

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
July 14, 2020

AGENDA

- 9:00 a.m. Call to Order/Welcome/Pledge Ed daSilva, Chairman
- 9:02 a.m. School Re-opening Update for 2020-2021 Ted Roush/Directors
- 10:30 a.m. Expulsion Process Update.....Leonard Dietzen
- 11:00 a.m. Assistant Superintendent ofBill Brothers
Administration Department Update
• Policies (**pgs. 2-19**)
- 11:30 a.m. Lunch
- 12:30 p.m. School Safety and Other AdministrativeMalcolm Hines
Services Department Update
• Various Contracts (**pgs. 20-31**)
- 1:00 p.m. Human Resources Department Update..... Walter Boatright
• Various Contracts (**pgs. 32-56**)
- 1:30 p.m. Superintendent Update..... Ted Roush
- 2:30 p.m. Adjourn

CHAPTER 3.00 - SCHOOL ADMINISTRATION

PLEDGE OF ALLEGIANCE AND SOLEMNIZING MESSAGE 3.20

- I. In order to solemnize the proceedings of the Suwannee County School Board, it is the policy of the Suwannee County School Board to allow the Pledge of Allegiance to be recited and a voluntary solemnizing message to be expressed before its meetings for the benefit of the School Board.
- II. The solemnizing message may be listed or recognized on the Board agenda item for the meeting but not as part of the public business.
- III. No member or employee of the Suwannee County School Board or any other person in attendance at the meeting shall be required to participate in the Pledge or any solemnizing message that is offered.
- IV. The Pledge of Allegiance shall be led and a solemnizing message may be voluntarily delivered by a student from a Suwannee County school, scheduled on a rotating basis among all Suwannee County schools.
- V. The Pledge and voluntary solemnizing message shall be offered by a student representing one of the schools shown below in accordance with the following schedule:

| <u>Month</u> | <u>School</u> |
|---------------------|---------------------------------|
| January | Suwannee Springcrest Elementary |
| February | Branford Elementary School |
| March | Suwannee Middle School |
| April | Suwannee Pineview Elementary |
| May | Suwannee High School |
| June | RIVEROAK Technical College |
| July | Suwannee Virtual School |
| August | Donald R. Cooke School |
| September | Suwannee Middle School |
| October | Branford High School |

CHAPTER 3.00 - SCHOOL ADMINISTRATION

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| November | Suwannee High School |
| December | Suwannee Riverside Elementary |

- VI. An alphabetical list shall be maintained by the Secretary to the Board of all student organizations and clubs for each school. The president (or appropriate elected student leader with a similar title) of each club shall be offered the opportunity to lead the Pledge of Allegiance and to offer a voluntary solemnizing message before the commencement of School Board meetings on a rotating basis. The maintenance of this alphabetical list by the Secretary to the Board shall be strictly a clerical function with said Secretary having no power or discretion to alter the alphabetical ranking or take any action to change the foregoing selection process.
- VII. The opportunity shall be offered in alphabetical order based on the name of each school club or organization. The rotation of the selection process shall continue through the entire list of school clubs and organizations until the end of the list is reached, at which time selection shall continue from the beginning of the list. At the beginning of a new year, the rotation process does not reset to the beginning of the list, but rather continues from the point at which a student leader was last selected.
- VIII. If a school club or organization president (or appropriate elected student leader with a similar title) declines the opportunity to lead the Pledge before the meeting of the School Board, the opportunity shall be offered to the president (or appropriate elected student leader with a similar title) of the next school club or organization on the alphabetical list for that school. This process shall continue until the opportunity is accepted by a student leader. If no student from any student organization or club at the school selected for that monthly regular Board meeting is available to offer the Pledge and solemnizing message, then the opportunity shall be offered in the same alphabetical order based on the name of each school

CHAPTER 3.00 - SCHOOL ADMINISTRATION

club or organization to the next school shown on the schedule above without affecting that school club's or organization's opportunity to offer the Pledge and solemnizing message at the regular monthly Board meeting for which it has been scheduled. For example, if no student from a club or organization from the Branford Elementary School accepts the opportunity to offer the Pledge and solemnizing message for the month of February, the opportunity shall be offered to a student from a club or organization at Suwannee Middle School which shall still have the opportunity to offer the Pledge and solemnizing message for the month of March.

- IX. The selected student shall deliver the Pledge and any voluntary solemnizing message in his or her capacity as a private citizen, and according to the dictates of his or her own conscience.
- X. No guidelines or limitations shall be issued regarding the content of a solemnizing message, except that the Suwannee County School Board shall request by the language of this policy that no solemnizing message should proselytize or advance any faith, disparage the religious faith or non-religious views of others, nor should the length of a solemnizing message exceed three (3) minutes. The student comments and conduct must be in compliance with the Student Conduct and Discipline Code for the student's school.
- XI. No member(s) of the Suwannee County School Board shall engage in any prior inquiry, review of, or involvement in, the content of any solemnizing message to be offered.

CHAPTER 3.00 - SCHOOL ADMINISTRATION

- XII. After the opening gavel that officially begins the meeting and the agenda/business of the public, the Chairperson of the Suwannee County School Board shall introduce the student selected to lead the Pledge of Allegiance and to offer a voluntary solemnizing message.
- XIII. The Chairperson shall also invite those who wish to stand for the observance of these events to do so, and those who wish to be excused shall be excused for the duration of the pledge and solemnizing message.
- XIV. This policy is not intended, and shall not be implemented or construed in any way, to affiliate the Suwannee County School Board with, nor express the Suwannee County School Board's preference for, any faith or religious denomination. Rather, this policy is intended to acknowledge and express the Suwannee County School Board's respect for the diversity of religious denominations and faiths represented and practiced among the citizens of the Suwannee County, Florida.

STATUTORY AUTHORITY:

1001.41; F.S.

LAWS IMPLEMENTED:

U.S. Constitutional Amendment 1

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| History: | Adopted: April 27, 2010 |
| | Revision Date(s): 2/27/2018 |
| | Formerly: NEW |

CHAPTER 5.00 – STUDENTS

EXPULSION OF STUDENTS

5.12

POLICY:

The school principal may recommend to the Superintendent the expulsion of any student who has committed a serious breach of conduct including, but not limited to: willful disobedience; open defiance of authority of the School Board employee; violence against persons or property; giving or selling intoxicating beverages, controlled substances, drugs or counterfeit drugs to any person on school grounds or at any school-sponsored activity; threatening or using a weapon against any person; conviction of a felony; and any other act which substantially disrupts the orderly conduct of the school, and any Level III and/or IV violation of the code of student conduct. The school principal or designee shall recommend to the Superintendent, the expulsion of any student who has violated School Board rules which require expulsion. Mandatory expulsion includes, but is not limited to giving or selling intoxicating beverages, controlled substances, drugs, or counterfeit drugs to any person on school grounds or at any school-sponsored activity; threatening or using a weapon against any person; any felonious act; conviction of a felony; and any second offense of possessing or under the influence of intoxicating beverages, controlled substances, drugs, or counterfeit drugs on school grounds or at any school-sponsored activity.

- A. The following procedures shall be observed when a student is suspended with a recommendation of expulsion:
 - 1. The Superintendent or designee shall receive and review recommendations for expelling a student from the school principal or designee who is directly charged with the supervision of the student concerned. These recommendations shall be submitted in writing to the Superintendent by the individual and shall indicate the grounds for the recommendation. The student's parent(s) or the adult student shall be notified in writing to inform them of the recommendation and to provide a reasonable opportunity to meet with the principal to discuss the recommendation and

CHAPTER 5.00 – STUDENTS

shall receive a copy of the recommendation submitted to the Superintendent. Such notification shall be sent by certified mail or by regular mail if the parent(s) or the adult student has been notified in person.

2. A preliminary investigation shall be conducted in accordance with the following.
 - a. The Superintendent shall direct an investigation based on the school's recommendation within five (5) school days of receipt of a recommendation for expulsion. The student's parent(s) or adult student shall be informed that the investigation is being conducted in a manner reasonably calculated to notify them. The Superintendent or designee may extend an existing school suspension pending the results of the investigation when reasonable belief exists that the student's return to school or continued attendance at school is detrimental to the student, school staff, and other students or tends to interrupt the orderly conduct of the educational process.
 - b. The Superintendent shall inform the student's parent(s) or adult student by certified mail of the suspension or extended suspension. If requested, the student's parent(s) or adult student shall be given a hearing with the Superintendent or his / her staff to challenge the extension or imposition of a suspension. Such hearing shall be informal in nature and shall be granted upon an oral or written request.
 - c. All interested parties shall be immediately informed in an appropriate manner when the Superintendent's investigation reveals that no reasonable basis exists for an expulsion recommendation to the School Board. The student shall immediately be readmitted to school with no penalty imposed for absences related to the

CHAPTER 5.00 – STUDENTS

investigation; this does not include the initial school suspension if reasonable in nature. Student records shall be properly annotated to indicate that grounds for expulsion were insufficient.

- d. All necessary school personnel shall cooperate in the investigation. Inquiries shall be made into alternatives to expulsion before further proceedings are initiated. The student's parent(s) or adult student shall be informed of any feasible alternatives and appropriate changes shall be made in the student's assignment or program to avoid expulsion proceedings. Any changes shall be based upon sound educational reasons and upon a reasonable belief that such a change will alleviate the problems leading to the school expulsion recommendation.
 - e. The Superintendent may develop routine procedures and forms for gathering data relating to expulsions. Such forms and procedures shall be internal administrative matters.
 - f. Investigations shall be conducted with deliberate speed, considering the nature of the facts underlying the school's recommendation and the characteristics of the student and his / her program.
3. Charges and the notice of the right to a hearing shall be governed by the following:
- a. Charges shall be made when a preliminary investigation is completed and there is reason to believe grounds exist for expulsion. The basis of the charges shall be specified with the Superintendent's recommended action,

CHAPTER 5.00 – STUDENTS

including specific allegations of fact to support the recommendation.

- b. Charges shall be served upon the student's parent(s) or adult student in a manner reasonably calculated to inform him/her of the charges. Certified mail addressed to the last known address of the parent(s) or adult student shall be considered sufficient notice.
 - c. The student's parent(s) or adult student shall be notified, in writing, of a proposed hearing date and of the right to an administrative hearing, in accordance with the provisions of chapter 120.57(1), Florida Statutes, before the School Board's Hearing Officer, if they desire to dispute the material allegations of fact contained in the charges and the recommendation of expulsion. To request a hearing, the parent(s) or adult student shall file a written request for a hearing with the Superintendent's office at the specified address and before a certain date and time identified in the notice. Failure to timely request a hearing, in writing, shall be considered a waiver of the student's right to a hearing to contest the charges.
 - d. The student's parent(s) or adult student who timely requests a hearing shall be notified in a manner calculated to inform him / her of the time, place, and nature of the hearing, including a statement of the legal authority and jurisdiction under which the hearing is to be held, a reference to the particular sections of the Florida Statutes and State Board of Education Rules involved, and specific references to School Board Rules.
3. A hearing shall be conducted pursuant to the following:
 - a. The hearing shall be governed by Florida Statutes relating to administrative procedures.

CHAPTER 5.00 – STUDENTS

- b. The School Board ~~chairperson~~ Hearing Officer) may direct the Superintendent, an administrative staff member, or the School Board attorney to present the evidence and testimony during the hearing to the School Board in support of the Superintendent's recommendation for expulsion.
- c. Reasonable flexibility in method or order of presentation shall be permitted. No parent, or adult student shall be prohibited from presenting reasonable matters to the ~~to the School Board~~ Hearing Officer because of unsubstantiated procedural irregularities.
- d. No parent, or adult student shall be prohibited from being represented at the hearing by an adult, whether as legal counsel or qualified representative.
- e. The ~~School Board~~ Hearing Officer shall be the finders of fact and shall make conclusions of law based on competent substantial evidence presented at the hearing. Nothing herein shall prevent the ~~School Board~~ Hearing Officer from seeking the advice or counsel of the attorney assisting at the hearing.

Both the principal or designee and the parent/guardian shall have the right, but not obligation, to submit a recommended order to the Hearing Officer containing proposed findings of facts and conclusions of law within one week following the hearing. The Hearing Officer may, in his/her discretion, use a proposed order submitted by either the principal/designee or the parent/guardian; provided however, the Hearing Officer may reject both proposed orders and issue his/her own order.

The School Board Hearing Officer ~~may~~ shall indicate its his/her finding of facts and conclusions of law in the form of a written Recommended Order to be sent to the parent or adult student and to the Superintendent. If the parent or adult student desires to appeal a School Board employee the findings of fact or conclusions of law to the entire School Board they shall file written Exceptions to the Recommended

CHAPTER 5.00 – STUDENTS

Order specifying the grounds for appeal and the Superintendent will schedule a hearing before the entire school board to hear the appeal. The School Board shall vote on the Recommended Order and/or the Exceptions to the Recommended Order and shall issue its final order in writing. ~~who shall write a final order for submission to the School Board for approval or modification.~~

5. Any student who is being considered for dismissal shall be accorded due process of law prior to dismissal. This shall include the following:
 - a. A written copy of the charges against the student;
 - b. The offer of a hearing at which the student may call witnesses and present evidence in the student's own behalf;
 - c. The right to cross-examine witnesses;
 - d. The right to defend the student's actions;
 - e. Legal counsel at the student's expense to assist the student in presenting a defense; and,
 - f. A written copy of the School Board's findings or action.
6. The following shall apply to informal proceedings on undisputed facts:
 - a. The student's parent(s) or the adult student may request, in writing, that an informal proceeding be conducted

before the School Board's Hearing Officer when the facts alleged in the charges upon which the Superintendent's recommendation is based are not disputed. The student's parent(s) or the adult student shall file a written request for informal proceeding before a date and time certain with the Superintendent's office as provided in the notice. Failure to

CHAPTER 5.00 – STUDENTS

timely file a written request for an informal proceeding shall be deemed a waiver of the student's rights to an informal proceeding before the School Board's Hearing Officer.

- b. Notification of the right to informal proceedings shall be given in the same manner as in the notice of right of hearings of disputed fact. The Superintendent, acting for the School Board, may establish a date for the informal proceeding to provide timely information on proceedings of the charges. Acceptance of the informal proceeding date by the student's parent(s) or the adult student shall
be deemed waiver of the notice requirements as to time.

The hearing shall not be held in a manner calculated to cause inadequate preparation time. Fourteen (14) days shall be deemed sufficient preparation time unless an objection is timely raised; the days shall be calculated from the day immediately following the actual personal notice or posting of the notice by certified mail.

- c. An informal proceeding shall be held before the School Board's Hearing Officer on the date proposed in the notice of right of informal proceeding when a timely request for an informal proceeding is filed. At the informal proceeding before the School Board's Hearing Officer, the student's parent(s) the adult student, or the legal counsel or representative may present written or oral evidence in opposition to the Superintendent's recommendation for expulsion is based.

Both the principal or designee and the parent/guardian shall have the right, but not obligation, to submit a recommended order to the Hearing Officer containing proposed findings of facts and conclusions of law within one week following the hearing. The Hearing Officer may, in his/her discretion, use a proposed order submitted by either the principal/designee or the parent/guardian; provided however, the Hearing Officer

CHAPTER 5.00 – STUDENTS

may reject both proposed orders and issue his/her own order
~~The School Board's Hearing Officer shall consider any oral testimony or written statements submitted by the parties and render a final order~~ in the same manner as in formal hearings of disputed fact.

7. The Superintendent shall notify the student's parent(s) or the adult student of the official School Board final action by certified mail with reasonable speed and include a copy of the School Board's final order. The notice shall inform the student's parent(s) or the adult student of his / her right to appeal the School Board's final order to the District Court of Appeal.
8. Other provisions for dismissal proceedings shall include the following:
 - a. The School Board may establish a set hearing time for routine consideration of matters of expulsion.
 - b. Any student who commits an act on school grounds or on a school bus which results in suspension during the last week of school shall be suspended for the remaining number of days of the suspension period when school opens the following year.
 - c. Any student who is suspended for the fourth (4th) time in a school year may be referred to the Superintendent for possible expulsion. After a student receives the third (3rd) suspension, the principal shall notify the parent(s) by telephone, conference, or by certified letter and explain the next suspension may result in a recommendation for dismissal. In all cases, telephone conferences shall be documented in writing.
9. A student who is expelled from the District by School Board action shall not be afforded a rehearing before the School Board /Hearing Officer unless prior evidence is proven to be false or new

CHAPTER 5.00 – STUDENTS

evidence is substantiated that was omitted from the original hearing. A request for rehearing shall be made by the parent(s) to the Superintendent or designee. The Superintendent's office shall determine whether the expulsion shall be reheard by the School Board /Hearing Officer.

- B. The Superintendent may recommend to the School Board expulsion of a student who is found guilty of a felony. Provided, however, any student subject to discipline or expulsion for the unlawful possession or use of any substance controlled under chapter 893, Florida Statutes, shall be entitled to a waiver of the discipline or expulsion if he / she divulges information leading to the arrest and conviction of the person who supplied such controlled substance or if he/she voluntarily discloses the unlawful possession of such controlled substance prior to arrest.
- C. Provisions for the expulsion of exceptional education students shall be described and set forth in the Code of Student Conduct.
 - 1. The dismissal of an exceptional education student shall not result in a complete cessation of educational services; the District is responsible for providing the dismissed student's education during the expulsion in accordance with a revised individual education plan (IEP).
 - 2. The following procedures shall be followed for the expulsion of exceptional education students:
 - a. The principal shall adhere to State Board of Education Rules when recommending expulsion of exceptional students and shall be responsible for convening a disciplinary review committee. The disciplinary review committee membership shall comply with State Board of Education Rule 6A-6.0331(2) and shall include, but not be limited to, the District administrator of exceptional students or designee, the school psychologist, the exceptional student education teacher, and the principal or designee. The disciplinary review committee shall review the student's IEP and shall determine whether the

CHAPTER 5.00 – STUDENTS

student's behavior bears a relationship to his / her exceptionality. A disciplinary review committee that determines the student's behavior is in relation to his / her exceptionality may modify the student's IEP in accordance with current needs and expulsion may not be applied. Procedures in subsection C.2.c. herein shall apply when a student's conduct does not bear a relationship to his / her exceptionality.

- b. An IEP meeting shall be conducted in compliance with State Board of Education Rule 6A-6.0331(3) and in conjunction with the disciplinary review committee meeting. The decision of the disciplinary committee shall be recorded on the IEP and shall be used in determining the adequacy of the current special program

and related services. The student's IEP may be revised to reflect:

- (1) A modification of the current special program or an alternative placement;
 - (2) An indication that the exceptionality is not a precipitating factor and the student is expected to behave in accordance with the rules established in the District's Code of Student Conduct.
- c. The principal is responsible for taking appropriate action consistent with School Board Rules and the Special Programs and Procedures for Exceptional Student Education Manual.
- d. The parent(s), or custodian of an exceptional education student shall be provided a copy of the suspension and expulsion procedures regarding discipline of exceptional education students at the initial placement meeting or at the first IEP meeting held in the District.

CHAPTER 5.00 – STUDENTS

3. Additional requirements for the expulsion of exceptional education students may be set forth in the Special Programs and Procedures for Exceptional Student Education Manual.

- D. This rule shall prevail over any District procedure which is contrary to or conflicts with these rule provisions.

STATUTORY AUTHORITY: 1001.41; 1001.42, F.S.

LAWS IMPLEMENTED: 120.57(1); 1000.21 1001.43; 1001.54; 1003.31;
1006.07; 1006.08; 1006.09; 1012.28, F.S.

STATE BOARD OF EDUCATION RULE: 6A-6.0331

History:

Adopted:

Revision Date(s): 04/26/05, 7/23/2019

Formerly: JGE

CHAPTER 8.00 - AUXILIARY SERVICES

SAFETY

8.01*+ OPTION 2

- I. The safety of pupils, employees and visitors shall be the responsibility of the authorized person in charge of each site owned or operated by the School Board. The supervisor of each site or facility shall cause to be established a safety committee which shall be responsible for the promotion of a safety education and accident prevention program for that site.
- II. Schools shall cooperate with the police, sheriff's department, fire department and other agencies promoting safety education.
- III. To assist in carrying out the responsibilities for safety, each principal shall appoint a member of the staff as school safety coordinator.
- IV. No person shall bring any firearm, weapon or destructive device into any school board owned facility unless such weapon is required as part of his/her regular job responsibilities.
- V. School Environmental Safety Incident Reporting. The Superintendent shall develop and implement procedures for timely and accurate reporting of incidents related to school safety and discipline and shall provide training to appropriate personnel in accordance with law and State Board of education rules. The District will utilize Florida's School Environmental Safety Incident Reporting (SESIR) Statewide Report on School Safety and Discipline Data to report the 26 incidents of crime, violence and disruptive behaviors that occur on school grounds, on school transportation, and at off-campus, school sponsored events to the Department Of Education.
 - A. The Superintendent must certify to the Department of Education that the requirements for timely and accurate reporting of SESIR incidents has been met.
 - B. School principals must ensure that all persons at the school level responsible for documenting SESIR information participate in the on-line

©NEFEC

NEFEC 8.01*+ OPT 2

Revised: 06/10/20

CHAPTER 8.00 - AUXILIARY SERVICES

training offered by the Department and ensure that SESIR data is accurately and timely reported.

- VI. Nonmedical School District personnel shall not perform invasive medical services that require special medical knowledge, nursing judgment and nursing assessment including, but not limited to, sterile catheterization, nasogastric tube feedings, cleaning and maintaining a tracheotomy and deep suctioning of a tracheotomy. Nonmedical assistive personnel can perform health related services upon successful completion of child-specific training by a registered nurse, a licensed practical nurse, a physician or a physician assistant. These procedures, which include but are not limited to clean intermittent catheterization, gastrostomy tube feedings, monitoring blood glucose and administering emergency injectable medications, must be monitored by a nurse. A registered nurse, licensed practical nurse, physician or physician assistant shall determine if nonmedical School District personnel shall be allowed to perform any other invasive medical services not listed above.
- VII. A child under the age of sixteen (16) shall wear appropriate headgear as required by law for any equine activity on a public school site. Students shall wear appropriate headgear when participating in an off campus, school sponsored equine activity as required by law.
- VIII. The Superintendent shall develop and present to the Board for approval appropriate emergency management and emergency preparedness plans.
- IX. The District shall annually conduct a self-assessment of safety and security practices. Based upon this self-assessment and other concerns, if applicable, the Superintendent shall present appropriate recommendations to the School Board for increasing safety and security and the School Board shall take such actions as it deems necessary and appropriate to address safety and security in the District or at individual sites.

CHAPTER 8.00 - AUXILIARY SERVICES

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

316.614, 773.06, 1001.43, 1006.062(3), 1006.07, F.S.

HISTORY:

ADOPTED: _____
REVISION DATE(S): _____
FORMERLY:

**SCHOOL RESOURCE OFFICER AND SCHOOL SAFETY AGREEMENT
BETWEEN
THE SCHOOL BOARD OF SUWANNEE COUNTY
AND
THE SUWANNEE COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT made and entered into on July 28, 2020, by and between the SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA, hereinafter referred to as the "Board" and the SUWANNEE COUNTY SHERIFF'S OFFICE, hereinafter referred to as the "Sheriff".

WHEREAS, the Board has requested School Resource Officers to provide full-time law enforcement services at designated school within Suwannee County, Florida for the purpose of fulfilling the requirements set forth in sections 1006.12 and 1006.13(4), Florida Statutes; and

WHEREAS, the Sheriff has agreed to provide certified deputy sheriffs to serve as School Resources Officers to perform the duties and services set forth in sections 1006.12 and 1006.13(4), Florida Statutes, and outlined herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties do hereby covenant and agree as follows:

I. Staffing and Funding:

1. The Sheriff agrees to hire eight (8) and up to nine (9) full-time certified deputy sheriffs to act in the capacity of full-time school resource officers ("SRO") for the 2020-2021 school year.
2. SROs shall perform the duties outlined herein on a full-time basis not to exceed forty (40) hours per week beginning on the first day of 2020-2021 student school year schedule until the last day of the of 2020-2021 student school year schedule. SRO school assignments shall be determined by joint consultation between the Board and the Sherriff. SRO schedules may be altered at the direction of the Board to accommodate school functions which are held outside normal school hours
3. The Board shall pay the Sheriff the sum of **\$44,000.00** per SRO, per year (up to \$396,000.00) and the Sheriff shall be responsible for paying the salaries and all other benefits to SROs. In the event, SROs are not available to the Board for the entire school year, the Board shall only have to pay a pro-rata portion of the annual fee.
4. The Sheriff or his designee shall be responsible for selecting SROs on the basis of the following criteria:
 - i. Each SRO must be a sworn law enforcement officer within the as defined in section 943.10(1), Florida Statutes.
 - ii. demonstrate the ability to communicate effectively with students.
 - iii. demonstrate the ability to approach and interact with student parents and teachers regarding student behavior, and

- iv. demonstrate the ability to cooperate and work proactively with school administrators to promote school safety and mitigate potential threats to the safety and welfare of students and faculty.
- 5. SROs shall remain employees of the Sheriff and are not employed by the Board in any capacity. The Sheriff may dismiss or remove an SRO based on violations of Sheriff's Office rules, regulations, or orders.

II. School Safety Coordination

- 6. The Sheriff shall be responsible for supervising SROs and shall maintain a log of all activities performed by each SRO. Information compiled in this log shall be available to the Board, Superintendent, Principals, and the Board's Threat Assessment Team in accordance with section 3.06 of the Board Policy Manual.
- 7. The Sheriff shall establish a liaison for the purpose of reporting to and meeting with the Superintendent and/or the Board's Threat Assessment Team on a regular basis to discuss school safety concerns arising during the 2020-2021 school year.
- 8. The Sheriff shall collaborate with all city police departments and law enforcement agencies in Suwannee County for the purpose of reporting and transmitting all acts or incidents which may potentially threaten school safety or security.

III. SRO Duties

- 9. The duties of SROs shall include, but not be limited to:
 - i. Law Enforcement:
 - a. In accordance with the Sheriff's policy, SROs shall initiate and perform both criminal or administrative investigations of any reported acts, incidents, or events which may pose a threat to school safety or security. The SRO shall notify the Board's Threat Assessment Team and the principal or the principal's designee regarding all investigations initiated.
 - b. Responds to potential crimes in progress on school campuses as informed by teachers or school administrators.
 - c. Responds to a reported violation of a criminal or civil restraining order.
 - d. Cites students, faculty, staff, and campus visitors when applicable for traffic violations or contraband.
 - e. Perform searches of students and school property, seizures, and the questioning of students in accordance with the laws of the State of Florida.
 - f. Assists parents in the school setting with child custody disputes and orders of the court.
 - g. Communicates with recipients of and recording with the Suwannee County Sheriff's office, trespass warnings to school board property as requested by the superintendent's designees.
 - h. Works with administration to support the overall safety and security of the

school.

- i. Filing appropriate reports and documenting such law enforcement actions as required by the Suwannee County Sheriff's office.
- j. Provides security services for expulsion meetings/hearings or other meetings as requested by the Board.
- k. The SRO shall not act as a school disciplinarian. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO, and the SRO shall then determine whether law enforcement action is appropriate.
- l. Provide assistance to the Board's Threat Assessment Team to evaluate the Schools best practices in compliance with the Marjory Stoneman Douglas High School Public Safety Act.
- m. Consult with the Board's Threat Assessment Team when a student exhibits a pattern of behavior, based upon acts or the severity of an act, that would pose a threat to school safety.

ii. Reporting:

- a. Shall report to the Sheriff and the Board's Threat Assessment Team all acts, incidents, or events reported to or personally observed by the SRO that may pose a threat to school safety or security.

iii. Education and Prevention:

- a. Provide instruction to students and teachers for reporting acts, incidents, or events which may threaten school safety or security.
- b. Coordinate all of his/her activities with the Board's Threat Assessment Team, school principal, and staff members and seek their permission, advice, and guidance prior to enacting any program within the school.
- c. Provide instruction for students that includes but is not limited to Life Skills Training and Substance Abuse Prevention education.
- d. Work with schools with student drivers to promote safe driving education.
- e. Assist students and families with counsel related to areas of concern that are brought to his/her office for guidance.
- f. Promote prevention of juvenile delinquency by working with stakeholders to encourage a healthy lifestyle and promoting positive conflict resolution.
- g. Promote positive student attitudes of law enforcement, by building a positive rapport among the student population.

iv. School and Community Involvement:

- a. Sustain a visible presence on school campuses to protect the lives and property of those on the school campuses.
- b. Work with administration to provide law enforcement presence at school sponsored activities, events and gatherings.
- c. Assist and aid in traffic issues that arise from beginning and ending the school day and other after hours school sponsored activities.
- d. Provide a visible, positive, and proactive presence on school campuses during the school day.

- e. Work to promote partnerships with local businesses and agencies to help provide resources to the school in both prevention and response efforts.
- f. Serve on the school site emergency management response committees.

VI. Student Records

- 10. The Sheriff shall maintain all records and documents associated with the duties and functions of SROs as outlined herein and in accordance with the requirements of Chapter 119, Florida Statutes.
- 11. SROs shall comply with all procedures applicable to the handling and distribution of student records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232 and section 1002.221, Florida Statutes.

V. Miscellaneous

- 12. SROs shall, at all times, cooperate with school staff to promote the intent and spirit of this program.
- 13. Nothing in this Agreement shall be construed to impair or restrict activities otherwise appropriate by SROs within that officer's authority as a certified law enforcement officer.
- 14. It is hereby acknowledged that the SROs assigned pursuant to the provisions of this Agreement are employees of the employing law enforcement agency and not employees of the Suwannee County School District. To the extent permitted by Florida law and within the limits of liability set forth in section 768.28, Florida Statutes, the Sheriff agrees to hold the Board harmless from any and all claims, damages, and judgments in connection with loss of life, bodily or personal injury, or property damage resulting from the actions of law enforcement officers employed and assigned pursuant to this Agreement, who are acting within the scope of their law enforcement responsibilities.
- 15. No provision of this Agreement to provide SRO services is intended to expand, enlarge, diminish, limit, waive or alter in any way the scope of responsibility, liability, immunities, or defenses which each signatory public agency has or may have for itself, its agents, or its employees. By entering into this Agreement, neither signatory agency intends that any third party beneficiary be created by execution of this Agreement. In the event that any claim, action, lawsuit, or other proceeding is brought by a third party against one or both of the signatory agencies hereto, the costs of defense shall be borne separately by the agency or agencies so charged.
- 15. This document constitutes the full understanding of the parties and no terms, conditions, understandings or Agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.
- 16. This Agreement shall be for a period of one year commencing the date of this Agreement, and ending [insert Agreement termination date], unless renewed.

INFO ONLY

SCSB 2021-04 (REVISED/RENEWAL)

17. Should any dispute arise as to the role of the SRO, the Board and the Sheriff shall be immediately notified and they or their designees shall meet as soon as possible to resolve the dispute.
18. This Agreement may only be terminated upon at least thirty (30) days prior written notice to the other party that the party has failed to substantially perform in accordance with the terms and conditions of this Agreement. The party in breach shall have thirty (30) days in which to cure the breach or the non-breaching party can terminate this Agreement and pursue all available legal and equitable remedies provided by law.
19. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is render impossible, impractical, or prevented during all or part of the 2020-2021 academic year by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence.- Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, the issuance or extension of existing government orders of the United States, the State of Florida, or Suwannee County, which prevents performance of the contract for all or part of the 2020-2021 academic year.

SUWANNEE COUNTY SHERIFF'S OFFICE SCHOOL BOARD OF SUWANNEE COUNTY

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

SCSB 2021-56 (REVISED/RENEWAL^

SCSB-2019-56 (NEW/REVISED)

Suwannee County Agreement No.

~~(Replaces SCSB-2018-119)~~

**INTERLOCAL AGREEMENT BETWEEN BOARD OF COUNTY COMMISSIONERS
AND SCHOOL BOARD FOR EMERGENCY SHELTERS
IN SUWANNEE COUNTY**

THIS AGREEMENT made this ~~f~~^{Jv^r} day of ~~July~~^{July}, 2020, by and between the ~~Suwannee County~~ Board of County Commissioners, Suwannee County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the Suwannee County School Board, a public agency of the State of Florida, hereinafter referred to as the "School Board".

WHEREAS, the County and School Board recognize their mutual obligations and responsibility for the sheltering of the citizens of Suwannee County during a state of declared local emergency, and

WHEREAS, it is mutually beneficial for the County and School Board to support efforts that facilitate communications and coordination; and

WHEREAS, the County and the School Board recognize the mutual benefits which will arise from the School Board providing facilities and staff to assist the County during a state of declared local emergency; and

WHEREAS, Section 252.38 (d), *Florida Statutes*, provides for the use of School Board facilities and necessary personnel to staff such facilities during declared emergencies; and

WHEREAS, Section 1013.372, *Florida Statutes*, requires the ~~incorporation~~^{incorporation} of Enhanced Public Shelter Design Criteria in new educational facilities to serve as public shelters for emergency management purposes; and

WHEREAS, Section 1013.372, *Florida Statutes*, provides exemption criteria from using the Enhanced Shelter Design Criteria; and

WHEREAS, Section 252.385, *Florida Statutes*, defines the State's intent to not have a deficit of safe public shelter space in any region of the State; and

WHEREAS, through this agreement the County and the School Board wish to maintain and enhance their cooperative and productive relationship to serve the citizens of Suwannee County; and

NOW, THEREFORE, by it mutually agreed between the Suwannee County School Board and the Board of County Commissioners of Suwannee County that the following requirements, criteria, standards and procedures shall be utilized in the preparing and coordinating the sheltering needs of the citizens of Suwannee County during a state of declared local emergency;

Suwannee County Agreement No

1. This Interlocal Agreement is entered into pursuant to the provisions of Sections 163.01, *Florida Statutes*, commonly known as the "Florida Interlocal Cooperation Act of 1969" (the Act), and all applicable portions of the Act are made a part hereof and incorporated herein as if set forth at length herein, including, but not limited to the following specific provisions:

(a) All of the privileges and immunities and limitations from liability, exemptions from laws, ordinance and rules, and all pensions and relief, disability, workers' compensations and other benefits which apply to the activity of officers, agents, or employees of the parties hereto when performing their respective functions within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Interlocal Agreement;

(b) This Interlocal Agreement does not and shall not be deemed to relieve any other parties hereto of any of their respective obligations or responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the parties to the Interlocal Agreement, in which case performance provided hereunder may be offered in satisfactions of the obligation or responsibility;

2. If any provisions of the Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provisions shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

3. Each party agrees that it will execute any and all documents or other instruments, and take such other action as is necessary to give effect to the terms and intent of this Agreement.

4. No waiver by either party of any term or condition of the Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different sections, subsection, paragraph, subparagraph, clause, phrase, or other provision of the Agreement.

5. All School Board facilities, equipment, materials and personnel are authorized to assist the County for the duration of any state of declared local emergency.

6. Throughout the year the School Board shall work cooperatively with the County to enhance the sheltering operations.

a. The School Board will provide core shelter staff that will include administration, ~~and~~ custodial, ~~and food service~~ personnel. In addition, district support teams from Information Services, Transportation, Maintenance and Custodial may be required.

7. In the event a state of local emergency is declared by the County:

a. The Suwannee County Director of Emergency Management or his designee shall notify the School Board Superintendent of the declaration of a state of local emergency.

b. The School Board shall, in a manner consistent with the County's Emergency Plan, ~~render~~ be responsible for rendering shelter assistance to the County.

c. The Suwannee County Director of Emergency Management ~~School Board Superintendent~~ or his designee shall be responsible for and coordinate the sheltering activities and services included in the Emergency Plan, pursuant to Section 252.38, *Florida Statutes*.

d. Every attempt will be made to have a law enforcement or school safety officer present before opening a shelter. If one is not available a school administrator will be present before opening.

e. ~~In order to support shelter operations, The School Board Superintendent or his designee shall be~~ the School Board shall provide a liaison in the emergency operations center or a direct contact, during the time shelters in schools are open.

8. For the duration of such emergency, all School Board employees shall remain employees of the School Board for the purpose of maintaining medical and workers compensation insurance.

9. ~~The County shall reimburse~~ The School Board is hereby delegated the School Board for responsibility for seeking reimbursement for all reasonable and necessary costs incurred by the School Board during a state of local emergency declared pursuant to Section 252.38(S), Florida Statutes from whatever source, including but not limited to FEMA, and other Federal or State Agencies. Such reasonable and necessary expenses may include, but not be limited to, reasonable and necessary actual costs incurred by the School Board for overtime wages, including mandatory benefits, paid to School Board employees while assisting the County during a state of local emergency declared pursuant to Section 252.38 (5), Florida Statutes.

~~Reimbursement shall be made in a lump sum amount and shall be conditioned upon the School Board providing the County with the individual time records of said employees along with FEMA ICS -214 Form for each person. In addition, the School Board agrees to provide the County with all necessary documentation in the School Board's control or possession, to enable the County to be reimbursed from other sources. Failure of School Board to cooperate and provide documentation within applicable FEMA or other reimbursement deadlines waives School Board's right to reimbursement and reasonable and necessary actual costs incurred by the School Board for all reimbursement eligible supplies and materials utilized for the operation of a shelter(s). The County shall have no responsibility for reimbursement to School Board of any reasonable and necessary expenses incurred by School Board during a state of local emergency declared pursuant to Section 252.38(S), Florida Statutes, including but not limited to, staffing, supplies and materials, in any amount above those reimbursed by other sources.~~

~~10. The County shall reimburse the School Board for reasonable and necessary actual costs incurred by the School Board for all reimbursement eligible supplies and materials utilized for the operation of a shelter while assisting the County during a state of local emergency declared pursuant to Section 252.38(5), Florida Statutes. Reimbursement shall be made in a lump sum amount and shall be conditioned upon the School Board providing the County with itemized records of said costs. In addition, the School Board agrees to provide the County with all necessary documentation in the School Board's control or possession, to enable the County to be reimbursed from other sources. Payment shall be made to the School within 30 days, or as soon as possible. Failure of School Board to cooperate and provide documentation within applicable FEMA or other reimbursement deadlines waives School Board's right to reimbursement.~~

~~11. The School Board shall provide annual training for all staff members involved with shelter operations. Those staff members will include all primary and back-up backup staff members that could potentially be assigned to a shelter or involved with shelter operations. If requested by the District, the County shall assist with or take the lead in providing training to the District's shelter operation teams. The School Board and the County agree that the County may deem it necessary, after the first twenty four (24) hours to supplement shelter staff with upon the opening up of a shelter, trained county employees, and/or CERT (Community Emergency Response Team) members allowing some School Board staff to be released from duty will be available with supplies.~~

~~12. The County and the School Board agree that the County may designate one school specifically for Special Needs clients which will be staffed by the Suwannee County Department of Health. In addition, County and the School Board agree that no pets, except service animals, will be permitted in any sheltering facility.~~

13.—This Agreement shall at all times be subordinate to the authority of the State Division of Emergency Management to make available any equipment, services, or facilities pursuant to Section 252.42, Florida Statutes, and to the plans of the Federal

12. ~~suwannee County Agreement No.~~ Government and the State of Florida acting through the State Division of Emergency Management.

14.13 Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement, and to avail itself of all remedies available to it arising at law or in equity for the breach of this Agreement. Remedies are mutually available and include damages and specific performance, as appropriate.

15.14 The term of this Interlocal Agreement shall be ~~for a period of six months from effective date to the end of the date coinciding with the end of the School Board fiscal year, June 30, of each year. After six months. At least 60 days prior to the end of each School Board fiscal year,~~ both parties will consult to make a unified decision whether to make any agreed upon changes. If no changes are made, then the term may be extended for an additional ~~4~~ one (1) year upon mutual agreement by the Board of County ~~Commissioner~~ Commissioners and Suwannee County School Board. The agreement will automatically renew each year unless either party makes known needed changes.

16.15 Pursuant to Section 163.01 (11), *Florida Statutes*, this Agreement, executed by the parties hereto, shall be effective immediately upon filing with the Clerk of the Circuit Court of Suwannee County.

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INFO ONLY

SCSB 2019-56-2021-56 (NEW/REVISED/RENEWAL)
(Replaces SCSB 2018-119)

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized officials on the date set forth below.

BOARD OF COUNTY COMMISSIONERS
SUWANNEE COUNTY, FLORIDA

Date: _____

By: _____
Len K. Stapleton, Chairman

Attest:

By: _____
Barry Baker, Clerk

SUWANNEE COUNTY SCHOOL BOARD

Date: _____ By: _____
Ed daSilva, Board Chairman

Attest:

By: _____
Ted Roush, Superintendent

Approved as to Form and Sufficiency BY

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

INFO ONLY

| Summary Report | |
|---------------------|--------------------------------|
| Title | compareDocs Comparison Results |
| Date & Time | 6/9/2020 10:57:23 AM |
| Comparison Time | 3.81 seconds |
| compareDocs version | v4.3.400.130 |

| Sources | |
|-------------------|---|
| Original Document | SCSB 2019-56 Interlocal Agmt. Emergency Shelters Fully Exec.pdf |
| Modified Document | SCSB 2021-56 Suw Co Board of Co Comm Emergency Shelters.pdf |

| Comparison Statistics | |
|-------------------------|----|
| Insertions | 36 |
| Deletions | 12 |
| Changes | 17 |
| Moves | 0 |
| Font Changes | 0 |
| Paragraph Style Changes | 0 |
| Character Style Changes | 0 |
| TOTAL CHANGES | 65 |
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| Word Rendering Set Markup Options | |
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| Name | Standard |
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| Inserted cells | |
| Deleted cells | |
| Merged cells | |
| Changed lines | Mark left border. |
| Comments color | By Author. |
| Balloons | False |

| compareDocs Settings Used | Category | Option Selected |
|-------------------------------------|----------|----------------------|
| Open Comparison Report after saving | General | Always |
| Report Type | Word | TrackChanges |
| Character Level | Word | False |
| Include Headers / Footers | Word | True |
| Include Footnotes / Endnotes | Word | True |
| Include List Numbers | Word | True |
| Include Tables | Word | True |
| Include Field Codes | Word | True |
| Include Moves | Word | False |
| Flatten Field Codes | Word | True |
| Show Track Changes Toolbar | Word | True |
| Show Reviewing Pane | Word | True |
| Update Automatic Links at Open | Word | [Yes / No] |
| Summary Report | Word | End |
| Detail Report | Word | Separate (View Only) |
| Document View | Word | Print |
| Remove Personal Information | Word | False |

EMPLOYEE PROTECTION LINE®
SUBSCRIBER AGREEMENT

THIS AGREEMENT entered into by in2vate, llc ("in2vate") and Suwannee County School Board ("Subscriber").

In consideration of the mutual promises herein contained and for good and valuable consideration, the sufficiency of which is hereby acknowledged, in2vate and Subscriber agree as follows:

1. **Services Provided by in2vate.** in2vate agrees to grant Subscriber access to the Employee Protection Line® service. in2vate or its agents have described this service to Subscriber and shall be substantially the same as outlined on the in2vate website or other materials provided to Subscriber.
2. **Term.** The term of this Agreement shall begin on July 28, 2020 (referred to as the "Beginning Date"). Services to be provided by in2vate will not begin until the last to occur of a.) receipt by in2vate of completed *Subscriber Information and Collective Risk Management® Team Contact Information Forms*, and b.) receipt by in2vate of the annual fee. The term shall be for a period of one (1) year starting on the Beginning Date ("Initial Term"). If the Subscriber is not satisfied with the Employee Protection Line service for any reason, within thirty (30) days following the Beginning Date, in2vate will refund the fee for the Initial Term less expenses incurred by in2vate. in2vate will notify Subscriber thirty (30) days prior to renewal to extend the Term for consecutive, one (1) year Terms ("Renewal Terms") on each anniversary of the Beginning Date (referred to as the "Renewal Date") unless either party gives written notice at least thirty (30) days prior to a Renewal Date of its intention to terminate this Agreement. Should Subscriber fail to pay, when due, the Annual Fee in effect at that time, service will be suspended.
3. **Annual Fee.** Subscriber agrees to pay in2vate \$2.75 per employee, per annum, with a minimum fee of \$750.00, with pricing based on the total number of employees for the Initial Term and all Renewal Terms of this Agreement. The Annual Fee payable for each Renewal Term may be changed at the sole discretion of in2vate, which shall give the Subscriber written notice of the revised Annual Fee no less than sixty (60) days prior to each Renewal Date. The Annual Fee for the Initial Term must be paid by the Subscriber in order to activate the services and will be non-refundable except as set forth in paragraph 2. The Annual Fee for each Renewal Term shall be due and payable no later than each Renewal Date.
4. **Changes in employee base during Term.** Any change in the number of employees of the Subscriber either an increase or decrease will not affect the annual fee until the following Renewal Date. Any employees added after the Beginning Date of the Term are covered under the current Subscriber Agreement. It is the responsibility of the Subscriber to verify the number of employees prior to the Renewal Date. This clause is applicable to Subscriber and its subsidiaries.
5. **Report Fee.** Subscription includes unlimited reports to the Employee Protection Line. However, if a report is received from an employee in a language other than English, Subscriber agrees to pay a translation fee for each such report.
6. **Information/Confidentiality.** Upon in2vate's request, Subscriber shall furnish all information reasonably necessary for in2vate to perform the services purchased. Such information may include, but not be limited to, handbooks, personnel manuals, and organizational charts. Delays in supplying information may delay in2vate's performance of this Agreement. Information furnished to in2vate, designated by Subscriber as confidential, will not be disclosed except as reasonably necessary to in2vate's performance of the services and with Subscriber's written permission. Furnished information shall be returned to Subscriber when it is no longer needed or when this Agreement terminates, whichever occurs first. Subscriber acknowledges information may be subject to production by subpoena or other formal legal process. in2vate hereby gives notice to Subscriber that all information provided to Subscriber by in2vate in the form of manuals, audio tapes, video tapes, handbooks and publications, is to be considered proprietary to in2vate and none of such information shall be copied, distributed, or reproduced in any manner, whether or not distributed to third parties, without the express written consent of in2vate. In the event either party terminates this Agreement, such material shall be removed from Subscriber's facility and its employee's by Subscriber, and returned to in2vate. Subscriber also agrees to notify all parties that may have access to the Employee Protection Line of its termination of this Agreement. in2vate agrees not to disclose the substance of reports with a contact not listed by Subscriber unless Subscriber determines those reports discoverable through legal process or upon written permission.
7. **Nonexclusive Services.** Subscriber acknowledges that in2vate provides and will continue to provide its services to other private and governmental entities of in2vate's choosing.
8. **Subcontractors.** Subscriber agrees in2vate may subcontract services to be provided pursuant to this Agreement.

9. **No Warranties/Guarantees.** in2vate does not warrant or guarantee that the Employee Protection Line will prevent illegal activities, wrongdoing, lawsuits, damage assessments, or other claims or charges by any individual or entity.

10. **No Legal Representation or Services.** in2vate will not provide legal representation for Subscriber. No confidential attorney-client relationship is intended or formed by this Agreement or the performance of it. Should Subscriber desire legal representation, it agrees to contact individuals or firms other than in2vate to meet its needs.

11. **Modification of Agreement.** This Agreement contains the entire agreement between the parties. This Agreement may only be modified by agreement, written and signed by both parties.

12. **Indemnity.** Subscriber agrees to indemnify and hold in2vate harmless for any losses or damages arising out of the acts or omissions of Subscriber, in the performance of this agreement. in2vate agrees to indemnify and hold harmless Subscriber for any loss or damages arising out of acts or omissions of in2vate in its performance of this Agreement. in2vate also agrees to provide Subscriber with a Certificate of Insurance for its Errors and Omissions policy of not less than \$1 million per occurrence and in the aggregate.

13. **Report Recording.** Subscriber agrees to in2vate's audio recording and transcription of all reports received from Subscriber's employees through the Employee Protection Line service. Subscriber agrees that the audio recordings are in2vate's sole property. Subscriber agrees to disclose to its employees that their reports will be recorded.

14. **Party Dispute Resolution.** Any claim between the parties hereto arising out of or relating to this Agreement or the services shall be resolved by mediation, the mediator to be agreed upon by the parties. The resulting settlement agreement shall be enforceable in a circuit court having jurisdiction in Suwannee County, Florida.

15. **Miscellaneous.** This Agreement is made and entered into in the State of Florida, and is governed by Florida law. This Agreement may be signed in counterparts, in which case each counterpart shall constitute an original of the Agreement. Defined terms are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. In this Agreement, the singular shall include the plural, the plural shall include the singular, and pronouns shall be interpreted appropriately as masculine, feminine, or neuter.

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

17. **Sovereign Immunity.** Nothing contained in this Agreement shall be interpreted or construed to mean that the Client waives its common law sovereign immunity or the limits of liability set forth in Florida statutes.

18. **Force Majeure.** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2020-2021 academic year.

19. **E-Verify** – See EXHIBIT B.

WITNESS the parties, by signature, have agreed to the terms set forth in this Agreement, as of the date last written below.

SUBSCRIBER

(Representative of Subscriber)

Signature _____

(Print) Ted L. Roush

Title Superintendent of Schools

Signature _____

(Print) Ed daSilva

Title Board Chairman

Date _____

Number of Employees _____

Subscriber's Address:

Physical 1740 Ohio Avenue, South

Live Oak, FL 32064

Mailing (same as above)

Phone (386)647-4600

in2vate, llc

(Representative of in2vate, llc)

Signature _____

Title _____

Date _____

AGENT or CONSULTANT (circle one if applicable)

Signature _____

(Print) _____

Organization _____

Address _____

Phone () _____ Ext. _____

SEND SUBSCRIBER AGREEMENT TO:

in2vate, llc

ATTN: Employee Protection Line Manager

PO Box 2550

Tulsa, OK 74101-2550

(918) 582-5262 Phone

(918) 582-5261 Fax

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

EXHIBIT B

1. E-Verify. Effective July 1, 2020

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

AGREEMENT FOR EDUCATIONAL STAFFING

THIS AGREEMENT, dated July 14, 2020, is between Kelly Services, Inc., a Delaware corporation authorized to transact business in Florida, 999 West Big Beaver Road, Troy, Michigan 48084, FEIN 38-1510762 ("Kelly"), and the Suwannee County School Board, FL, with its principal offices located at 1740 Ohio Avenue, South, Live Oak, FL 32064 ("Customer").

Background

- A. The Customer properly issued a Request for Information Notification RFI No. 05-14/TW – Substitute Teaching Employment Services dated July 1, 2020 (the "RFI"), to which Kelly submitted a proposal, and then Customer properly issued an Invitation to Negotiate (ITN No. 6-14/TW) for Substitute Teaching Employment Services for Pre-K through 12th grade on an as-needed basis (the "education-related services") to which Kelly was invited to negotiate;
- B. Based on the foregoing, the parties negotiated mutually agreeable terms as set forth herein.
- C. The Recitals above are incorporated by reference into the Agreement below.
- D. Now therefore, in consideration of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties acknowledge, Kelly and the Customer agree as follows.

1) DESCRIPTION, LOCATION AND PRICING OF SERVICES

Kelly will assign to the Customer Kelly temporary employees ("Assigned Employees"), through its service line, Kelly Educational Services, to provide education-related services, under the Customer's operational supervision, at the location(s) and for the pricing (and other related costs) described in Exhibit A attached hereto and incorporated herein by this reference (the "Services"). Additional services, if any, may be found in Exhibit C, the Statement of Work. Customer will be permitted to use the Exhibit in connection with its business operations, responses to public records requests, and other uses as required by law. If any services, functions or responsibilities not specifically described in this agreement are necessary for the proper performance and provision of the Services to the same extent and in the same manner as if specifically described herein.

2) KELLY GUARANTEE

Kelly guarantees that the Assigned Employees it places with the Customer will satisfactorily perform the services ordered by Customer. If not, Kelly will cancel charges for unsatisfactory services and furnish a replacement as soon as possible when the Customer has provided notice of its dissatisfaction within the first 16 working hours of an Assigned Employee's assignment. If Kelly receives notice after an Assigned Employee's first 16 working hours, Kelly will furnish a replacement as soon as possible, but not cancel the charges for the unsatisfactory services rendered prior to the Customer providing notice.

3) KELLY'S RESPONSIBILITIES

As the provider of staffing services, Kelly will be the employer of Assigned Employees, and will be responsible for the staffing services listed below.

- (a) Recruit, select, and hire Assigned Employees (including assuring that all Assigned Employees have submitted a background check, in a manner prescribed by Customer as required by section 1012.465, Florida Statutes, it being understood that failure to comply with this provision shall be cause for immediate termination of this Agreement.)
- (b) Place Assigned Employees according to Customer's requirements;
- (c) Pay Assigned Employees their wages and provide them the benefits that Kelly offers to them as Kelly employees;
- (d) Pay or withhold payroll taxes (e.g., FICA) and insurance premiums (e.g., Medicare) and fulfill its obligations for unemployment compensation (e.g., FUTA, SUTA);
- (e) Provide workers' compensation benefits and coverage for Assigned Employees;
- (f) Maintain Assigned Employees' personnel and payroll records related to their employment by Kelly;
- (g) Comply with laws, rules or regulations applicable to providers of staffing services;
- (h) Require Assigned Employees to agree in writing to protect the confidentiality of Customer's proprietary information;

- (i) Require Assigned Employees to execute agreements that Customer requests with regard to intellectual property developed by them in performance of their work for Customer;
- (j) Require Assigned Employees to acknowledge in writing that they have no right to participate in Customer's employee benefit plans;
- (k) Require Assigned Employees to comply with all rules and policies of Customer (e.g., those relating to premises access and security); and
- (l) Make legally required employment law disclosures to Assigned Employees
- (m) Satisfying its obligations under the Immigration and Reform Control Act, and the state and federal laws regarding equal employment opportunity, and occupational safety and health;
- (n) Offering the Hepatitis B vaccine upon employment to temporary employees whose job duties will involve a reasonable risk of exposure to bloodborne pathogens, providing such employees with general training relation to bloodborne pathogens and the universal precautions, and maintaining records required by OSHA regarding such training only, Kelly's offering of the Hepatitis B vaccine, and exposure incidents and post-exposure treatment.
- (o) Not engaging subcontractors to provide temporary employees;
- (p) Kelly will be the employer of temporary employees, and shall not by reason of their assignment to Customer through Kelly become employees of Customer.

4) CUSTOMER'S RESPONSIBILITIES

As the recipient of Kelly's temporary staffing services, the Customer will be responsible for controlling the environment in which Assigned Employees perform their work, the details of their work, and, teaching board-approved curriculum and approved lesson plans (if applicable) The Customer also will:

- (a) Provide Assigned Employees with a safe and suitable workplace, including all required site-specific training related to the chemical, physical and biological hazards in the workplace, emergency procedures, school rules and protocols, policies and procedures regarding student disciplinary actions, and the confidentiality of student records and information;
- (b) Provide Kelly with prompt notice of any injury suffered by an Assigned Employee;
- (c) Use Assigned Employees only in assignments that match the job descriptions for which Kelly places them, and will not give duties to an Assigned Employees that the Assigned Employee must perform outside of Customer's premises;
- (d) Notify Kelly when Assigned Employees are required to use Customer's timekeeping system;
- (e) Provide adequate internal controls, supervision, and instructions for Assigned Employees;
- (f) As to claims arising from the conduct of the Assigned Employees when they are required to handle keys, cash, confidential information and records of students and the Customer's regular employees, Customer agrees not to assert any claims against Kelly. Customer reserves the right to take action against any Assigned Employee for mishandling keys, cash or confidential information.;
- (g) As to claims arising from the use of any vehicle Customer owned or controlled machinery and equipment used by Assigned Employees in connection with their assignment (except for workers' compensation claims), Customer agrees not to assert any claims against Kelly. Customer reserves the right to take action against any Assigned Employee for the use of any Customer owned vehicle or controlled machinery and equipment used by Assigned Employees in connection with their assignment.;
- (h) Ensure that the Assigned Employees do not have sole custody of a single student, be solely responsible for supervising more than one classroom of students at a time, or administer or maintain custody of any student medications.
- (i) Provide Kelly with prompt, written notice of any concern or complaint about the conduct of an Assigned Employee by the end of the same day that it learns of the concern or complaint, and permit Kelly to actively participate in Customer's investigation of such a concern or complaint;
- (j) Assume responsibility for the conduct of its own officers, employees, and agents; and Comply with duties imposed on it by law, rule, or regulation.
- (k) Providing a suitable workplace for personnel supplied by Kelly which complies with all applicable safety and health standards and legislation including the obligations related to OSHA Bloodborne Pathogens Standard for Health Care Workers;
- (l) Providing evaluation and treatment for bodily fluid exposure, and maintaining and providing to Kelly all records regarding exposure incidents, post-exposure evaluation and treatment at Kelly's expense;

- (m) Providing personnel supplied by Kelly with all necessary site-specific information, training, personal protective equipment and materials regarding 1) hazardous substances in the workplace, and 2) the use of universal environmental safety protocols;
- (n) Ensuring temporary employees are only floated to educational settings including Communication Social Skills Classes (Autism), Physically Impaired Classes, or assigned to support a specific student with disabilities;
- (o) Orienting temporary employees to the facility and its rules and regulations and to acquaint them with the facility policies and procedures, including dress code and physical layout and equipment;
- (p) Cooperating in an evaluation of each temporary employee relative to such employee's ability to perform specific job functions upon completion of employee's assignment. Notwithstanding the foregoing, Kelly shall remain solely responsible for evaluation and assessment of its employees and the Customer in no way assumes liability for such evaluation; and
- (q) Notifying Kelly within forty-eight (48) hours of the event, any competency issues, incidents, and/or complaints related to the temporary employee and/or Kelly. Customer agrees to initiate communication with Kelly whenever an incident/injury report related to temporary employee is completed. Upon notification, Kelly shall document and track all unexpected incidents, including errors, sentinel events and other events, injuries, and safety hazards related to the care and services provided.

5) BBP TESTING

Kelly and Customer agree that if a blood / bodily fluid exposure incident occurs that exposes a temporary employee to another person's (source person's) blood / bodily fluid(s), and the HBV, HCV, and/or HIV-infection status of the source person is unknown, procedures that comport with applicable state and local laws will be followed for both requesting that the source person to be tested and for testing the source person, including obtaining the source person's informed consent. Notwithstanding the foregoing, if the source person is a student of the customer, the requirement to test the source person and obtain his/her informed consent shall not apply. Customer will bear the expense of testing the source person. Any temporary employee who has been exposed to HBV, HCV, or HIV as a result of the exposure incident will be referred for appropriate counseling and treatment. Infection status of the source person and other medical information concerning the source person shall be treated as confidential information.

6) REPRESENTATIONS

- (a) Kelly Represents and warrants that:
 - i) It is duly organized, validly existing and in good standing under the laws of the state of its organization;
 - ii) It is authorized and in good standing to conduct business in the state of Florida;
 - iii) It has all necessary power and has received all necessary approvals to execute and perform its obligations in the Agreement; and
 - iv) The individual executing the Agreement on behalf of Kelly is authorized to do so.
- (b) The Customer represents and warrants that:
 - i) Its actions under this Agreement do not violate its obligations under any agreement that Customer has with any labor union;
 - ii) Kelly's responsibilities listed in this Agreement regarding screening, the payment of wages, and the provision of benefits to the Assigned Employees do not violate a policy or practice of the Customer;
 - iii) The Customer has disclosed to Kelly all screening requirements that Customer would use for the positions covered by this Agreement if the Customer were directly employing individuals in such positions;
 - iv) The Customer has the right, power, and any requisite authorization to enter into this Agreement;
 - v) The Customer has satisfied any applicable procedural requirements necessary for it to be authorized to enter into this Agreement;
 - vi) The Customer representative who is signing this Agreement has been delegated authority by the school board or district to execute this Agreement;

- vii) If the Assigned Employees will use a Customer-provided time-keeping system or process, then a such time keeping system or process shall be compliant with all applicable legal requirements, including recording of time worked; and
- viii) The Customer neither request nor requires that the Assigned Employees perform duties outside of Customer's premises (e.g., participate on field trips) unless Kelly gives it written consent in advance.

7) BILLING & PAYMENT TERMS

- (a) **Invoices.** Kelly will invoice Customer bi-weekly to the Customer representative designated in section 14 "Notices" below (or at any other address that Customer designates) for the services of the Assigned Employees at agreed upon rates. The rates at which Kelly will invoice the Customer (and any reimbursable expenses) are listed in Pricing Exhibit A. If the Customer's rates are not set out in Pricing Exhibit A, Kelly and the Customer will agree on rates at the time of an order, memorialize such agreement in an amendment to this agreement (which will require approval with the same formalities as conducted for the approval of this Agreement, and upon such execution and delivery of the signed and authorized amendment, then Kelly will record such change electronically in its systems.
- (b) **Taxes.** Any sales or use taxes that apply to sales to Customer will be added to Customer's invoices as a separate item.
- (c) **Pricing Adjustments.** The markup percentage set forth in Exhibit A will remain firm for the duration of the contract period. Wages to be paid to substitute teachers will follow the minimum requirements set forth by Customer. If any government-mandated cost (such as minimum wages, or a payroll tax, premium, contribution, benefit, or sales or use tax) is imposed, increased, or newly introduced after October 1, 2020 with respect to Kelly employees assigned to Customer, Kelly will adjust rates for Kelly employees to Customer to reflect such costs, without mark-up, until new rates are agreed to with Customer in writing (and duly authorized by both parties).
- (d) **Record of Time Worked; Automated Scheduling.** Customer agrees to adhere to the "Time, Billing & Automated Scheduling Terms" in Exhibit B.
- (e) **Expenses.** Expenses (e.g., mileage) and all costs associated with required screenings and drug tests will be charged to the Customer, passed through without mark up. Kelly shall use reasonable efforts to ensure that all required screenings and drug tests are completed in a cost effective manner.
- (f) **Payment.** Customer shall issue payment in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection and acceptance of provided in accordance with the terms and conditions of the Agreement. Any penalty for delay in payment will be in accordance with applicable law.
- (g) **Federal Requirements.** Customer may utilize federal funds for its payment pursuant to the Agreement; accordingly, Kelly shall execute and deliver to the Customer, concurrent with its signature of the Agreement the following, all of which shall be incorporated into the agreement by this reference: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and (d) Non-Collusion Affidavit. These forms are assembled in the composite Exhibit C attached hereto and incorporated herein by this reference.
- (h) **Funding Out.** Each payment obligation of the Customer created by this agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, this agreement may be terminated by the Customer at the end of the period for which funds are available. If such event occurs, then the Customer shall notify Kelly at the earliest possible time before such termination. No penalty shall accrue to the Customer in the event this provision is exercised, and the Customer shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

8) WORKERS' COMPENSATION AND LIABILITY INSURANCE

See Exhibit D attached hereto and incorporated herein by this reference.

9) INDEMNIFICATION BY KELLY

- (a) Kelly will indemnify, defend and hold harmless Customer and its directors, officers, employees and agent, from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney fees) (collectively "Damages") imposed upon or incurred by Customer to the extent arising out of any of the following:

- i) Any negligent act or omission or intentional misconduct on the part of Kelly, its officers, employees (excluding its employees on assignment) or agents, within the scope of their employment, provided Kelly's indemnity obligation will be limited to property damage, bodily injury and wrongful death;
 - ii) Kelly's failure to comply with its obligations under applicable employment-related laws, regulations or orders in Kelly's capacity as the general employer of the Assigned Employees;
 - iii) Breach of any obligation of Kelly contained in this Agreement; or
 - iv) Any direct claim for workers' compensation benefits for job-related bodily injury or death asserted against Customer by any Kelly employees or, in the event of death, by their personal representatives.
- (b) Kelly's obligation to indemnify, defend and hold harmless will not apply to: (i) indirect, special, or consequential Damages, (ii) the extent that Damages are due to Customer's failure to fulfill its duties under Section 4, (iii) the extent that any Damages, except for the payment of workers' compensation benefits, are the result of any negligent act or omission or intentional misconduct of Customer, its officers, employees or agents, or (iv) the extent that Customer is required to indemnify Kelly against such Damages under Section 10.

10) INDEMNIFICATION BY CUSTOMER

- (a) Subject to the limitations of §768.28, Florida Statutes, Customer will indemnify, defend and hold harmless Kelly and its directors, officers, employees and agents, from and against all Damages imposed upon or incurred by Kelly, other than for job-related bodily injury or death of an Assigned Employee (as set forth in section 9 (a)(iv) above), arising out of any of the following:
- i) Any negligent act or omission or intentional misconduct on the part of the Customer, its officers, employees (excluding its employees on assignment) or agents, within the scope of their employment, provided or Customers' indemnity obligation will be limited to property damage, bodily injury and wrongful death;
 - ii) Customer's failure to comply with its obligations under applicable laws, regulations or orders; or
 - iii) Breach of any obligation of Customer contained in this Agreement;
- (b) Customer's obligation to indemnify, defend and hold harmless will not apply to: (i) indirect, special or consequential Damages; (ii) the extent that Damages are due to Kelly's failure to fulfill its duties under Section 3, (iii) the extent that any Damages, except for the payment of workers' compensation benefits, are the result of any negligent act or omission or intentional misconduct of Customer, its officers, employees or agents, or (iv) the extent that Kelly is required to indemnify Customer against such Damages under Section 9.

11) NOTIFICATION OF CLAIMS

- (a) Customer and Kelly agree (i) to notify each other in writing of any asserted claim within twenty (20) days of either discovery of the occurrence upon which the claim may be based or learning of the claim, whichever occurs first, and (ii) to permit Kelly or Customer, as the case may be, to defend the claim at the option of the party against whom the claim is asserted, with counsel acceptable to such party, which consent will not be unreasonably refused.
- (b) Neither party will pay or agree to pay any asserted claim under this Agreement without prior written approval from the party against whom the claim is asserted, which approval will not be unreasonably withheld; provided that approval on behalf of Kelly must be obtained from the Kelly Law Department in Troy, Michigan.

12) TERM; TERMINATION

- (a) The term of this Agreement begins as of the date first shown above and will continue through June 30, 2021. Customer may extend the agreement for one or more years (not to exceed 3 years) and may be canceled by either party upon not less than thirty (30) days prior written notice to the other. Kelly reserves the right to terminate this Agreement immediately in the event of non-payment. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination.
- (b) In order to provide transition assistance to the Customer in the event that this Agreement is terminated or expires, Kelly agrees that the Customer may provide written notice to Kelly retaining Kelly for a minimum of one calendar month, and on a month-to-month basis for a period not to exceed six (6) months, on the same terms and conditions set forth in this Agreement. The provisions of this section will not apply if this agreement is terminated by Kelly based on an uncured event of default by the Customer (in which event Kelly reserves all rights at law).

13) NON-SOLICITATION

Unless otherwise agreed to in writing, neither party shall hire or solicit the employment of the other party's regular, full-time employees during the term of this Agreement and for a period of twelve (12) months thereafter. This provision shall not apply to a party's generalized recruiting practices.

14) MISCELLANEOUS**(a) Notices**

- i) Any notices, consents or other communications required or permitted under this Agreement must be in writing (including telecommunications) and delivered personally or sent by telex, telecopy or other wire transmission (with request for assurance in a manner typical with respect to communication of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested), addressed as shown on the first page of this Agreement.
- ii) Unless otherwise stated in this Agreement, notices, consents or other communications will be deemed received (a) on the date delivered, if delivered personally or by wire transmission; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) three business days after being sent, if sent by registered or certified mail.
- iii) Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of Customer and Kelly in writing promptly upon commencement of the Services. Once so designated, each party's representative shall coordinate communications and processes as needed for the purposes of conducting the Services set forth in this Agreement, as well as to the development (including content and format) of the invoicing and quarterly reports providing a narrative progress detailing the scope of the Services provided and activities to date (also in form and content to be determined by Customer) to be provided by Kelly as a part of the Services. For purposes of Customer's designee for the day-to-day activities, the Customer Administrator shall be:

Suwannee County School Board
 Ted Roush, Superintendent
 1740 Ohio Avenue, South
 Live Oak, FL 32064
 386-647-4600

- (b) **Access to Records.** To the extent required by regulations promulgated by the Health Care Financing Administration pursuant to Section 952 of the Omnibus Reconciliation Act of 1980, Kelly shall until the expiration of four (4) years following the furnishing of services pursuant to this Agreement, make available upon the written request of the Secretary of Health and Human Services or the U.S. Comptroller General, or any of their duly authorized representatives, this Agreement, and books, documents, and records necessary to verify the nature and extent of costs incurred by Customer by reason of the activities of Kelly under this Agreement. Any agreements entered into hereunder by Kelly and its affiliate (Kelly Educational Services) for the provision of the services contracted herein, if over a twelve (12) month period, shall contain this clause imposing the same obligations upon such affiliate.
- (c) **Student Records; FERPA.** Customer represents that each Kelly Assigned Employee is a "school official" with a "legitimate educational interest" under the definitions of those terms set forth in the Customer's FERPA notification(s) to students and parents during the term of this Agreement. Kelly shall develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to train its Kelly Assigned Employees and obtain a signed and written agreement of each Kelly Assigned Employee regarding his/her legal obligation to maintain the confidentiality of "education records" as that term is defined by FERPA. Customer recognizes and agrees that for purposes of all applicable laws, Kelly Assigned Employees have a legitimate educational interest for purposes of Customer's disclosing to Kelly Assigned Employees its students' education records.
- (d) **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement.
- (e) **Subcontractors.** To the extent Kelly is permitted to utilize its affiliate, Kelly Educational Services, for the performance of any of the work set forth in the Agreement, Kelly shall ensure that such affiliate complies with all provisions of the Agreement. Kelly will remain liable for the acts and omissions of such affiliate the proper performance and delivery of the products and/or services set forth in the Agreement.

- (f) **Public Records Laws.** This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Kelly understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. For all contracts as set forth in Section 119.0701, Florida Statutes see Exhibit E which is incorporated by reference herein.
- (g) **Non-Discrimination.** Kelly represents and warrants to the Customer that Kelly does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Kelly's performance under the Agreement on account of race, color, sex, religion, age, handicap, marital status, national origin, citizenship status, creed, religious affiliation, sexual orientation, gender identity, disability, veteran status, or any other protected status under applicable law. Kelly further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, or national origin be excluded from participation in, be denied services, or be subject to discrimination under any provision of the Agreement.
- (h) **Severability; Waiver.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.
- (i) **Assignment.** Neither Kelly nor Customer may assign this Agreement (whether in whole or in part) without the prior written consent of the other party; provided, however, that Kelly may use its affiliate, Kelly Educational Services, to fulfill any or all of its obligations hereunder without securing Customer's consent. This Agreement will be binding upon the parties hereto, and their successors, heirs and assigns, as permitted.
- (j) **Survivorship.** These provisions which by their nature are intended to survive the expiration, cancellation, or termination of the Agreement including, by way of example only, the indemnification and confidentiality provisions, shall survive the expiration, cancellation or termination of the Agreement.
- (k) **No Gifts or Contingent Fees.** Kelly warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Kelly, to solicit or secure the Agreement, and that it has not paid or agreed to pay and person, company, corporation, individual or firm, other than a bona fide employee working solely for Kelly, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For the breach or violation of these provisions, the Customer shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- (l) **Disclosure of Employment of Former Customer Employees.** All bidders, proposers, consultants, and contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the bidder, proposer or contractor, and who within the last two (2) years, have been or are the employees of the Customer. And all bidders, proposers, consultants, and contractors are required to disclose the name of any Customer employee who owns, directly or indirectly, any interest in Kelly's business. Such disclosures will be in accordance with current Customer policies, but will include, at a minimum, the name of the former Customer employee, a list of the positions the employee held in the last two (2) years of his or her employment with the Customer, and the dates the employee held those positions. By its signature of the Agreement, Kelly certifies to the Customer that there are no names to disclose to the Customer pursuant to this section.
- (m) **Publicity.** Kelly shall not use the Customer name, logo or other likeness in any press release, marketing materials or other public announcement without receiving the School Board's prior written approval.
- (n) **Independent Contractor.** In its performance of this Agreement, Kelly will at all times act in its own capacity and right as an independent contractor, and nothing contained herein may be construed to make Kelly an agent, partner or joint venturer of Customer.
- (o) **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement [(except for any obligations to make payments to the other party hereunder)], when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns or other industrial disturbances; and (ix) shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event shall give notice within five (5) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

- (p) **Amendments.** This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.
- (q) **Counterparts and Facsimile Signatures Authorized.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- (r) **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule. Venue for any action arising under this Agreement shall lie exclusively in the state or federal court located in Suwannee County, Florida.
- (s) **Time of Essence.** Time is of the essence in this Agreement. Except as specifically noted herein, if any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday, or legal holiday. Saturdays, Sundays, and legal holidays shall not be considered business or working days.
- (t) **Entire Agreement.** This Agreement and its Exhibits are the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated in this Agreement are superseded.

15) E-VERIFY – See Exhibit F.

In witness whereof, the parties have caused their duly authorized representatives to execute and deliver this Agreement effective July 1, 2020.

ATTEST:

SUWANNEE COUNTY SCHOOL BOARD, FLORIDA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A**PRICING FOR KELLY EDUCATIONAL SERVICES**

This Pricing Exhibit A is incorporated and made part of the Agreement for Educational Services between Kelly Services, Inc. and the Suwannee County School Board, dated July 1, 2020. The maximum indebtedness of Customer for each fiscal year (July 1 through June 30) shall not exceed \$13,000,000.00.

- 1. Types of Assignments; Pricing.** The Assigned Employees will be assigned to the following positions and at the following rates :

| Position | Pay Rate | Pay Type | Markup | Bill Rate |
|---|-----------------|-----------------|---------------|------------------|
| Teacher w/HS Diploma | \$9.00 | Hourly | 1.322 | \$11.90 |
| Teacher w/60 + College Credits | \$9.75 | Hourly | 1.322 | \$12.89 |
| Teacher w/Bachelor's Degree | \$10.75 | Hourly | 1.322 | \$14.21 |
| Teacher w/Master's Degree | \$12.25 | Hourly | 1.322 | \$16.19 |
| Long Term Sub (Valid FL Teachers Certificate *) | \$20.00 | Hourly | 1.322 | \$26.44 |
| Paraprofessional | \$8.75 | Hourly | 1.322 | \$11.57 |
| Clerical | TBD | Hourly | 1.335 | TBD |
| Retiree DROP Program | TBD | Hourly | 1.185 | TBD |
| Food Service | \$8.75 | Hourly | 1.337 | \$11.70 |
| Custodial | \$9.00 | Hourly | 1.337 | \$12.03 |

***NOTE – The Long Term sub rate is based upon customers discretion**

- 2. Early Payment.** Kelly shall allow the Customer a discount of one-percent (1%) on each invoice if Customer pays within thirty (30) days from receipt of invoice. Suwannee County School Board is responsible for deducting the 1% discount from each invoice if paid within 30 days from receipt of invoice.

KELLY SERVICES, INC.

SUWANNEE COUNTY SCHOOL BOARD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit B

TIME, BILLING & AUTOMATED SCHEDULING TERMS

1) DOCUMENTATION OF TIME WORKED

- (a) The Customer agrees to review, approve and sign, by signature or electronic means, documentation of time worked by the Assigned Employees. The Customer also will designate one or more representatives to approve the record on its behalf. If the Customer representative is unavailable, the Kelly representative responsible for the Customer assignment (or other Kelly representative authorized by Customer) may approve the record on Customer's behalf or it may be approved in accordance with (b) below. Customer will use reasonable efforts to assist Kelly in the retrieval of missing or unsubmitted School Nutrition Program employee time sheets.
- (b) Electronic approvals through the KASS Web Time system require the following:
 - i) School Nutrition Program employees will submit time for approval each week. The Customer must approve time entries by Tuesday of the following week at 11:59 PM. The Customer will make reasonable efforts to ensure that approving managers take approval action on Tuesday and adhere to this schedule to expedite substitute payroll.
 - ii) Approved time for a given week-ending date will be gathered from the system Monday, Tuesday and after midnight Wednesday as time entries sheets are approved. At that time, all non-rejected time that have been submitted for approval will be considered approved-in-full by the school and sent for payroll processing.
 - iii) All Customer representatives who approve the time entries of the Assigned Employees must have school-issued, active e-mail accounts.
 - iv) Each school should assign a KASS Web Time administrator to approve School Nutrition Program employee time sheets each week. A backup administrator should also be designated to approve time sheets in the event of the first administrator's absence.
 - v) All adjustments to approved time will be handled outside of the KASS Web Time system. KASS will not be updated to reflect the adjusted values.

2) NON-EXEMPT EMPLOYEES & OVERTIME

- (a) **Non-exempt Employees.** Some Kelly Employees may be deemed as non-exempt employees under federal or state wage and hour laws (e.g., (1) states that designate teachers as non-exempt, (2) licensed teachers not performing the customary duties of a classroom teacher, or (3) Kelly Employees that are not licensed teachers and assigned to perform clerical, administrative, janitorial, or cafeteria duties). Kelly Employees who are designated as non-exempt or are performing non-exempt work are entitled to overtime pay.
- (b) **Overtime; Meal and Rest Periods.**
 - i) Kelly shall pay nonexempt Kelly Employees overtime pay in accordance with applicable federal and state law at a rate of one and one-half times their regular rate of pay for all hours worked over 40 hours in any given workweek and bill the Customer accordingly.
 - ii) Kelly shall adjust its overtime payments to comply with state laws that may impose additional or different requirements than federal law, and bill the Customer accordingly. For example, under California's wage and hour law, nonexempt employees must be paid overtime for any hours worked in excess of eight hours in one workday or 40 hours in one workweek.
 - iii) Kelly will base overtime pay on hours actually worked. For example, hours paid for vacation, holiday, sick, or paid time off will not be included in calculating overtime.
 - iv) An authorized Customer representative must approve in advance a non-exempt Kelly Employee working overtime.
 - v) In those states that require non-exempt employees to have meal and rest periods, non-exempt Kelly Employees must accurately record their meal and rest periods in accordance with Section 1 above.

3) AUTOMATED SCHEDULING

- (a) Kelly shall provide an interactive, voice-activated response (IVR) and internet program for automated scheduling and absence reporting in some situations. Among other things, the program would enable Kelly to provide the Customer with certain reports and information related to regular teacher absences and substitute teacher staffing coverage, and would permit the Customer and its designated representatives to schedule regular teacher absences. Implementation

of the IVR/internet program would require that the Customer provide certain information concerning the employment positions that the Agreement for Educational Staffing covers and the personnel currently in such positions.

- (b) Any information that the Customer provides Kelly for purposes of implementing the IVR/internet program will be used in connection with the educational staffing services that Kelly provides. Kelly will not use such information for any other purpose without the Customer's prior written consent.

Information in reports that Kelly furnishes to the Customer which are generated based on the IVR/web program will contain information that the Customer's personnel provides upon accessing and using the IVR/web program. Accordingly, the accuracy of such information depends on the accuracy of the information provided by the Customer's personnel. The Customer will be solely responsible for verifying the accuracy of such information.

Exhibit C – Composite Federal Forms

FEDERAL REGULATORY COMPLIANCE STATEMENT

The purpose of this document is to assure compliance by the Contractors (*defined as any individual or company who agrees to provide materials or services at a specified price*) to those certain clauses, provisions and requirements as described by applicable Federal Regulations, which apply to any resulting agreement between the Suwannee County School Board, Florida (SCSB) and the Contractor. By signature, the individual executing this statement attests that he/she possesses authority to obligate the contracting firm and agrees to comply with all clauses, provisions and requirements as described below throughout the term of the agreement.

1. The Contractor agrees to allow reasonable access by SCSB, the Federal granting agency, the Comptroller General of the United States or any of their duly authorized representatives to the Contractor's books, documents, papers, and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcripts.
 2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.
 3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state, and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.
 4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow SCSB to sustain the cost (if applicable).
 5. The Contractor agrees to properly complete and submit to SCSB a federal debarment certification form for each renewal year of the Contract, if renewals apply.
 6. The Contractor agrees to properly complete and submit to SCSB a non-collusion affidavit.
 7. The Contractor agrees to properly complete and submit to SCSB a federal drug free workplace certification form.
 8. The Contractor agrees the SCSB may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees the SCSB may seek remedies for damages, if applicable.
 9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.
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CONTRACTOR: Kelly Services, Inc.

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

- 1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- 2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of and conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

CONTRACTOR'S SIGNATURE / DATE

NAME/TITLE

Name of Company: Kelly Services, Inc.

CERTIFICATION REGARDING DDEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The Contractor (or its affiliate) 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 by any Federal Department or Agency from doing business with the Federal Government.
 - B. Have not within a three-year period preceding this contract have 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 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.B. above of this certification.
 - D. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the Contractor is unable to certify to any of the statements above in this certifications, such Contractor shall attach an explanation to this certification.

CONTRACTOR'S SIGNATURE

NAME/TITLE of AUTHORIZED REPRESENTATIVE

Name of Company: Kelly Services, Inc.

NON-COLLUSION AFFIDAVIT

State of **FLORIDA**

County of **SUWANNEE**

I state that I am the _____ of Kelly Services, Inc., a Delaware corporation authorized to transact business in Florida, and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s), guarantees and the total financial commitment represented in the firm's offer.

I hereby attest that:

- (1) The price(s) and amount(s) in the offer have been arrived at independently and without consultation, communication or agreement with any other contractor, respondent, or potential respondent.
- (2) Neither the price(s) nor the amount(s) of the offer, and neither the approximate price(s) nor approximate amount(s) of the offer, have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.
- (3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit and offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.
- (4) Kelly Services, Inc., its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that Kelly Services, Inc., understands and acknowledges that the above representations are material and important, and will be relied on by the Suwannee County School Board, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Suwannee County School Board, Florida, of the true facts relating to submission of offers for this contract.

(Signature)

(Date)

Exhibit D – INSURANCE REQUIREMENTS

A. **Description of the VENDOR/CONTRACTOR Required Insurance.** Without limiting any of the other obligations or liabilities of the VENDOR/CONTRACTOR, the VENDOR/CONTRACTOR shall, and shall cause its affiliate Kelly Educational Services (herein, defined as a "subcontractor"), at the VENDOR/CONTRACTOR's sole expense, procure, maintain, and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by SCSB and shall be maintained in force throughout the term of this Agreement.

1. Worker' Compensation/Employers' Liability. The Workers' Compensation/Employers' Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements set forth herein.

(a) The VENDOR/CONTRACTOR's insurance shall cover the VENDOR/CONTRACTOR (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensations policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.

(b) The policy must be endorsed to waive the insurer's right to subrogate against SCSB, and its members, officials, officers and employees.

(c) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

| | |
|-------------|-------------------------|
| \$1,000,000 | Each Accident |
| \$1,000,000 | Disease – Each Employee |
| \$1,000,000 | Disease – Policy Limit |

2. Commercial General Liability. The Commercial General Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The VENDOR/CONTRACTOR's insurance shall cover those sources of liability which would be covered by the latest occurrence for edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) and those described below which would apply to the Services contemplated under this Agreement. Such coverage shall be primary over other insurance.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos, or lead.

The coverage shall not include restrictive endorsements which exclude coverage for liability arising out of: sexual molestation, sexual abuse, or sexual misconduct.

(b) The limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

| | |
|-------------|---|
| \$1,000,000 | General Aggregate |
| \$1,000,000 | Products/Completed Operations Aggregate |
| \$1,000,000 | Personal and Advertising Injury |
| \$1,000,000 | Each Occurrence |

(c) The VENDOR/CONTRACTOR shall include SCSB and the SCSB's members, officials, officers, and employees as "additional insureds" on the Commercial General Liability Coverage.

(d) The VENDOR/CONTRACTOR shall pay on behalf of SCSB or the SCSB's member, official, officer, or employee any such deductible or self-insured retention applicable to a claim against SCSB or the SCSB's member official, officer or employee for which the SCSB or the SCSB's member, official, officer, or employee is insured as an additional insured.

3. Business Auto Liability. The automobile liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The VENDOR/CONTRACTOR's insurance shall cover the VENDOR/CONTRACTOR's owned, non-owned and hired autos used by non-assigned Kelly Employees in connection with this Agreement.

(b) The SCSB and the SCSB's members, officials, officers, and employees shall be included as "additional insureds" on the policy.

(c) The limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

\$1,000,000 Each Occurrence – Bodily Injury and Property Damage Combined

4. Professional Liability. The professional liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The professional liability insurance shall be on a form acceptable to the SCSB and shall apply to those claims which arise out of VENDOR/CONTRACTOR's duties as a staffing firm pursuant to this Agreement.

(b) If the insurance maintained by the VENDOR/CONTRACTOR also applies to services other than Services under this Agreement, the limits of insurance maintained by the VENDOR/CONTRACTOR shall not be less than \$1,000,000 per claim/annual aggregate. If the insurance maintained by the VENDOR/CONTRACTOR applies exclusively to the Services under this Agreement, the limits of insurance maintained by the VENDOR/CONTRACTOR shall not be less than \$1,000,000 per claim/annual aggregate.

(c) The VENDOR/CONTRACTOR shall maintain the professional liability insurance until the end of the term of this Agreement. Through the use of an extended discovery period or otherwise, the insurance shall apply to those claims which arise out of its duties as a staffing firm, prior to the expiration or termination of this Agreement which are reported to the VENDOR/CONTRACTOR or the insurer within four years after the expiration or termination of this Agreement.

B. **Evidence of Insurance.** Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by SCSB and shall be maintained in force throughout the term of this Agreement. The VENDOR/CONTRACTOR shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation/Employer's Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the VENDOR/CONTRACTOR shall furnish SCSB with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to the SCSB, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of SCSB, identify the Agreement, and provide that SCSB shall be given no less than thirty (30) days' written notice prior to cancellation.

2. As evidence of the required Additional Insured status of SCSB on the Commercial General Liability insurance, the VENDOR/CONTRACTOR shall furnish SCSB with:

a fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of SCSB and the SCSB's members, officials, officers, and employees as Additional Insureds in the Commercial General Liability coverage;

3. Until such time as the insurance is no longer required to be maintained by the VENDOR/CONTRACTOR as set forth in this Agreement, the VENDOR/CONTRACTOR shall provide SCSB with renewal or replacement evidence of the insurance in the manner heretofore described no less than ten (10) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

C. **Qualification of the VENDOR/CONTRACTORS's Insurers.**

1. Insurers providing the insurance required by this agreement for the VENDOR/CONTRACTORS must either be:
(1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida,

or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida Statutes.

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best Rating of "A-" or better and a Financial Size Category of VII" or better according to A.M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the VENDOR/CONTRACTOR has knowledge of any such failure, the VENDOR/CONTRACTOR shall immediately notify SCSB and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the VENDOR/CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to SCSB, the VENDOR/CONTRACTOR shall be in default of this Agreement.

D. **The VENDOR/CONTRACTOR's Insurance Primary and Non-Contributory.** The General Liability insurance provided by the VENDOR/CONTRACTOR pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by SCSB or the SCSB's member, official, officer, or employee.

E. **The VENDOR/CONTRACTOR's Insurance As Additional Remedy.** Compliance with the insurance requirements of this Agreement shall not limit the liability of the VENDOR/CONTRACTOR, or its Subcontractor or Sub-subcontractors, employees or agents to SCSB or others. Any remedy provided to SCSB or the SCSB's members, officials, officers or employees by the insurance shall be in addition to and not in lieu of and other remedy available under this Agreement or otherwise.

F. **No Waiver by SCSB Approval/Disapproval.** Neither approval by SCSB nor failure to disapprove the insurance furnished by the VENDOR/CONTRACTOR shall relieve the VENDOR/CONTRACTOR of the VENDOR/CONTRACTOR's full responsibility to provide the insurance as required by this Agreement.

Exhibit E

Public Records Law Requirements Under Chapter 119.0701, Florida Statutes

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

Exhibit F

1. E-Verify. Effective July 1, 2020

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