"), which is administered for the Federal Communications Commission by the Schools and Libraries Division ("*SLD*") of the Universal Service Administrative Company. SCSB wishes to accept Windstream's proposal and to engage Windstream on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties do hereby represent, warrant, covenant and agree as follows:

1. **DELIVERY OF SERVICES.** SCSB hereby engages Windstream to provide during the term (as defined below) the services listed in Exhibit A attached hereto under the heading Services Provided (collectively, the "*Services*"), at the District building and all locations and/or schools within the school district (collectively, the "*Service Locations*"). Windstream hereby accepts such engagement on the terms and conditions set forth herein. Nothing in Exhibit A supersedes this Master Agreement.

2. **TERM.**

2.1 The initial term (the "*Initial Term*") of this Agreement with respect to the provision of the Services and the lease of Phone and Internet related services shall be for a period of 3 (three) years, beginning on July 1, 2023~~2020~~ (the "*Commencement Date*"), and ending on the day prior to the anniversary of the Commencement Date, unless sooner terminated in accordance with the terms and conditions as herein set forth~~June 30, 2023~~.

3. **PAYMENTS TO WINDSTREAM**

3.1 For and in consideration of Windstream's delivery of the Services and the access to the Leased Access Hosting Environment in accordance with the terms of this Agreement, SCSB shall pay to Windstream, each year during the Term, the amount set forth in Exhibit A, as adjusted in accordance with Section 5.4 hereof (the "*Annual Payment*"). SCSB shall be responsible to pay to Windstream any and all portions of the Annual Payment not funded by SLD, whether by mistake or otherwise.

3.2 With respect to the Initial Term, the portion of the total annual cost of service not funded by, or predicted to not be funded by, the SLD shall be due and payable to Windstream on or

around the contract commencement date, regardless of the SCSB's receipt of the SLD Funding Commitment.

~~3.3 With respect to any and all Renewal Terms, each such year beginning one year following the previous term's commencement date, the Annual Payment shall be due and payable to Windstream on the commencement date of each such year.~~

~~3.4 The Annual Payment may be adjusted as of the first day of any Renewal Term (the "Adjustment Date") so that the Annual Payment may be adjusted by the percentage change of the Consumer Price Index ("CPI") as measured from the CPI published for January in the calendar year of the Commencement Date to the CPI published for January in the calendar year of the Adjustment Date. For purposes of this calculation, the CPI used shall be the Consumer Price Index - U.S. City Average for Urban Wage Earners and Clerical Workers, all items (1982-1984 = 100) published by the United States Department of Labor, Bureau of Labor Statistics, or in the event such index shall no longer be published, such replacement or similar index as Windstream may choose in its reasonable discretion. Any such adjustment will be included in the renewal agreement signed by both parties.~~

~~3.5 All fees and charges for internet services are fully declared and stated within Exhibit B. Exhibit B shall serve as the Item 21 Attachment for SLD purposes.~~

4. REPRESENTATIONS, WARRANTIES, DISCLAIMERS AND COVENANTS OF WINDSTREAM.

4.1 Windstream hereby represents and warrants to SCSB that Windstream has good and marketable title to Windstream and its related components, and that Windstream is authorized to enter into this Agreement, to provide the Services as provided for in this Agreement, and to provide access to the Leased Access Hosting Environment.

4.2 Windstream shall, at its own expense, repair, maintain and, if necessary, replace any or all network equipment in order to maintain reliable and consistent internet access by SCSB.

4.3 Windstream shall render the services under this Agreement in accordance with all federal, state, and local laws, including, but not limited to, the Family Educational Rights and Privacy Act, Civil Rights laws, E-Verify, Florida Statutes, and Board of Education policies and procedures. Windstream further agrees it will indemnify and hold SCSB, its agents, servants and successors harmless from any claims asserted against SCSB arising out of Windstream's violation of FERPA or a violation of SCSB's policies and procedures, including for any costs and attorney's fees incurred by SCSB in defending such claims. While performing services under this Agreement, Windstream agrees to refrain from harassment and discrimination on the basis of race, age, color, religion, sex, disability, marital status, ancestry or national origin.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SCSB.

5.1 SCSB hereby represents and warrants to Windstream as follows:

(a) SCSB has all requisite power and authority to execute and deliver this Agreement and perform its obligations under this Agreement. The execution and delivery of this Agreement by SCSB and the consummation by SCSB of the transactions contemplated hereby have

been duly authorized by SCSB, and no other proceedings on the part of SCSB are necessary to authorize this Agreement and the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by SCSB and constitutes a legal, valid and binding agreement of SCSB, enforceable against SCSB in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and except as may be limited by general principles of equity. SCSB has complied in full with all applicable public bidding and other applicable legal requirements with respect to this Agreement and the transactions contemplated hereby.

(b) SCSB has sufficient appropriations and other funds available to it to pay all amounts due hereunder for its current fiscal period, including the Annual Payment for the initial Term.

6. INDEMNIFICATION.

6.1 SCSB agrees to indemnify and hold Windstream, its agents, servants and successors harmless for any claims, costs, losses or damages caused by or arising out of SCSB's willful or negligent acts or omissions related to the performance of any duties required by this Agreement.

6.2 Windstream agrees to indemnify and hold SCSB, its board of education, agents, servants and successors harmless for any claims, costs, losses or damages arising out of or caused by Windstream's willful or negligent acts or omissions related to the performance of any duties required by this Agreement.

7. TERMINATION.

7.1 Any obligations incurred by SCSB pursuant to this Agreement shall be paid from funds allocated for this purpose and the SCSB agrees to act in good faith in budgeting funds to pay its obligations under this agreement. Notwithstanding any other provision of this Agreement, if funds anticipated for the continued fulfillment of this Agreement are at anytime not forthcoming or insufficient, as determined in the discretion of the SCSB, then SCSB shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.

7.2 Either party may terminate this Agreement for material breach of the contract. Prior to termination, the non-breaching party must give the breaching party written notice of its intent to terminate. If the breaching party cures the breach to the satisfaction of both parties within five (5) working days of the issuance of written notice, the contract will not be terminated. In the alternative, either party may terminate this Agreement without cause with thirty (30) days written notice.

7.3 At the time of termination, any amount paid by the SCSB, but not yet earned by Windstream will be returned to the SCSB on a pro rata basis. The SCSB will pay Windstream for any noncancellable obligations and services performed prior to the termination date.

8. MISCELLANEOUS.

8.1 Prior to commencement of work for SCSB, Windstream shall provide to SCSB a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the federal

INFO ONLY

SCSB 2024-012021-01 (REVISED/RENEWAL)

work authorization program. Federal work authorization program means the E-Verify Program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor. Windstream shall also provide SCSB a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

8.2 All notices and other communications hereunder shall be in writing and shall be deemed to have been given only if and when: (1) personally delivered; or (2) three business days after mailing, postage prepaid, by certified mail; or (3) when delivered (and receipted for) by an overnight delivery services; or (4) when delivered by facsimile transmission for which automatic confirmation has been received, addressed in each case as follows:

If to SCSB, to:

School Board of Suwannee County, Florida

Attn: Josh Williams, Director of Information Technology

1740 Ohio Avenue, South

Live Oak, FL 32064

Telephone: 386-647-4103

Fax: 386-364-3576

CC: School Board of Suwannee County, Florida

Attn: Ted L. Roush, Superintendent of Schools

1740 Ohio Avenue, South

Live Oak, FL 32064

Fax: 386-364-2635

Telephone: 386-647-4604

If to Windstream, to:

Windstream

P.O. BOX 698

ALACHUA, FL 32615

FAX: 330-486-3141

A party may change its address by written notice, given in accordance with this Section, to the other party.

8.5 All covenants, agreements, representations, and warranties made herein or any certificate or instrument delivered to the parties pursuant to this Agreement shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

8.6 All waivers and consents given hereunder shall be in writing. No waiver by any party of any breach or anticipated breach of any provision hereof by the other party shall be deemed a waiver of any other contemporaneous, preceding or succeeding breach or anticipated breach, whether or not similar, on the part of the same or the other party.

8.7 This Agreement, including the exhibits and appendices hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified, amended or terminated except by a written instrument specifically referring to this Agreement signed by each of the parties or as otherwise provided in this Agreement.

8.8 No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party to this Agreement by any court or other governmental or judicial authority by reason of such party's having or being deemed to have structured or dictated such provisions.

8.9 Each of the parties agree that this Agreement will fully bind and inure to the benefit of the parties hereto and their respective successors and assigns.

8.10 All conditions of the obligations of the parties, and all undertakings herein, except as otherwise provided by a written consent, are solely and exclusively for the benefit of the parties and their permitted successors and assigns, and no other person or entity shall have standing to require satisfaction of such conditions or to enforce such undertakings in accordance with their terms or be entitled to assume that any party will refuse to complete the transactions contemplated hereby in the absence of strict compliance with any or all thereof, and no other person shall, under any circumstances, be deemed a beneficiary of such conditions or undertakings, any or all of which may be freely waived in whole or in part, by mutual consent of the parties at any time, if in their sole discretion they deem it desirable to do so.

8.11 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.

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.

8.12 The Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.13 In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

INFO ONLY

SCSB 2024-012021-01 (REVISED/RENEWAL)

8.14 This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one instrument.

8.15 Windstream certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

INFO ONLY

SCSB 2024-012021-01 (REVISED/RENEWAL)

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 14th day of February, 2023~~2020~~.

SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA

By: _____

Name: Jerry Taylor~~Ed daSilva~~

Title: Chairman

ATTEST: _____

Name: Ted L. Roush

Title: Superintendent of Schools

Windstream Holdings II, LLC

By: _____

Name: Danette Canfield~~David Emig~~

Title: Representative~~Director~~



AMENDMENT TO WINDSTREAM AGREEMENT

This AMENDMENT ("Amendment") effective as of the latter of the signature dates below, amends the Agreement, in addition to any and all related addenda or amendments (collectively, the "Agreement"), by and between Suwannee County School District ("Customer") and the Windstream legal entity(ies) providing the Service to Customer, as identified on Customer's bill ("Windstream").

TERMS OF AMENDMENT

Windstream and Customer hereby agree to amend the Agreement by moving, adding or changing Services at an existing Service location or adding a new Service location, as identified in Quote# 2547499, attached hereto and hereby incorporated into the Agreement. The Services to be provided at such Service locations and rates for the same are also set forth in the Quote, along with other applicable terms and conditions.

Except as modified by this Amendment, the terms and conditions set forth in the Agreement remain unchanged. All amended Services are subject to the Term stated on the Quote.

IN WITNESS WHEREOF, this Amendment is hereby duly executed by an authorized representative of each Party hereto.

Suwannee County School District

AUTHORIZED REP.
(PRINTED NAME):

SIGNATURE:

TITLE:

DATE:

WINDSTREAM

AUTHORIZED REP.
(PRINTED NAME):

SIGNATURE:

TITLE:

DATE:

INFO ONLY



kinetic business
by windstream

SERVICE AGREEMENT

Account Summary

Customer Name	Suwannee County School District
Quote #	2547499
Windstream Kinetic Representative	Danette Canfield
Contract Term Length	60 Months
Effective Date	January 5, 2023
MMF	\$0.00

Summary of Charges (Total for All Locations)

Product	Monthly Recurring Charges	One-Time Charges
Internet Service	\$1,616.00	\$0.00
Services	\$96.00	\$0.00
Total	\$1,712.00	\$0.00

Service Agreement Summary

This Service Agreement is subject to and controlled by the Kinetic Business By Windstream Service Terms and Conditions and the service-specific terms and conditions located at <https://www.windstream.com/about/legal/kinetic-business-terms-and-conditions>, including how such terms may be modified from time to time, and all of which are hereby incorporated herein by reference. By your signature you warrant that you have read, understand and agree to the Service Agreement and Kinetic Business By Windstream Service Terms and Conditions and applicable service-specific terms and conditions, and acknowledge that you are authorized to sign this Service Agreement and order the Service(s) as outlined herein.

CUSTOMER

WINDSTREAM

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

This offer is voidable by Windstream if not signed and returned by 2/19/2023.

Location Summary

Location Name	Monthly Recurring Charges	One-Time Charges	Credits
SUWANNEE CO SCHOOL BOARD	\$1,712.00	\$0.00	\$0.00

Location Detail

Location Name	SUWANNEE CO SCHOOL BOARD	Account Number	200160091
Location Address	1740 Ohio Avenue, South , LIVE OAK, FL 32064	Service Order Type	Existing Customer

Total One-Time Charges: \$0.00	Total Recurring Charges: \$1,712.00
--	---

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Internet Service			\$1520.00
Ethernet	1	Included	
Internet Service (10,000.0 Mbps)	1	Included	
STATIC IP BLOCK OF 64	1	\$96.00	\$96.00
Services			
ADDITIONAL IP ADDRESSES	1	\$96.00	\$96.00
		Total	\$1,712.00

Letter of Agency

Contact Name: Josh Williams	Company Name: Suwannee County School District
Billing Address:	
City, State, Zip:	
Current Carrier:	Order Date:

Authorization to Change Service Provider(s)

On behalf of the Company, I hereby authorized Windstream Communications ("Windstream") and its operating affiliates* listed on Exhibit A to change my Company's provider(s) for the following services from my current telecommunications carrier(s) to Windstream for each of the telephone numbers listed below. Check all applicable services:

<input type="checkbox"/>	Local
<input type="checkbox"/>	Intrastate, IntraLATA Long Distance Service (also known as local toll)
<input type="checkbox"/>	Interstate, InterLATA and International Long Distance

I represent that I am at least eighteen years of age and that I have the authority to change telecommunications carriers for each of the telephone numbers identified below. I understand that I have the right to obtain telecommunications services individually. I also understand that I may designate only one local exchange carrier, one intraLATA carrier, and one interLATA carrier per telephone number.

I choose Windstream to act as my agent to carry out the change(s) and authorize Windstream to handle on my behalf all arrangements, including ordering, changing, and/or maintaining my service, with my local telephone company(s), interexchange carriers, equipment vendor(s), and consultant(s). By designating Windstream to act as my agent, I do not permit Windstream to change my service to a carrier other than Windstream. I understand, that there may be a fee to change from the Company's current telecommunications carrier(s) to Windstream.

Telephone Numbers:

I authorize Windstream to issue all necessary instructions on my behalf and confirm that my preferred provider for the telecommunications service(s) checked above will be changed for the telephone number(s) specified above. This agreement will remain in effect until revoked in writing by the Company.

Company
Signature:

Date:

*Business Telecom of Virginia, Business Telecom, Cavalier Telephone Mid-Atlantic, Cavalier Telephone, Choice One Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New York, Ohio, Pennsylvania, or Rhode Island), Connecticut Broadband, Connecticut Telephone & Communication Systems, Conversant Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, or Vermont), CTC Communications, CTC Communications of Virginia, DeltaCom Business Solutions, DeltaCom, Windstream New Edge, LLC, Windstream FiberNet, LLC, Georgia Windstream, Intellifiber Networks, LDMI Telecommunications, Lightship Telecom, McLeodUSA Telecommunications Services, Nebraska Windstream, Network Telephone, NuVox (Arkansas or Indiana), Oklahoma Windstream, PAETEC Communications of Virginia, PAETEC Communications, Talk America of Virginia, Talk America, Texas

Windstream, The Other Phone Company, US LEC Communications, US LEC (of Alabama, Florida, Georgia, Maryland, North Carolina, Pennsylvania, South Carolina, Tennessee, or Virginia), US Xchange (of Illinois, Indiana, Michigan, or Wisconsin), Windstream (Communications Southwest, Accucomm Telecommunications, Alabama, Arkansas, Buffalo Valley, Communications Kerrville, Communications Telecom, Communications, Concord Telephone, Conestoga, D&E Systems, D&E, Direct, EN-TEL, Florida, Georgia Communications, Georgia Telephone, Georgia, Iowa Communications, Iowa-Comm, ITComm, KDL, KDL-VA, Kentucky (East or West), Kerrville Long Distance, Lakedale Link, Lakedale, Lexcom Communications, Lexcom Long Distance, Mississippi, Missouri, Montezuma, Norlight, North Carolina, NorthStar, NTI, Windstream of the Midwest, Ohio, Oklahoma, Pennsylvania, South Carolina, Southwest Long Distance, Standard, Sugar Land, Systems of the Midwest, or Western Reserve), or Windstream NuVox (of Indiana, Kansas, Missouri, Ohio, and Oklahoma)

As required by FCC rules, this form is to be completed for any private line or similar services to determine whether the Federal Universal Service Surcharge applies. Please check the appropriate box, complete the required information, and return as directed below.

Private Line Jurisdictional Traffic Certification

Customer Name: Suwannee County School District

Customer Address: 1740 Ohio Avenue, South, Live Oak, FL 32064

Contact Person: Josh Williams

Contact Person's Telephone Number: (386) 249-2443

Customer represents and verifies that:

1. The amount of traffic routed over leased private line circuit(s) or similar type services (circuits, Virtual Private Network (VPN), Virtual LAN Service (VLS), Business Data, TDM, Frame Relay, etc) represent:

Please check one of the boxes below

- ☐ Intrastate Services - If the end points of the circuit(s) are in the same state and at least 90% of the traffic stays within the same state the service is considered "intrastate" or if the services are used within a state (excluding internet usage and long distance calls). Example includes: bank connects ATMs to a centralized location and FX lines within the state.
- ☐ Interstate services - If the end points of the circuit(s) are in different states or more than 10% of the traffic crosses a state boundary the service is considered "interstate" Example includes: a circuit from a manufacturing plant in one state to a main office in another state.
- ☐ Some circuits that the Customer purchases carry 10% or less interstate traffic and some circuits that Customer purchases carry more than 10% interstate traffic. If your circuits are mixed, please provide a list of circuits IDs and whether they are intrastate or interstate. The circuit listing should be sent to wci.regulatory@windstream.com
- ☐ The circuits are exempt from federal Universal Service Surcharges ("FUSF Surcharge") because you are a wholesale customer who files your own form 499 report.

2. Customer acknowledges that the Company may in its sole discretion provide a copy of this certification to the Universal Service Administrator, the FCC, or an authorized auditor.
3. Customer acknowledges that the Company's determination of applicability of a FUSF Surcharge will be based upon the information provided by Customer in this Certification. In the event the Company exempts Customer from the payment of the FUSF Surcharges based upon the information, representations and certifications contained in this Certification, and the Company thereafter determines that Customer provided incorrect information, then the Company may bill Customer, and Customer will pay, the FUSF Surcharges that were not billed, plus applicable late fees. Accordingly, if Customer does not provide accurate or timely information to the Company, Customer may be responsible for payment of the FUSF Surcharge. Furthermore, Customer agrees to indemnify and hold harmless the Company from any and all claims arising from any breaches of the information, representations or certifications made hereunder.

4. If, at any time, the Customer's Information changes, Customer will notify the Company within thirty (30) calendar days by completing and submitting a new certification form to the Company.

The individual named below is duly authorized by Customer to make the representation and certifications contained herein on behalf of Customer.

CERTIFICATION

I certify that the representations above are true and accurate.

Signature: _____

Name
(Print): Josh Williams

Title Director of IT
(Print):

Date:

**Please Return this page to: Windstream
Communications
4001 Rodney Parham Road
Mail Stop: 1170 B1F212-12A
Little Rock, Arkansas 72212
ATTN: PL Certifications
OR**

**Email to:
wci/regulatory@windstream.com**

Windstream VoIP 911 Disclosure

Windstream and its affiliates (collectively, "WIN") are subject to an FCC requirement to provide notification of any E911 limitations that may be associated with the service provided to your company. There are critical differences between traditional telephone service and WIN VoIP Services:

- 911 emergency services will not be available in the event of a power failure.
- 911 emergency services will not be available in the event of an internet failure.
- There are severe limitations (details below) to 911 emergency services if you move your phone from its registered location.

Loss of 911 services due to power failure or Internet connection failure:

Historically, telephone service has been powered by electrical power within the telephone network. If you subscribe to WIN VoIP Services, power is supplied directly from the premise in which you are operating the telephone.

- In the event of a commercial power outage, and if your building does not have a back-up power system, your telephone service, including 911, will not function until power is restored.
- Loss of power to your broadband gateway (through which your service is provided) will cause a loss of telephone and 911 services.
- Any internet connection failure, including a suspension for nonpayment, will cause a loss of telephone and 911 services.

WIN recommends that you always have an alternative means of accessing 911 during a power failure or internet connection failure such as a basic business or copper line (non-VoIP line) for elevator, alarm, and other critical functions.

To ensure that 911 calls are properly routed:

- **Do not move the equipment installed at your premise to another location.** Use of the telephone service at another location will prevent E911 service (the ability of the 911 operator to automatically determine your location) from working. If you move equipment provided as part of the WIN VoIP Service to another location, you must update your service address with WIN prior to using the service from a different location. Use of your equipment at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying or preventing emergency services.
- **If you have users that will be using devices such as software telephones that are installed on mobile personal computers, laptops, smart phones, netbooks and any other mobile VoIP supported device that is intended to be mobile with WIN service,** you must update your service address prior to using the service from a different location in order for your current location to be transmitted automatically and accurately to emergency services. Use of your software telephone at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying or preventing emergency services.
- **Always state the telephone number and address that you are calling from to the 911 operator.** The 911 operator receiving the emergency call may not be able to automatically identify your phone number and physical location and be able to call you back if the call is disconnected, therefore you must specify the exact location of the emergency and the telephone number from which you are calling.
- **Contact WIN when you plan to move your service address:** WIN customers should contact the

WIN Business Center at 1-800-600-5050, Windstream New Edge (formerly EarthLink Business) customers should contact Customer Care at 1-800-239-3000 and Broadview customers should contact the OfficeSuite® Support Center at 1-800-623-VOIP (8647). Since your WIN VoIP Services will not provide 911 services from another location, you must notify WIN before you move the registered location of your service.

To help remind you about the availability of 911 emergency service and its limitations with WIN VoIP Services, we will provide stickers to be placed on or near all of your telephones and devices.

To Report a Change to Your Service Location:

- WIN Customers - Contact Customer Service at 1-855-361-7792.
- Windstream New Edge Customers - Contact Customer Care at 1-800-239-3000.
- Legacy Broadview Customers - Contact the OfficeSuite® Support Center at 1-800-623- VOIP (8647). For Broadview customers with PC/Softphone service, you may also update your address when prompted upon login.
- For Customers with Windstream Hosted Communications - Contact WHC Repair at 1- 855759-7420. Customers using Windstream Hosted Communications on a smart phone may also access the Windstream Hosted Communications Client Software application to update.
- Legacy MassComm Customers - Contact your Account Manager directly or use 1-866- 791-6277.

Customer Affirmation of Notification

I have read the above notice and understand that there are critical differences between 911 service with WIN VoIP Services and traditional telephone service. I assume all responsibility and risk of harm, loss, or damage in the event that 911 service fails as a result of a power outage or Internet outage, in the event I fail to update my service address with WIN if I use the service from a different location or in the event I do not provide the address, correct address, extension or other information to emergency authorities.

Josh Williams

Printed Name

208068493

Account Number

Signature

Date

Windstream Communications Item 21 Attachment

Total number of eligible schools	4
Estimated district Erate %	0%
Undiscounted cost per school	\$31,822.50
Total Undiscounted annual cost	\$127,290.00

Total annual SLD/Erate responsibility	\$ -
Total annual district responsibility	\$ 127,920.00

Feature/Service	Eligibility	Cost	% of Total	% of Total Ineligible	# of eligible	Total annual	Total annual	Total annual	Total annual	Total monthly
1000 Meg VLS Branford, 1000 Meg VLS Admin	Eligible	\$84,000	66%	0%	1	\$ 84,000.00	\$ -	\$ -	\$ 84,000.00	\$ 7,000.00
1000 Mbps Ethernet Internet	Eligible	\$43,290	34%	0%	1	\$ 43,290.00			\$ 43,920.00	\$ 3,660.00
ERATE for 2020 2021				0%		\$ -	\$ -	\$ -	\$ -	\$ -
Windstream SPIN: 143030766				0%		\$ -	\$ -	\$ -	\$ -	\$ -
			0%	5%		\$ -	\$ -	\$ -	\$ -	\$ -
Total Eligible for Funding		\$ 127,290.00	99%		4	\$ 127,290.00		\$ -		
Total Ineligible for Funding		\$ -		0%	4		\$ -		\$ 127,920.00	\$ 10,660.00
		Cost	% of Total Eligible Cost	% of Total Ineligible Cost	# of eligible schools	Total annual Eligible cost	Total annual Ineligible cost	Total annual cost for SLD	Total annual cost for District	Total monthly cost for District

ENA Services LLC

MASTER SERVICES AGREEMENT

The **MASTER SERVICES AGREEMENT** (the "*Agreement*") effective as of July 1, 2023, by and between ("ENA Services LLC"), and Suwannee County School Board ("SCSB").

ENA Services LLC has submitted a service agreement (Exhibit A) to SCSB for the delivery of certain Internet-related services. ENA Services LLC and SCSB contemplate that funding for a substantial portion of the fees payable by SCSB to ENA Services LLC for such services and equipment will be provided by the Schools and Libraries Universal Service Support Mechanism, a federal government program commonly referred to as E-rate ("*E-rate*"), which is administered for the Federal Communications Commission by the Schools and Libraries Division ("*SLD*") of the Universal Service Administrative Company. SCSB wishes to accept ENA Services LLC proposal and to engage ENA Services LLC on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties do hereby represent, warrant, covenant and agree as follows:

1. DELIVERY OF SERVICES. SCSB hereby engages ENA Services LLC to provide during the term (as defined below) the services listed in Exhibit A attached hereto under the heading Services Provided (collectively, the "*Services*"), at the District building and all locations and/or schools within the school district (collectively, the "*Service Locations*"). ENA Services LLC hereby accepts such engagement on the terms and conditions set forth herein. Nothing in Exhibit A supersedes this Master Agreement.

2. TERM.

2.1 The initial term (the "*Initial Term*") of this Agreement with respect to the provision of the Services and the lease of bandwidth delivery services shall be for a period of a one (1) year term with four (4) one (1) year extensions, beginning on July 1, 2023 (the "*Commencement Date*"), and ending on the day prior to the anniversary of the Commencement Date, unless sooner terminated in accordance with the terms and conditions as herein set forth.

3. PAYMENTS TO ENA Services LLC

3.1 For and in consideration of ENA Services LLC's delivery of the Services and the access to the Leased Access Hosting Environment in accordance with the terms of this Agreement, SCSB shall pay to ENA Services LLC, each year during the Term, the amount set forth in Exhibit A, as adjusted in accordance with Section 5.4 hereof (the "*Annual Payment*"). SCSB shall be responsible to pay to ENA Services LLC any and all portions of the Annual Payment not funded by SLD, whether by mistake or otherwise.

3.2 With respect to the Initial Term, the portion of the total annual cost of service not funded by, or predicted to not be funded by, the SLD shall be due and payable to ENA Services LLC on or around the contract commencement date, regardless of the SCSB's receipt of the SLD Funding Commitment.

4. REPRESENTATIONS, WARRANTIES, DISCLAIMERS AND COVENANTS OF ENA Services LLC.

4.1 ENA Services LLC hereby represents and warrants to SCSB that ENA Services LLC has good and marketable title to ENA Services LLC and its related components, and that ENA Services LLC is authorized to enter into this Agreement, to provide the Services as provided for in this Agreement, and to provide access to the Leased Access Hosting Environment.

4.2 ENA Services LLC shall, at its own expense, repair, maintain and, if necessary, replace any or all network equipment in order to maintain reliable and consistent internet access by SCSB.

4.3 ENA Services LLC shall render the services under this Agreement in accordance with all federal, state, and local laws, including, but not limited to, the Family Educational Rights and Privacy Act, Civil Rights laws, E-Verify, Florida Statutes, and Board of Education policies and procedures. ENA Services LLC further agrees it will indemnify and hold SCSB, its agents, servants and successors harmless from any claims asserted against SCSB arising out of ENA Services LLC's violation of FERPA or a violation of SCSB's policies and procedures, including for any costs and attorney's fees incurred by SCSB in defending such claims. While performing services under this Agreement, ENA Services LLC agrees to refrain from harassment and discrimination on the basis of race, age, color, religion, sex, disability, marital status, ancestry or national origin.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SCSB.

5.1 SCSB hereby represents and warrants to ENA Services LLC as follows:

(a) SCSB has all requisite power and authority to execute and deliver this Agreement and perform its obligations under this Agreement. The execution and delivery of this Agreement by SCSB and the consummation by SCSB of the transactions contemplated hereby have been duly authorized by SCSB, and no other proceedings on the part of SCSB are necessary to authorize this Agreement and the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by SCSB and constitutes a legal, valid and binding agreement of SCSB, enforceable against SCSB in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, or other laws affecting creditors' rights generally and except as may be limited by general principals of equity. SCSB has complied in full with all applicable public bidding and other applicable legal requirements concerning this Agreement and the transactions contemplated hereby.

(b) SCSB has sufficient appropriations and other funds available to it to pay all amounts due hereunder for its current fiscal period, including the Annual Payment for the initial Term.

6. INDEMNIFICATION.

6.1 SCSB agrees to indemnify and hold ENA Services LLC, its agents, servants, and successors harmless for any claims, costs, losses, or damages caused by or arising out of SCSB's willful or negligent acts or omissions related to the performance of any duties required by this Agreement.

6.2 ENA Services LLC agrees to indemnify and hold SCSB, its board of education, agents, servants, and successors harmless for any claims, costs, losses, or damages arising out of or caused by ENA Services LLC willful or negligent acts or omissions related to the performance of any duties required by this Agreement.

7. TERMINATION.

7.1 Any obligations incurred by SCSB under this Agreement shall be paid from funds allocated for this purpose and the SCSB agrees to act in good faith in budgeting funds to pay its obligations under this agreement. Notwithstanding any other provision of this Agreement, if funds anticipated for the continued fulfillment of this Agreement are at any time not forthcoming or insufficient, as determined in the discretion of the SCSB, then SCSB shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.

7.2 Either party may terminate this Agreement for material breach of the contract. Before termination, the non-breaching party must give the breaching party written notice of its intent to terminate. If the breaching party cures the breach to the satisfaction of both parties within five (5) working days of the issuance of written notice, the contract will not be terminated. In the alternative, either party may terminate this Agreement without cause with thirty (30) days written notice.

7.3 At the time of termination, any amount paid by the SCSB, but not yet earned by ENA Services LLC will be returned to the SCSB on a pro-rata basis. The SCSB will pay ENA Services LLC for any non-cancellable obligations and services performed before the termination date.

8. MISCELLANEOUS.

8.1 Before the commencement of work for SCSB, ENA Services LLC shall provide SCSB with a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the federal work authorization program. Federal work authorization program means the E-Verify Program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor. ENA Services LLC shall also provide SCSB an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

8.2 All notices and other communications hereunder shall be in writing and shall be deemed to have been given only if and when: (1) personally delivered; or (2) three business days after mailing, postage prepaid, by certified mail; or (3) when delivered (and receipted for) by an overnight delivery service; or (4) when delivered by facsimile transmission for which automatic confirmation has been received, addressed in each case as follows:

If to SCSB, to:

Suwannee County School Board

Attn: Josh Williams, Director of Information Technology

1740 Ohio Street South

Live Oak, FL 32064

Telephone: 386-647-4103

CC: Suwannee County School Board

Attn: Ted L. Roush, Superintendent of Schools

1740 Ohio Street South

Live Oak, FL 32064

Fax: 386-364-2635

Telephone: 386-647-4604

If to ENA Services LLC, to:

ENA Services LLC

618 Grassmere Park Drive

Suite 12, Nashville, TN 37211

A party may change its address by written notice, given in accordance with this Section, to the other party.

8.5 All covenants, agreements, representations, and warranties made herein or any certificate or instrument delivered to the parties pursuant to this Agreement shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

8.6 All waivers and consents given hereunder shall be in writing. No waiver by any party of any breach or anticipated breach of any provision hereof by the other party shall be deemed a waiver of any other contemporaneous, preceding or succeeding breach or anticipated breach, whether or not similar, on the part of the same or the other party.

8.7 This Agreement, including the exhibits and appendices hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified, amended or terminated except by a written instrument specifically referring to this Agreement signed by each of the parties or as otherwise provided in this Agreement.

8.8 No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party to this Agreement by any court or other governmental or judicial authority by reason of such party's having or being deemed to have structured or dictated such provisions.

8.9 Each of the parties agree that this Agreement will fully bind and inure to the benefit of the parties hereto and their respective successors and assigns.

8.10 All conditions of the obligations of the parties, and all undertakings herein, except as otherwise provided by a written consent, are solely and exclusively for the benefit of the parties and their permitted successors and assigns, and no other person or entity shall have standing to require satisfaction of such conditions or to enforce such undertakings in accordance with their terms or be entitled to assume that any party will refuse to complete the transactions contemplated hereby in the absence of strict compliance with any or all thereof, and no other person shall, under any circumstances, be deemed a beneficiary of such conditions or undertakings, any or all of which may be freely waived in whole or in part, by mutual consent of the parties at any time, if in their sole discretion they deem it desirable to do so.

8.11 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.

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.

8.12 The Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.13 In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

8.14 This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one instrument.

8.15 ENA Services LLC certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 14th day of February, 2023.

SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA

By: _____

Name: Jerry Taylor

Title: Chairman

ATTEST: _____

Name: Ted L. Roush

Title: Superintendent of Schools

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

ENA Services LLC

By: _____

Name: _____

Title: Representative

Exhibit A

ENA UNIFIED MASTER SERVICE AGREEMENT

Client Name:	Suwannee County School Board
Mailing and Notice Address:	1740 Ohio Avenue South Live Oak, FL 32064
Contact Name, Phone and E-Mail Address:	Josh Williams, 386-647-4100 josh.williams@suwannee.k12.fl.us

This MASTER SERVICE AGREEMENT ("Agreement") is by and between ENA Services LLC, a Delaware limited liability company having its principal place of business at 618 Grassmere Park Drive, Suite 12, Nashville, TN 37211 ("Company"), and the Client identified above ("Client"), as of July 1, 2023 (the "Effective Date").

In consideration for the mutual promises, covenants and agreements contained herein, Company and Client agree as follows:

SECTION 1: SERVICES

1.1 Services. Subject to the terms and conditions of this Agreement, Company shall provide Client with certain Services. Company's Services and pricing are described in the attached Schedules of Service(s) and/or Statement(s) of Work (the "Schedule(s)"), which may be entered into from time to time. As used herein, the term "Services" includes all services, software, products and deliverables provided by Company to Client, including but not limited to professional services and online services. To the extent the Customer sought bids for additional services not included in the initial Schedule of Services and the pricing for those services were included in ENA's bid response or as an addendum to this Agreement, the parties agree that the Customer may elect to purchase those other services during the term of this Agreement.

1.2 Product and Service Changes. The capabilities and services available through Company regularly change and expand. In order to improve and adapt the Services to these changing conditions, (i) Company may add, delete or change the Services, at its sole discretion, by providing thirty (30) days prior written notice to Client, and (ii) additions, deletions or changes to Schedules will be effective as of the date agreed upon by the parties in writing.

1.3 Non-Exclusive Arrangement. Client acknowledges and understands that this is a non-exclusive arrangement and nothing herein shall preclude Company from providing Services, deliverables, or related services to any third party, or from authorizing third parties to make Services available to their customers.

1.4 Service Availability. Services may be temporarily unavailable or limited because of capacity limitations and may be temporarily interrupted because of equipment modifications, upgrades, relocations, repairs, and similar activities. Company will use commercially reasonable efforts to deliver the most reliable service possible, without interruption. Company will notify Customer of any scheduled maintenance, but may need to interrupt Services without notice to Customer in the event of an emergency.

SECTION 2: FEES AND PAYMENT TERMS

2.1 Fees. Client shall pay Company the fees set forth on each Schedule. Except for fees for Services delivered (as indicated in Schedule(s) attached hereto) and professional services, Client's payment obligations for the Services shall commence on the date on which the applicable Service is first made available for use by Client regardless of whether Client has commenced use of the Services. Client shall pay Company in U.S. dollars.

2.2 Taxes. All fees and charges hereunder shall be exclusive of, and Client shall be solely responsible for, any applicable taxes or levies, whether now in force or enacted in the future, applicable to the delivery of the Services hereunder, except for taxes attributable to the net income of Company.

2.3 Payment Terms. All recurring charges shall be due and payable no later than thirty (30) calendar days after the end of the month to which the charges pertain. All non-recurring charges shall be due and payable immediately as of the date on which Company commences providing the applicable Service, or as otherwise set forth in a Schedule. Client shall pay all charges indicated as due upon receipt of the invoice from Company, and payment shall be past due if not paid as of thirty (30) days after the invoice date. Client shall have thirty (30) days from receipt of invoice to reasonably dispute amounts or items charged. If Client disputes any part of an invoice, then Client may withhold such disputed amount from its payment but will notify Company in writing as to the specific amounts contested and the specific reasons therefor, in which case the parties shall attempt to amicably resolve said dispute. Unless otherwise agreed by the Parties in writing or in a Schedule, Company shall invoice Client on a monthly basis.

2.4 Interest. Amounts not paid when due are subject to finance charges of one percent (1%) per month or the highest lawful rate, whichever is less. Payment of such finance charges does not excuse or cure late payment, and all payments received are first applied to finance charges.

2.5 Move or Transfer of Service. If Client relocates to another location in an Company market where the same Services are available, Client may move Services to the new location if the aggregate monthly recurring charges of the new Services equal or exceed the Services provided to Client by Company at the former location, subject to payment of installation charges for the new location, if applicable; however, pricing may vary by location, and Client's rates may increase or decrease. Early termination fees may apply in the event Client moves to a location not serviced by Company or Client ceases to do business. Services may not be transferred or resold, and the MSA, these Terms, and the Schedule(s) attached hereto may not be transferred or assigned, by operation of law or otherwise, without Company's prior written approval. Any attempted assignment or transfer without Company's prior written approval shall be void.

2.6 Government and Regulatory Fees. Any charges set forth herein or in any Schedule, proposal or quotation are exclusive of taxes, surcharges, assessments, or other fees including E-911 fees and government regulatory fees such as Universal Service Fees. No discount offered, if any, shall apply to taxes, surcharges, assessments, or government or regulatory fees.

2.7 Compliance with Federal, State and Local Procedures and Processes. Company complies with all federal, state and local procurement rules and regulations, and by this Agreement, Client acknowledges their duty to comply. If the Services provided under this Agreement qualify for E-rate discounts, Company will work with Client to follow Client's selected E-rate reimbursement process (Service Provider Invoice or Billed Entity Applicant Reimbursement). Client acknowledges its responsibility for timely and full payment regardless of receipt of E-rate funds.

2.8 Security; Collection. If Client is late with more than one payment, Company may, upon written notice to Client, require a security deposit or other reasonable assurances to secure Client's payment obligations hereunder. Client agrees to pay all costs and expenses associated with collecting delinquent payments, including reasonable attorneys' fees.

SECTION 3: CLIENT OBLIGATIONS

3.1 Acceptable Use Policy. Client shall at all times abide by Company's Acceptable Use Policy, as it may be amended from time to time. As of the execution of this agreement, the current Acceptable Use Policy is posted at the following URL: <http://www.ena.com/legal>. Client is responsible for ensuring that all of its employees, agents, contractors, customers, or others who use the Services through Client's account abide by the Acceptable Use Policy.

3.2 Client Obligations During Establishment of Service. Once Company schedules installation and agrees upon an installation time with Client, Client must be present with facilities available and fully accessible. If Company's technician arrives at the Client location and Client is not present or facilities are not available or accessible, or Client otherwise cancels or postpones installation without a 24-hour notice to Company, Company reserves the right to assess a "Client Missed Call" trip charge.

3.3 Interoperability with Client's Infrastructure. Company's Services are capable of being deployed across a wide set of pre-existing Client infrastructure, however Client is responsible for any upgrades of its pre-existing infrastructure necessary to establish and continue Service.

3.4 Protection of Client Premise Equipment ("CPE") Provided By Company. The Client shall be solely responsible and liable for any and all damage caused to the CPE, including, without limitation, any damage due to misuse, and vandalism, for the duration of the contract. At the expiration of the term of the contract or upon its early termination by either party to the contract, the Client shall continue to be solely responsible and liable for any and all damage caused to the CPE while such equipment remains at the Client location. Client will provide reasonable space and environmental conditions for any CPE, will do nothing to change the space or conditions without notice to Company and will at no time, move, adjust, alter or otherwise operate the Company CPE without prior consent of Company. Client will not attach any equipment to any Company CPE without express instructions or involvement of Company or utilize the Company CPE in anyway inconsistent with the service purchased from Company.

3.5 Internal Use. Subject to the terms and conditions set forth herein, Company authorizes Client to use the Services for its internal business purposes. Client acknowledges and agrees that it will be responsible for all end users of the Services, regardless of whether such users are employees, contractors, agents, or third parties, in each case with or without the Client's permission to use such Services.

3.6 Restrictions on Use. Client shall not and shall not permit others to reproduce, reverse engineer, de-compile, disassemble, alter, translate, modify, adapt, market, resell, or sublease any of the Services or any software or materials provided by Company in connection therewith.

3.7 Client Responsibility. Client acknowledges and agrees that it is solely responsible for the content of its transmissions which pass through the Services. Client also agrees it will not use the Services:

- (a) for illegal purposes;
- (b) to transmit threatening, obscene or harassing materials, or

- (c) to interfere with or disrupt other network users, network services or network equipment.

3.8 User Content.

(a) For purposes of this Agreement, the term "Content" includes, without limitation, information, data, text, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services. For the purposes of this Agreement, "Content" also includes all User Content (as defined below).

(b) All Content added, created, uploaded, submitted, distributed, or posted to the Services by users (collectively "User Content"), whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. Users represent that all User Content provided by Users is in compliance with all applicable laws, rules and regulations. Users acknowledge that all Content, including User Content, accessed by users using the Services is at users' own risk and users will be solely responsible for any damage or loss to users or any other party resulting therefrom. Company does not guarantee that any Content users' access on or through the Services is or will continue to be accurate.

(c) The Services may contain Content specifically provided by Company, Company's partners or Company's users, and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. Users shall abide by and maintain all proprietary notes, information, and restrictions contained in any Content accessed through the Services.

(d) Subject to this Agreement, Company grants each user of the Services a worldwide, non-exclusive, revocable, non-sub-licensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for other than purposes of using the Services is expressly prohibited without prior written permission from Company. Users shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or for any use that violates any third party right.

SECTION 4: CONFIDENTIAL INFORMATION

4.1 Confidential Information. "Confidential Information" means any and all tangible and intangible information (whether written or otherwise recorded or oral) of the disclosing party that (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; or (b) that the disclosing party designates as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation the pricing and terms of this Agreement. Neither party shall use for its own account or the account of any third party, nor disclose to any third party, any of the other party's Confidential Information.

4.2 Exceptions. Notwithstanding the above, the term "Confidential Information" shall not include any information that is either:

- (a) available from public sources or in the public domain, through no fault of the receiving party; or

(b) received at any time from any third party without breach of a non-disclosure obligation to the disclosing party; or

(c) readily discernible from publicly-available products or literature; or

(d) approved for disclosure by prior written permission of a corporate officer of the disclosing party.

4.3 Mandated Disclosures. The receiving party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law, provided that the receiving party (i) gives the disclosing party reasonable written notice to allow the disclosing party to seek a protective order or other appropriate remedy (except to the extent the receiving party's compliance with the foregoing would cause it to violate a court order or other legal requirement), (ii) discloses only such information as is required by the governmental entity or otherwise required by law, and (iii) and uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

SECTION 5: DISCLAIMERS AND LIMITATIONS OF LIABILITY

5.1 Disclaimer. The Company hereby warrants to Client that (a) the Services will be performed substantially in accordance with the Company service level documentation provided for such Services (if any), (b) the Services will be performed with reasonable care, and (c) the personnel providing the Services will have an appropriate level of training and experience. If the Services fail to conform to the foregoing warranty, Company shall use commercially reasonable efforts at its expense to re-perform the Service in compliance with this Agreement. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE

5.2 Consequential Damages Waiver. In no event will either party be liable or responsible to the other party for any type of incidental, punitive, indirect or consequential damages, including, but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data, interruption or loss of use of Services or equipment, arising from or relating to this Agreement or the Services, even if advised of the possibility of such damages, whether arising under any theory of contract, tort (including negligence), strict liability, or otherwise.

5.3 Limitation of Liability. Except for the willful misconduct of Company, Company will not be liable for unauthorized access to Client's transmission facilities or premise equipment or for unauthorized access to or alteration, theft or destruction of Client's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method, regardless of whether such damage occurs as a result of Company's actions or inaction. Company's liability for damages to Client for any cause whatsoever, regardless of form of action, shall be limited to the amounts paid by Client to Company for the Service giving rise to the claim during the one year period preceding the incident giving rise to the claim for damages.

5.4 Insurance. Company intends to maintain the following insurance coverages during the Term of this Agreement:

a) Worker's compensation insurance and any other insurance, to the extent required by Law, in all applicable jurisdictions;

b) Commercial general liability insurance with a limit of liability of at least one million U.S. dollars (\$1,000,000 USD) per occurrence; and

c) Errors and omissions insurance with a limit of liability of at least two hundred fifty thousand U.S. dollars (\$250,000 USD) per occurrence.

Upon written request, Company will furnish to Client insurance certificates and additional insured endorsements where requested by Client in writing. Such certificates shall provide that at least thirty (30) days' prior written notice of any policy cancellation or material change be given to Client.

5.5 Indemnification. Client agrees to defend, indemnify and hold Company, its officers, employees, agents, and affiliates, harmless from and against any claim or demand asserted by any third party due to or arising directly or indirectly out of Client's use of the Services or Client's breach of this Agreement.

SECTION 6: TERM AND TERMINATION

6.1 Initial and Renewal Terms. The term of this Agreement shall commence on the Effective Date and continue until all Schedule(s) are expired or terminated.

6.2 Termination.

(a) In the event that Company makes material changes to the Services covered by a Schedule attached hereto pursuant to Section 1.2 above which Client elects not to accept, Client may terminate an individual Schedule without penalty upon thirty (30) days written notice.

(b) The parties specifically agree that the damages which Company would incur arising from any breach or early termination of this Agreement or any Schedule(s) attached hereto by Company are based upon future facts and conditions which are difficult for the parties to presently predict, anticipate, ascertain or calculate. The parties further agree that such liquidated damages, as determined herein, are based upon the best efforts of the parties to estimate the nature and amount of Company's actual damages, are not penal in nature, and are intended to place Company in the same position it would have achieved, had this Agreement and its Schedule(s) been fully performed by the parties according to the original terms.

(1) Either party may terminate this Agreement if the other party materially breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice. If Company terminates this Agreement on account of a breach by Client, Client shall pay a termination fee equal to the minimum monthly charges hereunder multiplied by the number of months remaining in the then-current Initial or Renewal Term in all Schedule(s) attached hereto that have unexpired term.

(2) Client may terminate one or more Schedule(s) without cause at any time, provided that Client pays a termination fee equal to the minimum monthly charges multiplied by the number of months remaining in the applicable term of all Schedule(s) that Client intends to terminate.

(c) Upon the effective date of expiration or termination of this Agreement or any of its Schedule(s): (a) Company will immediately cease providing the Services, (b) any and all payment obligations of Client under this Agreement or Schedule(s) will become due immediately, and (c) within

fourteen (14) days of termination, Client shall return any confidential materials and documentation relating to the Services, and certify to Company that such has been deleted or destroyed. All indemnification obligations, together with all other provisions of this Agreement which may reasonably be interpreted as surviving the expiration or termination of this Agreement shall survive.

SECTION 7: INTELLECTUAL PROPERTY & PUBLICITY

7.1 Ownership. As between Company and Client, Company either owns all right, title and interest in and to or is authorized to use and license such use of the Services. Client shall neither receive nor retain any ongoing interest to the Services, including but not limited to any intellectual property rights relating to the Services. Elements of Company's website are protected by trade dress, trademark, unfair competition, and other laws and may not, unless otherwise permitted hereunder, be copied in whole or in part. No logo, graphic, or image from the website may be copied or retransmitted without Company's express written permission. The images, text, screens, web pages, materials, data, other content and information used and displayed on the website are the property of Company or its licensors and are protected by copyright, trademark and other laws. In addition to Company's rights in individual elements of the website, Company owns copyright or patent rights in the selection, coordination, arrangement and enhancement of any images, text, screens, web pages, materials, data, Content and other information used and displayed on the Website. Users may copy such images, text, screens, web pages, materials, data, Content and other information used and displayed on the Website for users' personal or educational use only, provided that each copy includes any copyright, trademark or service mark notice or attribution as they appear on the pages copied. Except as provided in the preceding sentence, none of such images, text, screens, web pages, materials, data, Content and other information used and displayed on the Website may be copied, displayed, distributed, downloaded, licensed, modified, published, reposted, reproduced, reused, sold, transmitted, used to create a derivative work or otherwise used for public or commercial purposes without the express written permission of Company.

7.2 Use of Company's Name and Trademarks. All trademarks, service marks and trade names identifying Company or Company products or services (the "Marks") are the exclusive property of Company. Client shall take no action which may lessen the goodwill in the Marks. Client shall not use a Mark or the name of Company in any advertising, promotional material, or public announcement without the prior written approval of Company.

7.3 Use of Client's Name. Client acknowledges that use of the Services may require that Company include Client's name in registrations and administrative filings which are available to the public. In addition, Client agrees that Company may include Client's name in Company marketing brochures and literature and indicate that Client is an Company customer.

SECTION 8: GENERAL PROVISIONS

8.1 Third Party Services. The Services may permit users to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Services. When users access third party resources on the Internet, users do so at users' own risk. These other resources are not under Company's control, and users acknowledge that Company is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply Company's endorsement or any association between Company and their operators. Users further acknowledge and agree that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any

such website or resource. It is users' responsibility to protect users' system from such items as viruses, worms, Trojan horses and other items of a destructive nature.

8.2 Import and Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, Client agrees to be solely responsible for compliance related to the manner in which Client chooses to use the Services, including Client's transfer and processing of content and the provision of such content to others.

8.3 Force Majeure. Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of the event.

8.4 Government Approvals. Client must exercise its rights under this Agreement with all necessary government approvals. Client must also comply with all applicable laws and regulations.

8.5 Changes in Laws and/or Government Regulations. This Agreement is based on the laws and government regulations in place at the Effective Date. Subsequent changes in any applicable laws or regulations may result in pricing changes and/or service changes that may automatically become a part of this Agreement.

8.6 Notice And Payment.

(a) **Writing Required.** Any notice required to be given under this Agreement shall be in writing and delivered personally to the other designated party at the above stated address or mailed by certified, registered or Express mail, return receipt requested, or by overnight carrier with tracking. Notices to Company shall be sent to the attention of Contract Administrator.

(b) **Change of Address.** Either party may change the address to which notice or payment is to be sent by written notice to the other under any provision of this paragraph.

8.7 Jurisdiction/Disputes. This Agreement shall be governed in accordance with the laws of the State of Tennessee, without regard to its or any other jurisdiction's laws governing conflicts of law. The parties hereby consent to and agree that the exclusive jurisdiction for any litigation regarding this Agreement shall be the state or federal courts sitting in Davidson County, Tennessee.

8.8 Assignability. Neither party may assign this Agreement, its Schedule(s) or the rights and obligations thereunder to any third party without the prior express written approval of the other party which shall not be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement in its entirety in connection with any sale of all or substantially all of its assets, or of the business division of Company through which the Services are provided.

8.9 Agreement Binding On Successors. Subject to the terms of Section 8.8, the provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.

8.10 Waiver. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.

8.11 Independent Contractors. The relationship between Company and Client under this Agreement shall be at all times one of contractor and client, respectively. Nothing herein shall be construed to place the parties in the relationship of partners, joint venturers, principal and agent, or employer and employee. Company shall determine the method and means of performing the Services hereunder and Company assumes all risks and liabilities arising therefrom. Company shall have no authority to act, make any representation, enter into any contract or commitment, or in incur any liability for or on behalf of Client in any manner whatsoever.

8.12 Severability. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement or its Schedule(s).

8.13 Integration. This Agreement, Company's Acceptable Use Policy, and all Schedules constitute the entire understanding of the parties with respect to the subject matter hereof, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their Agreement. This Agreement shall not be modified or amended except in writing signed by the parties hereto.

8.14 Hierarchy. In the event of any conflict regarding the terms of this Agreement, addendum to this Agreement, Company's Acceptable Use Policy, or any Schedules, their terms shall control in the following order, from highest to lowest priority: (1) Schedules, (2) addendum to this Agreement, (3) this Agreement, and (4) Company's Acceptable Use Policy.

8.15 Counterparts; Imaging. This Agreement and all ancillary agreements reference herein or executed in connection with this Agreement may be executed in one or more counterparts, and once combined shall constitute a single original. The parties agree that imaged or copied versions of such are fully enforceable, and original documents are not required for either party to enforce its rights thereunder.

[signatures on next page]

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.

COMPANY:

CLIENT:

ENA Services, LLC

Suwannee County School Board

By: Gayle Nelson

By: _____

Name: Gayle Nelson

Name: Ted L. Roush

Title: Chief Revenue Officer

Title: Superintendent

Date: November 11, 2022

Date: _____

Approved as to legal form and sufficiency:

By: _____

By: _____

Name: Jerry Taylor

Name: Leonard J. Dietzen, III

Title: Board Chair

Title: Board Attorney

Date: _____

Date: _____

Rider for ENA Universal Service Fund Customers (E-Rate)

This Rider, entered into by ENA Services, LLC and Affiliates, a Delaware limited liability company ("ENA") and Suwannee County School Board ("CLIENT") (together, the "Parties") and effective as of the date last signed below ("Effective Date"), shall be integrated into any and all current Agreement(s) between the Parties inclusive of pre-existing attachments, schedules and exhibits to the Agreement(s). The term of this Attachment is defined by the Agreement. Insofar as any provision of this Attachment is declared illegal or void, the Parties agree that they will remain bound by all other provisions of this Rider. If there are any inconsistencies between this Rider and the Agreement(s), the terms and conditions of this Rider shall control.

For the purposes of this Rider: "Initial Term" is defined, in accordance with Section 6.1 of the Agreement, or the appropriate term reference in the integrated Agreement(s) should 6.1 not refer to the Initial Term.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

CLIENT may seek funding through the Federal Universal Service Fund program known as "E- Rate" for some or all of the Services purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (sometimes collectively or individually referred to herein as "USAC/SLD" and/or "E-Rate Program"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate Program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate Program. The Parties further agree that the eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the CLIENT, USAC/SLD and/or the FCC. ENA makes no representations or warranties regarding such eligibility.

1. Client Elections. CLIENT acknowledges its obligation, upon E-Rate approval, to timely designate the method by which it will receive E-Rate discounts for each such Service.
 - a. Billed Entity Application Reimbursement ("BEAR") - Form 472. If CLIENT utilizes the BEAR (Form 472) method, it is solely CLIENT's responsibility to ensure the accuracy of the BEAR (Form 472) and the amounts sought to be recovered through the E-Rate program.
 - b. Service Provider Invoice form - ("SPI") - Form 474. After ENA has received notification of approved funding, an approved Form 486, and CLIENT has confirmed the appropriate Services to be discounted per Funding Request Number, ENA will then provide E-Rate program discounts and will file a Form 474 SPI. CLIENT agrees to promptly submit any ENA or USAC/SLD Forms needed to support requests for reimbursement of Services rendered.
2. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from ENA of E-Rate funds as a result of CLIENT's failure to comply with the E-Rate rules or regulations, including CLIENT delays in submitting required forms or contracts; or, if USAC/SLD determines that Service(s) that it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of ENA's failure to comply with the E-Rate requirements), then CLIENT shall reimburse ENA for any such funds ENA must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, CLIENT agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the integrated Agreement(s), including those obligations related to payments, fees and early termination fees.

3. Requested Information. If requested, CLIENT will promptly provide ENA with final copies of the following E-Rate-related materials (including all attachments) prepared by or for CLIENT: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the CLIENT issues purchase orders, CLIENT shall clearly delineate between eligible and ineligible Services on those orders.
4. Representations, Warranties and Breaches of the Agreement. Each Party represents, warrants and agrees that it is, as specified in the integrated Agreement(s), contractually obligated to comply with all laws and the requirements applicable to the E-Rate Program. In addition to any contractual obligations set forth in the Agreement and to the extent permitted by law, each Party agrees that it is required by the incorporated Agreement(s) to pay to the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) as consideration for the Service(s) any payments made to third parties (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the breaching Party's violation of the requirements of the E-Rate Program or other breaches of the Agreement and the representations, warranties contained in it.
5. As a condition to the provision of the Service(s), CLIENT must choose ONE of the TWO billing options below by placing a X in the space to the left of the option choice.

CLIENT should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL. If CLIENT would like to choose another billing option or service option please email finance@ena.com or speak with your account manager.

☐ **Option 1: Proceed now**

CLIENT DIRECTS ENA TO COMMENCE OR CONTINUE SERVICES EVEN IF A FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CLIENT ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE FULL PRICE OF SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

In selecting option 1:

- CLIENT desires that Services commence on or about 7/1/2023.
- CLIENT intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date, and that it is possible that USAC/SLD may not approve funding or may delay its decision.
- CLIENT acknowledges that there is no right to terminate early the services or service components provided on the basis of this attachment if E-rate funding is delayed or denied.
- CLIENT agrees to seek reimbursement from USAC/SLD for service period prior to FCDL approval using the BEAR process.

☐ **Option 2: Proceed after FCDL approval**

CLIENT DIRECTS ENA TO COMMENCE FIRST YEAR OF SERVICE ONLY AFTER RECEIVING NOTICE OF FUNDING COMMITMENT DECISION LETTER ("FCDL") APPROVAL FROM USAC/SLD.

CLIENT DIRECTS ENA TO CONTINUE SERVICE IN SUBSEQUENT CONTRACT YEARS EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CLIENT ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

In selecting option 2:

- CLIENT acknowledges that Services may not be in place at the start of a school or funding year, and that there may be a gap in Service in the first year if there is a delay in USAC/SLD FCDL approval.
- CLIENT understands that Service delivery often takes 90 or more days from CLIENT direction to proceed.
- CLIENT may terminate the Agreement without penalty only in the first year if USAC/SLD FCDL approval is not received. This does not apply to subsequent contract years.
- CLIENT acknowledges that in subsequent contract years that there is no right to terminate early the services or service components provided on the basis of this attachment if E-rate funding is delayed or denied.

6. Service Substitutions and Suspension of Payments. ENA will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests. Insofar as ENA services are being reimbursed with E-Rate funds and ENA becomes aware that USAC/SLD has suspended payment resulting from a possible program rule violation or breach of the Agreement by Client and, accordingly, suspension of services, ENA may continue Services upon execution of an agreement mutually satisfactory to both parties.
7. Non-Appropriations. By executing the Agreement and ordering Services, CLIENT warrants that CLIENT has funds appropriated and available to pay all amounts due hereunder through the end of CLIENT's current fiscal period. CLIENT further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Initial Term. In the event CLIENT is unable to obtain the necessary appropriations or funding for the Service(s), CLIENT may terminate the Service(s) upon the following conditions: (i) CLIENT has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite CLIENT's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Service(s); and (iii) CLIENT has negotiated in good faith with ENA to develop revised terms, an alternative payment schedule or a new agreement to accommodate CLIENT's budget for such Service(s). No penalty shall accrue to CLIENT in the event this provision is exercised, and CLIENT shall not be obligated or liable for any future payments due or any damages as a result of termination under this Attachment.
8. Early Termination. Early Termination is defined to mean termination by Client prior to the expiration of the Initial Term for any reason other than ENA's failure to comply with the requirements of the E-Rate Program or ENA's uncured breach of the Agreement. If Service(s) are subject to Early Termination, Client agrees as the Date of Early Termination: (i) to pay all Fees and other amounts due for Service(s) incurred through Date of Early Termination, (ii)

reimburse all otherwise unrecovered charges incurred by ENA for the Service(s), both recurring and non-recurring through the Date of Early Termination, and (iii) pay all direct and reasonable costs associated with the termination of the Service(s) through the Date of Early Termination. For purposes of this section of this Attachment, "direct costs" are costs that ENA incurs from persons not a Party, such as, without limitation, underlying carriers and/or vendors with whom the ENA subcontracts to provide the Service(s), as a result of Early Termination of Service(s) and/or a site. ENA shall not be reimbursed for any anticipatory profits which have not been earned up to the Date of Early Termination. CLIENT further agrees that it will not contract with any other provider for the same or substantially similar services or equipment through the end of the Initial Term.

SO AGREED by the Parties' respective authorized signatories:

ENA:

ENA Services, LLC

By: Gayle Nelson

Name: Gayle Nelson

Title: Chief Revenue Officer

Date: November 11, 2022

CLIENT:

Suwannee County School Board

By: _____

Name: Ted L. Roush

Title: Superintendent

Date: _____

Approved as to legal form and sufficiency:

By: _____

Name: Jerry Taylor

Title: Board Chair

Date: _____

By: _____

Name: Leonard J. Dietzen, III

Title: Board Attorney

Date: _____

SCHEDULE OF SERVICES

No. 1

In accordance with all terms and conditions of the Unified Master Services Agreement executed between ENA Services, LLC and Affiliates, a Delaware limited liability company ("ENA") and Suwannee County School Board ("Client") on July 1, 2023 (the "Agreement"), Client desires to purchase some or all of the Services described in this Schedule of Services (the "Schedule"). Client's Purchases of Services from this Schedule will be memorialized in a form agreeable to both Parties during the Term of this Schedule.

Service Ordered (Check All Applicable Below)			
<input checked="" type="checkbox"/> Broadband	<input type="checkbox"/> Wi-Fi/LAN		
<input type="checkbox"/> Communication	<input type="checkbox"/> Security		
<input type="checkbox"/> Cloud	<input type="checkbox"/> Other		
<input type="checkbox"/> Video Collaboration Powered by Zoom			
Description and Price of Services			
Check one:			
<input type="checkbox"/> Described below		<input checked="" type="checkbox"/> Described in the attached document(s)	
Pricing for services as described in the cost proposal for RFP #760E-23A.4 for Data Services, 470 #230002620			
Term (construed in conjunction with any documents attached to this Schedule)			
Initial Term	<input type="text" value="12"/>	months	
Renewal Term(s)	<input type="text" value="4"/>	Number of Renewal Terms <i>enter '0' if none permitted</i>	<input type="text" value="12"/> Length of each Renewal Term (in months)
Maximum Contract Length (if all renewal terms exercised)	<input type="text" value="60"/>	Months	
Schedule of Service Term Start Date (at install unless specified herein)	<input type="text" value="7/1/2023 (to 6/30/2024)"/>		
Billing Address and Billing Contact Information			
Suwannee County School District Attn: Accounts Payable 1740 Ohio Avenue South Live Oak, FL 32064			

[signatures on last page]

SCHEDULE OF SERVICES**(begin modifications)**

In entering into this Schedule, the Parties hereby modify the terms and conditions of the Agreement as follows solely related to Service(s) delivered under this Schedule:

(add) Terms and Conditions. Proposal contracts shall be based on a one (1) year term with four (4) one (1) year extensions. The initial one (1) year term shall start July 1, 2023, and end June 30, 2024. The Owner reserves the option to extend this contract for a period of four (4) one (1) year extensions through June 30, 2028, not to exceed a total of five (5) contract years. An extension option must be mutually acceptable to both parties. Any request for an acceptance of an extension shall be in written form and shall include any requests and justifications for adjustment in compensation. If Respondents can provide lower rates by extending the length of the contract, please provide this option as part of the response.

(add) Service "Growth Clause". Growth Services may or may not be requested by the Owner during the contract term. The "Growth Clause" shall not require a change in contract terms. The "Growth Clause" shall include a price for all existing service types plus any additional services of the same type/speeds/bandwidths of 15Gbps and 20Gbps. Respondent shall include growth bandwidth and growth pricing in the contract for any potential upgrades.

(end modifications)

Other than the modifications indicated above, nothing in this Schedule or its attachments is intended to replace, supersede or modify the terms of the Agreement. Client facility must be ready to support the Service. Any building or customer environment make-ready cost is the responsibility of the Customer. If this Service includes a data circuit, Client must have a suitable entrance facility into the building/demark room by conduit or aerial means.

SCHEDULE OF SERVICES

COMPANY:

ENA Services, LLC

By: Gayle Nelson

Name: Gayle Nelson

Title: Chief Revenue Officer

Date: November 11, 2022

CLIENT:

Suwannee County School Board

By: _____

Name: Ted L. Roush

Title: Superintendent

Date: _____

Approved as to legal form and sufficiency:

By: _____

Name: Jerry Taylor

Title: Board Chair

Date: _____

By: _____

Name: Leonard J. Dietzen, III

Title: Board Attorney

Date: _____

1. Itemized Bid Price Sheet

ENA provides cost-effective solutions that enable our customers to **do more with less**. ENA's comprehensive service approach and proposed solution is designed to reduce costs, maximize E-rate funding, increase organizational capacity, and reduce the burden on your technology and administrative personnel resources.

ENA's proposal does not include any special construction so we have not included **Appendix A: Special Construction Cost Breakdown**.

Fully Managed Wide Area Network (WAN)

Based on Site Locations as Indicated Below:

Branford HS -405 Reynolds Street NE, Branford, FL 32008

Monthly Recurring Price Per Site Before E-Rate Discount	
Service Speed	Term (Months)
	12
10 Gbps	\$4,100
15 Gbps	\$7,700
20 Gbps	\$8,700

Pricing Footnotes for ENA Wide Area Network (WAN) Service

- ENA's fully managed WAN is priced as one service and reflects the price before any E-rate discount is applied. This service includes circuit, end site router, equipment maintenance, service monitoring, field support, Service Level Agreement (SLA), and all required ENA equipment. All service pricing listed is per month, per unit, and per site.
- Additional Wide Area Network (WAN) service options are available at increments between the speeds and prices listed in the pricing chart above.
- The 12-month term option is eligible for four voluntary 12-month extensions at the listed price.
- The 36-month term option is eligible for two voluntary 12-month extensions at the listed price.
- ENA will notify the customer once the carrier installs the circuit, and ENA is ready to turn up service. ENA will then work with the customer to determine a mutually agreed upon date to turn up service. In the event of customer delays in turning up service, ENA reserves the right to start billing the customer for the service two weeks after ENA's notification that service is ready to be turned up.
- All service delivery prices (including optional services) are based on expected site readiness to receive the services including conduit, electrical capacity, backer board, and similar. If site walkouts determine a need for site make-ready work, then service may not be available until such work is completed by the customer.

- ENA WAN services are subject to ENA's acceptable use policy, the Master Service Agreement (MSA), and tariffs. ENA's Unified MSA and E-rate Rider for ENA WAN services can be found in **Tab 2. Service Agreement, B. Master Service Agreement (MSA).**
- There are currently no governmental fees applicable to the broadband services requested. However, if such fees become applicable in the future, governmental fees (to the extent the customer is not exempt from such fees) including state, local, and federal taxes, fees, Universal Service Fund (USF) fees, E911 taxes/fees, and similar are in addition to the above rates. These fees will be charged at the applicable rates set by governmental entities and are subject to change over the life of the service contract.
- If services are subject to early termination, the customer agrees at the date of early termination: (i) to pay all fees and other amounts due for service(s) incurred through date of early termination, (ii) reimburse all otherwise unrecovered charges incurred by ENA for the service(s), both recurring and non-recurring through the date of early termination, and (iii) pay all direct and reasonable costs associated with the termination of the service(s) through the date of early termination. For purposes of this section, "direct costs" are costs that ENA incurs from persons not a party, such as, without limitation, underlying carriers and/or vendors with whom ENA subcontracts to provide the service(s), as a result of early termination of service(s) and/or a site. ENA shall not be reimbursed for any anticipatory profits which have not been earned up to the date of early termination. The client further agrees that it will not contract with any other provider for the same or substantially similar services or equipment through the end of the initial term.