

SUWANNEE COUNTY SCHOOL BOARD  
WORKSHOP SESSION  
February 12, 2019

AGENDA

- 9:00 a.m. Call to Order/Welcome/Pledge ..... Ed daSilva, Chairman
- 9:02 a.m. Canvas Program Update ..... Janene Fitzpatrick/Keith Stavig
- 10:00 a.m. School Safety and Other Administrative ..... Malcolm Hines  
Services Department Update  
• Emergency Management Plan
- 11:00 a.m. Assistant Superintendent of ..... Janene Fitzpatrick  
Instruction Department Update  
• Boys Ranch Contract Update
- 11:30 a.m. Lunch
- 12:30 p.m. Student Services Department Update ..... Debbie Land  
• New Contract-TAPP (**pgs. 2-16**)
- 12:45 p.m. Human Resources Department Update ..... Walter Boatright  
• New Contract-University of West Florida (**pgs. 17-24**)
- 1:00 p.m. Superintendent Update ..... Ted Roush
- 1:30 p.m. Adjourn

**Suwannee County Public Schools  
Rate and Service Contract  
2018-2019**

**THIS RATE AND SERVICES PROVIDER AGREEMENT** ("Contract") is made and entered into on February 26, 2019, between the Suwannee County School Board (hereinafter referred to as the "DISTRICT"), and

**Florlene Johnson**  
**d/b/a Johnson's Family Child Care Home**  
 1510 Ruby Street, NE  
 Live Oak, Florida 32064  
 Phone - 386-364-1483 or 386-361-0447

Teen Parent Program Childcare Services Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing childcare services to children of eligible students.

**ARTICLE I - RECITALS**

**WHEREAS**, the DISTRICT has the responsibility and obligation to operate the public school system of Suwannee County, Florida, and to provide for a free public school education for all children of school age who reside in said County, including services for students pursuant to § 1003.54, Fla. Stat., Teen Age Parent Program (TAPP);

**WHEREAS**: the DISTRICT is required, among other things, to provide for child care for students that qualify for services under TAPP during the period that the public schools of Suwannee County are in session;

**WHEREAS**, the DISTRICT is authorized by state law to enter into an agreement with the state approved child care PROVIDER for the aforementioned purpose.

**WHEREAS**: the DISTRICT proposes to contract with the PROVIDER for the purpose of providing child care services to qualified students under TAPP; and

**WHEREAS**, the PROVIDER is specially trained, experienced and competent to perform the childcare required by the DISTRICT, and such services are needed on a limited basis; and

**WHEREAS**, the PROVIDER has been approved by the State of Florida Department of Children and Families (Chapter 65C-22, Florida Administrative Code, Child Care Standards) and has met the qualifications to be licensed as a child care facility or child care program PROVIDER; and

**WHEREAS**, the PROVIDER is willing to provide such services to children of the DISTRICT'S eligible students (pursuant to § 1003.54, Fla. Stat; Teen Age Parent Program; TAPP); if selected by the eligible students; and

**WHEREAS**, the PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the children of the DISTRICT, students during the term of this Contract.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **RECITALS.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

**ARTICLE II - SPECIAL CONDITIONS****2.1 TERMS.**

- a. This contract shall become effective February 26, 2019, by both parties and shall remain in force until June 30, 2019.
- b. This agreement, however, may be terminated by the DISTRICT or PROVIDER at the end of each fiscal year falling within the term of the agreement without penalty with notice to either party on or before 30 days prior to the end of any fiscal year falling within the term of this agreement.

**2.2.** The PROVIDER shall provide a program of day care for qualified students as identified by the DISTRICT.

**2.3.** Students shall be permitted to select a provider from those providers set forth in Exhibit "A" attached: (List of Providers).

**2.4** The DISTRICT will pay the PROVIDER selected by the student in accordance with Exhibit "B" attached: (Rate Scale for each Provider). The student shall be responsible for the payment of any provider charges over and above the payment- rate schedule amount.

**2.5** The PROVIDER shall submit detailed invoices for reimbursement by the DISTRICT on or before the 20th business day of each month following the month for which services are provided. Monthly invoices must be itemized by student name and student identification number, actual number of hours for which services were provided, and an amount due. With each monthly invoice, PROVIDER shall submit:

Original attendance form provided by the DISTRICT in accordance with Exhibit C (District Attendance Form), showing the dates and times the student was in attendance. Invoices shall be submitted to Michele Howard, TAPP Coordinator, School Board of Suwannee County, Florida, 1729 Walker Avenue, SW, Suite 200, Live Oak, Florida 32064.

**2.6** The total amount to be paid to the PROVIDER by the DISTRICT under this contract shall not exceed Provider rate X 180 days for each year of the contract for day care charges without the specific agreement of the DISTRICT. The amount herein set forth may be increased by mutual agreement of the parties subject to availability of funding.

**2.7** The PROVIDER shall be deemed an independent contractor. The DISTRICT shall exercise no authority over the personnel assigned to perform this contract by the PROVIDER. The DISTRICT shall have no supervisory authority over the PROVIDER personnel, and shall exercise no control over how the PROVIDER personnel perform their responsibilities under this contract. Should the DISTRICT have any dissatisfaction, concern, or complaints about the manner in which the PROVIDER personnel are performing responsibilities under this contract, those matters shall be communicated to the appropriate management personnel for such appropriate action as that person deems necessary.

**2.8** Notwithstanding any provision to the contrary contained in this agreement the PROVIDER and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of § 1002.22(2)(d), Florida Statutes and the Family Educational Rights and Privacy Act (FERPA), any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon the PROVIDER until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

**2.9** Upon request the PROVIDER shall permit the DISTRICT to audit the files maintained by the PROVIDER in its performance of this Agreement.

- 2.10** The PROVIDER contract administrator for this contract is:  
**Florlene Johnson**  
**d/b/a Johnson's Family Child Care Home**  
 1510 Ruby Street, NE  
 Live Oak, Florida 32064  
 Phone - 386-364-1483 or 386-361-0447
- 2.11** The PROVIDER shall indemnify, and hold harmless and defend the DISTRICT its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SUWANNEE COUNTY SCHOOL BOARD, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the services furnished by The PROVIDER, its agents, servants or employees in the provision of services or performance of duties by the Provider pursuant to this Agreement.
- 2.12** The PROVIDER must not disclose to the public the identity of any student or their child eligible for TAPP childcare services without the written permission of the parent/guardian of such student and the student, themselves.
- 2.13** The PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and parent conferences.
- 2.14** The PROVIDER shall complete and provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT:  
 I. **IRS W-9 Form**  
 II. **Public Entity Crimes Statement**  
 III. **Debarment Certification**
- 2.15** The contract administrator for the DISTRICT is:  
 Michele Howard  
 TAPP Coordinator  
 Suwannee County School District
- The DISTRICT shall:
- 2.16** Be responsible for the enrollment of qualified students in the TAPP day care program and ensure that each student executes the appropriate agreement attached hereto as Exhibit "D" TAPP Rules Agreement and Student Dropout Prevention Component Referral/Eligibility and Placement.
- 2.17** Promptly notify the PROVIDER regarding any student that ceases to be eligible for TAPP day care services under this agreement.
- 2.18** Promptly pay all verified invoices for reimbursement services in accordance with law.

### ARTICLE III – GENERAL CONDITIONS

- 3.1** Nothing in this Agreement shall be interpreted or construed to mean that the District waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.
- 3.2** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be

entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

- 3.3** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.
- 3.4** This Agreement may be canceled with or without cause by Suwannee County School Board during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.
- 3.5 PUBLIC RECORDS.**  
Each party shall maintain its own respective records and documents associated with the Agreement in accordance with the records retention requirements applicable to public records. For additional public records compliance, see Exhibit E.
- 3.6** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 3.7** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
- 3.8** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 3.9** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 3.10** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- 3.11 GOVERNING LAW.**  
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 DISTRICT and the PROVIDER agree that the exclusive state court forum for said litigation shall be in Suwannee County, FL, 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.
- 3.12** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 3.13** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from Suwannee County School Board.
- 3.14** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor

disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

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

**3.16 NOTICE.**

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

**To DISTRICT:**

Ted L. Roush  
Superintendent of Schools  
Suwannee County School District  
1729 Walker Avenue, SW, Suite 200  
Live Oak, FL 32064

**With a Copy to:**

Michele Howard  
TAPP Coordinator  
Suwannee County School Board  
1729 Walker Avenue, SW, Suite 200  
Live Oak, FL 32064

**With a Copy to:**

Leonard J. Dietzen, III  
Rumberger, Kirk & Caldwell  
Attorney for Suwannee County School Board  
101 North Monroe Street, Suite 120  
Tallahassee, FL 32301

**To PROVIDER:**

**Florlene Johnson**  
**d/b/a Johnson's Family Child Care Home**  
1510 Ruby Street, NE  
Live Oak, Florida 32064  
Phone - 386-362-1483 or 386-361-0447

**3.17 AUTHORITY.**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**3.18 EXCESS FUNDS.**

Any party receiving funds paid by the DISTRICT under this Agreement agrees to promptly notify the DISTRICT of any funds erroneously received from the DISTRICT upon the discovery of such erroneous **payment or overpayment**.

**Any such excess funds shall be refunded to Board with interest calculated from the date of the erroneous payment or overpayment.** Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by the DISTRICT.

**3.19 NON-EXCLUSIVITY.**

It is understood that the DISTRICT may also contract with other PROVIDERS to provide childcare services to children of eligible students. This contract in no way gives exclusivity to the PROVIDER for services rendered under the TAPP program.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

SUWANNEE COUNTY SCHOOL BOARD

PROVIDER

\_\_\_\_\_  
Ed daSilva, Board Chairman

\_\_\_\_\_  
**Florlene Johnson**  
**d/b/a Johnson's Family Child Care Home**  
1510 Ruby Street, NE  
Live Oak, Florida 32064  
Phone - 386-364-1483

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Ted L. Roush, Superintendent  
Suwannee County School Board

Date: \_\_\_\_\_

**SWORN STATEMENT UNDER SECTION 287.133,  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**(To be signed in the presence of a notary  
public or other officer authorized to  
administer oaths.)**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, being by me first duly sworn, made the following statement:

1. The business address of \_\_\_\_\_ (Contractor) is \_\_\_\_\_.
2. My relationship to \_\_\_\_\_ (Contractor) is \_\_\_\_\_ (relationship such as sole proprietor, partner, president, vice president).
3. I understand a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
5. I understand "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public-entity crime, or a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Contractor nor any affiliate of the Contractor has been convicted of a public entity crime subsequent to July 1, 1992.

(Draw a line through paragraph 6 if paragraph 7 below applies.)



7. There has been a conviction of a public entity crime by the Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Contractor who is active in the management of the Contractor or an affiliate of the Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vender list. The name of the convicted person or affiliate is \_\_\_\_\_, a copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 7 if paragraph 6 above applies.)

\_\_\_\_\_  
Signature/Date

Sworn to and subscribed before me in the state and county first mentioned above on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, (affix seal)  
Notary Public

\_\_\_\_\_  
My Commission Expires

**Certification Regarding Debarment, Suspension, and Other Matters**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it, and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency;
  - b. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in 1b. above, of this certification; and
  - d. Have not, within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
2. That if the prospective primary participant is unable to certify to any statements in this certification, such prospective primary participant shall attach an explanation to the proposal.

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Name & Title of Authorized Representative

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Signature

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Date

**EXHIBIT A**

**List of Providers**

For a list of current Early Learning Coalition (ELC) providers, please contact the ELC at 386-752-9770, or visit the website at <https://www.elcgateway.org>. The Suwannee County School District currently has contracts with the following child care centers:

**Adrienne M. Burke**  
**d/b/a Tiny Praying Hands, LCCH**  
610 Martin Street (mailing)  
712 Glass Street (physical)  
Live Oak, Florida 32064  
adrienneburke32@yahoo.com  
Phone - 386-965-6447 or 386-364-5487

**Tawanna Bryant**  
**d/b/a Tender Touch Learning Center, LLC**  
409 Hillman Avenue  
Live Oak, Florida 32064  
Phone – 386-208-2273

**Bright Stars Academy, Inc.**  
8325 County Road 136 (mailing address)  
12715 County Road 136 (physical address)  
Live Oak, Florida 32060  
Phone – 386-362-3600      FAX – 386-364-1428

**Renata Beasley**  
**d/b/a Renata Beasley Large Family Child Care Home**  
1707 Ruby Street  
Live Oak, Florida 32064  
Phone – 386-205-0959

**Florlene Johnson**  
**d/b/a Johnson's Family Child Care Home**  
1510 Ruby Street, NE  
Live Oak, Florida 32064  
Phone – 386-364-1483 or 386-361-0447      FAX – 386-362-1373

# EXHIBIT B

## Rate Scale

| <b>Florlene Johnson</b><br><b>d/b/a Johnson's Family Child Care Home</b><br><b>2018 – 2019 Child Care Rates</b> |       |                                 |       |                                 |       |                                   |       |                                  |       |
|---|-------|---------------------------------|-------|---------------------------------|-------|-----------------------------------|-------|----------------------------------|-------|
| INFANTS<br>0 – 12 Months  |       | One Year Olds<br>12 – 23 Months |       | Two Year Olds<br>24 – 35 Months |       | Three Year Olds<br>36 – 47 Months |       | Four Year Olds<br>48 – 59 Months |       |
| Week  | Day   | Week                            | Day   | Week                            | Day   | Week                              | Day   | Week                             | Day   |
| 120.00  | 30.00 | 120.00                          | 30.00 | 120.00                          | 30.00 | 120.00                            | 30.00 | 120.00                           | 30.00 |

## EXHIBIT C

**SUWANNEE COUNTY SCHOOLS**  
**Teenage Parent Child Care Program**  
**2018 - 2019 School Year**

|  |  |              |                |              |               |               |  |              |               |            |            |          |           |
|--|--|--------------|----------------|--------------|---------------|---------------|--|--------------|---------------|------------|------------|----------|-----------|
| <p><b>Child Care Provider's Name:</b> Johnson's Family Child Care Home</p> <p><b>Mailing Address:</b> 1510 Ruby Street, NE<br/>Live Oak, Florida 32064</p> <p><b>Phone:</b> 386-364-1483 or 386-361-0447</p> <p><b>Contact:</b> Florlene Johnson</p> | <p><b>Circle Current Month</b></p> <table style="width:100%;"> <tr> <td>AUGUST 2018</td> <td>SEPTEMBER 2018</td> <td>OCTOBER 2018</td> </tr> <tr> <td>NOVEMBER 2018</td> <td>DECEMBER 2018</td> <td></td> </tr> <tr> <td>JANUARY 2019</td> <td>FEBRUARY 2019</td> <td>MARCH 2019</td> </tr> <tr> <td>APRIL 2019</td> <td>MAY 2019</td> <td>JUNE 2019</td> </tr> </table> | AUGUST 2018  | SEPTEMBER 2018 | OCTOBER 2018 | NOVEMBER 2018 | DECEMBER 2018 |  | JANUARY 2019 | FEBRUARY 2019 | MARCH 2019 | APRIL 2019 | MAY 2019 | JUNE 2019 |
| AUGUST 2018  | SEPTEMBER 2018   | OCTOBER 2018 |                |              |               |               |  |              |               |            |            |          |           |
| NOVEMBER 2018  | DECEMBER 2018  |              |                |              |               |               |  |              |               |            |            |          |           |
| JANUARY 2019   | FEBRUARY 2019  | MARCH 2019   |                |              |               |               |  |              |               |            |            |          |           |
| APRIL 2019   | MAY 2019   | JUNE 2019    |                |              |               |               |  |              |               |            |            |          |           |

  

| Child's Name (insert date) → | M | T | W | Th | F | M | T | W | Th | F | M | T | W | Th | F | M | T | W | Th | F |
|------------------------------|---|---|---|----|---|---|---|---|----|---|---|---|---|----|---|---|---|---|----|---|
|                              |   |   |   |    |   |   |   |   |    |   |   |   |   |    |   |   |   |   |    |   |
|                              |   |   |   |    |   |   |   |   |    |   |   |   |   |    |   |   |   |   |    |   |
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|                              |   |   |   |    |   |   |   |   |    |   |   |   |   |    |   |   |   |   |    |   |

  

|  |   |
|--|---|
| <p><b>X = present</b></p> <p><b>H = holiday</b></p> <p><b>(If child is <u>absent</u>, leave space blank)</b></p> | <p><b>Completed Attendance Sheet due by the 10<sup>th</sup> of each month following the month of attendance. Failure to return completed attendance sheet by due date can result in payment for services being delayed.</b></p> <p><b>Deliver completed attendance sheet to :</b></p> <p>Suwannee County School District<br/> ATTN: Michele Howard<br/> 1729 Walker Avenue, SW, Suite 200, Live Oak, Florida 32064<br/> 386-647-4636- ofc. 386-208-8687- FAX<br/> michele.howard@suwannee.k12.fl.us</p> |
|--|---|

**EXHIBIT D**

**Suwannee County School District  
Teenage Parent Program**

1. I understand this is a voluntary program and requires parental permission (if minor).
2. I certify that I am eligible for participation in the Teenage Parent Program.
  - a. Eligibility requirements: currently enrolled in the Suwannee County School District, and have documented proof of pregnancy or birth.
3. I understand that the goal of my participation in the Teenage Parent Program is to continue my education to obtain a standard diploma.
4. I understand that if I pursue the receipt of an adult diploma or home school, I am no longer eligible for this program or its services.
5. I understand that I am responsible for communicating with Suwannee County District Schools regarding my need for day care, transportation, services, and any change in eligibility for this program.
6. I understand that I am responsible for providing the Suwannee County School District the following documents:
  - a. Medical documentation of my pregnancy and/or birth certificate.
  - b. My child's immunization record and physical form.
  - c. My child's social security card or documentation of the application for the card.
7. I understand that I am required to attend school regularly and that my child is required to attend day care on all days that I attend school except in case of illness (mine or my child). I also understand that my child can only go to day care when I am in school.
8. I understand this packet has to be completed yearly in order to participate in the Teenage Parent Program.

**Intent:**

- ☐ I plan to participate in the voluntary Teenage Parent Program.
- ☐ I do not want to participate in the Teenage Parent Program.

**Transportation:**

- ☐ I will need transportation for my child/children. I understand that I have to ride the bus with my child and provide the proper car seat.
- ☐ I do not need transportation for my child/children.

**Day care:**

- ☐ I need day care for my child/children. Day care of choice \_\_\_\_\_.
- ☐ I do not need day care for my child/children. Who keeps your child? \_\_\_\_\_.

I acknowledge that I have read and understand the rules and goal of Suwannee County School District's Teenage Parent Program and that failure to comply with these rules and goals may result in the termination of my participation in the program. I have also received the Teenage Parent Program packet provided by Suwannee County School District that includes educational material according to FS 1003.54.

Student Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

Guidance Counselor Signature \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT D****Page 2 of 2 of Exhibit D**

**Suwannee County School District  
Student Dropout Prevention Component  
Teenage Parent Program Referral/Eligibility and Placement**

Student Name \_\_\_\_\_ Grade \_\_\_\_\_ School \_\_\_\_\_  
 Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_ Race \_\_\_\_\_  
 Address \_\_\_\_\_ Phone Number \_\_\_\_\_  
 Baby/Child's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_  
 Social Security Number \_\_\_\_\_ Sex \_\_\_\_\_ Race \_\_\_\_\_ Birth Weight \_\_\_\_\_  
 Baby/Child's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_  
 Social Security Number \_\_\_\_\_ Sex \_\_\_\_\_ Race \_\_\_\_\_ Birth Weight \_\_\_\_\_

1. Student placed in Teenage Parent Program (date) \_\_\_\_\_ on basis of:
  - a. \_\_\_\_\_ Medical diagnosis of pregnancy by physician \_\_\_\_\_ Ultrasound Due date: \_\_\_\_\_
  - b. \_\_\_\_\_ Birth Certificate \_\_\_\_\_ Social Security Card \_\_\_\_\_ Health Physical \_\_\_\_\_ Immunizations \_\_\_\_\_
2. Parent notification/letter date \_\_\_\_\_
3. Staffing committee meeting date \_\_\_\_\_

**Parent Conference Checklist**

A Guidance Counselor has discussed the following with the student and parent:

- ☐ Explanation of Teenage Parent Program and services provided  
☐ Adjusted the student's schedule (if needed)  
☐ Participation and criteria for child care (if needed)  
☐ Complete enrollment forms for child/children

Signature Guidance Counselor \_\_\_\_\_ Date \_\_\_\_\_  
 Student Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_ I give permission for (name of student) \_\_\_\_\_ to participate in the  
 Teenage Parent Program during the (School Year) \_\_\_\_\_.

\_\_\_\_  
 Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_ I do not want my son/daughter to participate in the Teenage Parent Program.

\_\_\_\_  
 Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

## **EXHIBIT E**

### **Public Records Law Requirements Under Chapter 119.0701, Florida Statutes (2018)**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2018), you must comply with Florida's public records law.

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

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

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

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes (2018), for additional record keeping requirements.

#### **REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES**

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

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

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes (2018).



**STUDENT INTERNSHIP AGREEMENTS  
FOR UWF STUDENTS WORKING IN OUTSIDE NON-CLINICAL AGENCIES**

**AGREEMENT GUIDELINES AND STUDENT INTERNSHIP AGREEMENT**

**FORM A**

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**Introduction**

In an effort to provide UWF students with hands-on experiences outside the classroom that are consistent with the goals and objectives of the curriculum, students are placed in learning experiences at external agencies such as health care facilities, social service agencies, and other businesses. Learning experiences typically are unpaid and are part of a student's course requirement. The rights and responsibilities of the University and the site are implemented through a student internship agreement. The following items are intended to provide assistance to University departments as they go through the process.

**Student Internship Agreement**

1. Under the Heading and under Section I. - Please make sure that the **Department is identified in the blank space provided**. The agreement needs to indicate which Department is accepting responsibility for administering the agreement within the University. Example: "Department of Political Science."
2. Under Section I. Parties – Please make sure that the **Agency is identified in the blank space provided**. The agreement needs to indicate which outside entity or "Agency" is accepting responsibility for administering the student internship experience. Example: "Escambia County Board of County Commissioners."
3. Under Section III. Term – Contracts will not take legal effect until all parties have signed the document. This is of critical importance because if you are operating for some period of time before the contract is fully signed ("executed") you (and the University) are operating without the protection of a legally binding contract. Therefore, student internship agreements should be fully executed (signed) before a student is placed in a site.
4. Under Section V. Mutual Responsibilities – Please make sure that the **Department, the minimum total hours and the hours per week are identifiable in the blank space provided**.
5. Under Section VIII. Coordinators – Please make sure that **the Agency's liaison and contact information and the University Department, Bldg. and Room are identified in the spaces provided**.
6. Monetary compensation to students may or may not be provided under the terms set out in the Student Internship Agreement. If monetary compensation is provided, the Agreement provides that the party making payments shall be responsible for the applicable payroll, accounting, tax withholding, worker's compensation insurance and unemployment benefits."

7. Students do **not** sign student internship agreements. The student internship agreement clarifies the responsibilities of the University and the Agency. Students do not have the authority to bind the University and are not parties to this Agreement. (NOTE: Please do not place the responsibility for getting this agreement completed upon your student(s). This is something that should be handled by the Associate/Assistant Dean or Placement Coordinator).
8. The University's student internship agreements are located at the Office of the General Counsel's website at <https://uwf.edu/offices/general-counsel/office-of-general-counsel/legal-forms/>. As long as you use the current student internship learning agreement or clinical student internship agreement with no additions or deletions, review of the agreement by the Office of the General Counsel is not necessary. However, if the Agency recommends changes to the University's student internship agreement, those changes must be reviewed by the Office of the General Counsel if the changes are to a key areas of emphasis, i.e. indemnification, choice of law and venue, anti-discrimination, FERPA or GDPR and insurance provisions, if any.
9. If an Agency requires use of its own agreement instead of the University's student internship agreement, review of the agreement is required by the Office of the General Counsel the first time that the form is used. Thereafter, it need not be reviewed and approved by Counsel again unless it is altered or amended.
10. Signature Process. Typically, the Placement Coordinator forwards the agreement to the internship site representative for signature via DocuSign. This should be handled directly by the Associate/Assistant Dean and the Placement Coordinator. When the agreement is returned, it is signed by the Dean and Chair via DocuSign. On the signature page, the left-hand column is for the Dean's and Chair's signature and the right-hand column is for the external agency representative's signature. **Students do not sign the experiential learning agreement.**
11. **During the process of submitting the agreement through DocuSign, the Associate/Assistant Dean or Placement Coordinator, must send a copy of the final signed Agreement to the Provost's office through DocuSign using the [internagreements@uwf.edu](mailto:internagreements@uwf.edu) e-mail address. The Student may not begin the internship unless or until the signed agreement is submitted to the Provost's office.**

**UNIVERSITY OF WEST FLORIDA**  
**Department of Education and Professional Studies**

**STUDENT INTERNSHIP AGREEMENT**

**I. Parties**

This Student Internship Agreement ("Agreement") is made and entered into as of the date last signed below between The University of West Florida, Department of Education and Professional Studies, acting for and on behalf of the University of West Florida Board of Trustees, a public body corporate (hereinafter "University") and Suwannee County School Board (hereinafter referred to as "Agency"), (collectively, the "Parties").

**II. Purpose of Agreement**

It is mutually agreed that the purpose of this Agreement is to provide a comprehensive learning experience for participating students from the University within a professional setting in accordance with the guidelines set forth in this Agreement and any attached addenda. This Agreement confirms the mutually agreed terms and conditions of supervised learning experiences to be performed at the Agency.

**III. Term**

- A. The term of this Agreement shall commence on the date upon which the last signature is affixed hereto and will automatically renew annually unless either party provides at least ninety (90) days written notice of its intent to terminate prior to the expiration of the then current annual term.
- B. This Agreement may be terminated by either party upon written notice of at least ninety (90) days. In the event of a termination, the Parties should use their best efforts to ensure that the termination will not negatively affect students currently placed at the Agency.

**IV. Compliance with UWF and Agency Policies**

- A. Students working for the Agency will be subject to the UWF Student Code of Conduct, copies of which will be provided to the Agency by the UWF Placement Coordinator. If alleged violations occur, the Agency will notify the UWF Placement Coordinator ("University Coordinator"). If such alleged violations reasonably seem to pose a continuous threat to others, the alleged violator may be suspended immediately by the Agency from participating in the Agency's activities.
- B. Agency reserves the right to request the University to withdraw any Student from its facilities whose conduct or work with patients or personnel is not in accordance with the policies and procedures of the Agency. In such event, the Student's participation in the program at the Agency shall immediately cease. It is understood that only the University can dismiss a Student from the Program. Agency will advise the University at the earliest possible time of any deficit noted in a Student's ability to progress toward achievement of the stated objectives of the experience. Agency shall provide an orientation session/materials for Students and shall assure that all Students are made aware of those actions which may result in dismissal for cause.

- C. The Agency may also require the student(s) participating in the Agency's activities to comply with its own operational policies and procedures.

**V. Mutual Responsibilities**

**A. Educational Program.**

1. The Parties agree to provide a comprehensive learning experience within a professional setting (the "Program") for students enrolled in the University's College of Education program ("Students"). Student participation in the Program will require a minimum of 100 total hours (100 credit hours) requiring approximately 8 – 10 hours per week depending on the needs of the Agency and opportunities for the Students.
2. The Parties agree that the Students selected for the program will be permitted to participate at dates and times mutually agreeable between the Agency and the University. The number of Students and specific dates when the Students will be utilizing the various departments of the Agency will be established and agreed upon by both parties in advance of the specific session.
3. The Parties agree to work together to maintain an environment that provides quality student learning within the curriculum plan of the Program. Agency and University shall be mutually responsible for the assignment for Students taking part in the Program based upon the goals and objectives of the Program.
4. The Parties shall ensure Student participation shall complement, rather than displace, the work of paid employees of the Agency.

- B. Non-Discrimination/Harassment. The parties agree to continue their respective policies of nondiscrimination and harassment based on age, color, disability, gender, gender identity, sex, sexual orientation, marital status, national origin, race, religion, and veteran status. Each party shall be responsible for their compliance with applicable state and federal laws, rules and regulations prohibiting discrimination and/or harassment.

- C. Non-Disclosure. The University may disclose information from a Student's educational record and personal data, as appropriate, to personnel at the Agency who have a legitimate need to know in accordance with the Family Educational Rights and Privacy Act of 1974, as amended (20 U.S.C. 1232g; 34 CFR Part 99) and the European Union General Data Protection Regulation. The Agency hereby agrees that its personnel will use such information only in furtherance of the Program for the Student, and that the information will not be disclosed to any other party without notice to the University and with the Student's prior written consent. For the purposes of this Agreement, the University hereby designates Agency as a school official with a legitimate educational interest in the educational records of the participating Student(s) to the extent that access to the Student's records is required by Agency to carry out the Program. Records of University and Agency will be subject to public access only to the extent required by Chapter 119, Florida Statutes.

- D. Assumption of Risk. Each party assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of that party and its own officers, employees and agents while acting within the course and scope of their employment or agency. Nothing contained in this Agreement shall be construed or interpreted as denying the University or other state entity any remedy or defense available under the laws of the State of Florida; the consent of the University

to be sued; or a waiver of sovereign immunity of the University beyond the waiver provided in section 768.28, Florida Statutes (2018).

**VI. Specific Responsibilities of the University**

- A. Coordinator. University shall designate a person or persons to coordinate and act as liaison with the appropriate Agency personnel. University shall provide to Agency the current curriculum, course objections, and any syllabus of University's applicable educational Program, as well as all forms regarding practicum experience and instructions for completion of these forms. The University shall provide one or more faculty who will be responsible for instruction of the students while participating in the Program and for evaluation of each such student. The University faculty has the responsibility of selecting, planning, and evaluating the work of the Students and for providing the Agency with necessary forms and information relating to the Program.
- B. Approve the placement site and learning objectives.
- C. Select and register students for placement.
- D. Student List. University shall provide the Agency with a list of Students participating in the learning experience at least ten (10) days before each program is to start. There is no minimum number of Students required to be placed at the Agency.
- E. Implement procedures to notify students of obligations listed below:
  - 1. Attend orientation sessions regarding learning activity;
  - 2. Comply with all applicable policies and operational procedures of the Agency
  - 3. Give prior notice of necessary absence to appropriate UWF and Agency personnel;
  - 4. Obtain and maintain any required professional personal liability and/or health insurance;
  - 5. Maintain professional standards of confidentiality; and
  - 6. Participate in all individual or group meetings associated with learning activity.
- F. Attendance. University shall instruct each Student to attend all educational activities and adhere to applicable attendance policies of Agency where Student may be assigned. The University shall also inform the Agency of the UWF academic calendar and initiate discussion of the students' obligations to report to the Agency whenever classes are not in session.
- G. Student Progress. University agrees to communicate with the Agency's coordinator and Student to assess Student's progress as necessary.

**VII. Specific Responsibilities of the Agency**

It shall be the responsibility of the Agency to:

- A. Orientation. Provide an appropriate orientation to Students concerning the facilities and the rules, policies and procedures of the Agency and other related material, such as scheduling information.
- B. Educational Experience. The Agency agrees to provide to University Coordinator a list of duties or job descriptions for student placements with notation of any specific prerequisite skills or abilities. The Agency agrees to provide professional facilities and services for Students in accordance with the objectives of the program and assist in the evaluation of Student's learning experience. The

Agency agrees to participate in planning and evaluation sessions with Students and, where appropriate, with University faculty. The Agency agrees to provide on-site supervision of Students relating to the educational experience. The Agency agrees to provide timely evaluation of student performance in the manner specified by the University and conduct exit interviews with Students that will include discussion of the Agency's evaluation of the Student.

- C. Provide a safe environment in compliance with all federal and state laws and inform UWF and students of hazardous conditions and unusual circumstances that may create unsafe conditions.
- D. Provide to the University Coordinator and students written policies and operational procedures to which students are expected to adhere while they are at Affiliation setting.
- E. Notify the University Coordinator of unsatisfactory performance or misconduct of a student and provide related documentation to the coordinator. If a student fails to comply with Affiliate's policies and procedures, the Agency may immediately suspend or terminate that student from further participating in the program on its premises.
- F. Coordinator. Designate a coordinator or preceptor from its staff to act as the liaison with University in this Agreement. The Agency Coordinator has the responsibility of selecting, planning, and evaluating the work of the students and such selecting, planning and evaluating shall be accomplished in accordance and consistent with the policies and programs of the University Coordinator.

**VIII. COORDINATORS.** University and Agency shall designate a person (or persons) to coordinate and act as preceptor or liaison with the other party as set forth below:

Agency:  
Suwannee County School Board  
1729 Walker Avenue, SW, Suite 200  
Live Oak, FL 32064  
Attn: Ted L. Roush, Superintendent of Schools

University:  
University of West Florida  
College of Education and  
Professional Studies  
11000 University Parkway  
Building 164/Room 164  
Pensacola, FL 32514  
Attn: Program Coordinator

**IX. Specific Responsibilities of Students**

University agrees to advise each Student assigned under this Agreement to:

- A. Compliance. Comply with the UWF Student Code of Conduct, policies and procedures of the University and Agency, and with all state, local and federal regulations.
- B. Uniform. Provide and wear any necessary and appropriate uniform while on duty with the Agency.
- C. Transportation. Arrange for all transportation requirements for participation in the Program.

**X. Mutual Terms and Conditions**

- A. Independent Contractors. The relationship of the Parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture, or partnership relationship. Neither

party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with operations under this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party.

B. Conflicts. Both parties agree that in the event conflicts or problems arise related to the participation of any Student pursuant to this Agreement, Agency shall immediately contact University's Coordinator. In the event that disagreements are not resolved by the Student involved, and the coordinators, such disagreements shall be resolved by the Chairperson of the Department at the University and the chief executive officer of Agency or his/her designee.

C. Integration. This Agreement, together with any applicable Addenda, represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all negotiations, understandings and representations (if any) made by and between such parties. The terms and provisions hereof may be amended, supplemented, waived or changed by a writing signed by each of the parties hereto.

D. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida and any disputes shall be filed in a Florida court of competent jurisdiction.

E. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions shall not be affected thereby.

F. Assignment. This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party.

G. Electronic copies. This Agreement may be executed by electronic or facsimile means and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

#### **XI. Special Additional Conditions Where Agency is a Private "For-Profit" Entity**

*See U.S. D.O.L. Fact Sheet #71 Internship Programs Under the Fair Labor Standards Act April 2010)*

Where the Agency is a private, "for-profit" entity, and it is contemplated that the Student will not be compensated in compliance with the wage and hour provisions of the Fair Labor Standards Act (e.g., at least minimum hourly wage, time and a half for overtime, etc.), then Agency agrees that the placement will have the following characteristics:

1. The placement, even though it may include actual operation of the facilities of the Agency, is similar to training which would be given in an educational environment;
2. The placement experience benefits the student;
3. The student does not displace regular employees, but works under close supervision of existing staff;
4. The Agency derives no immediate advantage from the activities of the student; and on occasion its operations may actually be impeded;
5. The student is not necessarily entitled to a job at the conclusion of the placement; and

6. The Agency and the student understand that the student is not entitled to wages for the time spent in the placement.

**XII. Number of Placements**

Agency and UWF will mutually determine the number of students to be placed at Agency for a given term. Agency and UWF may decide to have no active placements for a period of time without affecting the continuation of this Agreement.

**XIII. Monetary Compensation to Student**

While not required, monetary compensation may be provided to students placed in learning activities under this Agreement by either Agency or by the University. Accounting for such compensation and for any applicable taxes and benefits will be the responsibility of the party providing such compensation to the student.

**XIV. Employment**

Students are not considered employees or agents of either UWF or Agency. Rather, Students are considered to be independent contractors for purposes of this Agreement.

**XV. Entire Agreement**

This Agreement represents the entire agreement between the Parties and may not be modified without the written consent of both parties. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective authorized representatives.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

**The University of West Florida**

By: \_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_  
Title: Dean of College of \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_  
Title: Chair of UWF Dept. of \_\_\_\_\_  
Date: \_\_\_\_\_

**Agency**

By: \_\_\_\_\_  
Signature  
Print Name: Ted L. Roush  
Title: Superintendent of Schools  
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"**

**Not final until a signed and executed copy of this Agreement is submitted to the Provost's office through DocuSign using the internagreements@uwf.edu e-mail address.**