

SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
July 23, 2019

AGENDA

Call to Order –5:55 p.m.

Assistant Superintendent of Administration – Bill Brothers:

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

- | | |
|-------|-------------------------------------------------------------|
| #5.12 | Expulsion of Students (<i>Revised</i>) |
| #5.13 | Zero Tolerance for School-Related Crimes (<i>Revised</i>) |
| #5.20 | Directory Information (<i>Revised</i>) |

Adjourn

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SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
July 23, 2019

AGENDA

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag by Suwannee Virtual School (student volunteers)

Special Recognition by the Superintendent:

- Jerry Taylor – Recognition of service as President of FSBA for the 2018-2019 school year
- Suwannee County Sheriff's Office – 2019 Business Partner of the Year
- Walt's Live Oak Ford – Recognition for support of *Ford Drive 4 UR School* Fundraiser for Branford High School

CONSENT AGENDA

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

1. The Superintendent recommends approval of the following Minutes:
(pgs. 8-30)

June 17, 2019	- Workshop Session
	- Special Meeting
June 25, 2019	- Workshop Session
	- Regular Meeting

2. The Superintendent recommends approval of the monthly financial statement for June 2019.
3. The Superintendent presents the following bills for the period June 1-30, 2019:

General Checking Account

General Fund 1000	\$ 1,045,039.14
LCIF Fund 3200	971,091.89
Spec Act Revenue Bond Fund 3210	234,523.06
Capital Projects - PECO Fund 3300	2,076.57
Food Service Fund 4100	64,073.75
Federal Fund 4200	<u>147,441.05</u>
	\$ 2,464,245.46

Payroll Checking Account

General Fund 1000	\$ 3,521,862.97
Food Service Fund 4100	126,794.30
Federal Fund 4200	<u>389,851.98</u>
	\$ 4,038,509.25

<u>Total</u>	\$ 6,502,754.71
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4. The Superintendent recommends approval of the following budget amendments for fiscal year 2018-2019:

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>
I-12	III-12	IV-11 (Food Service)
		IV-12 (Federal)

5. The Superintendent recommends approval of the following contracts/agreements for the 2019-2020 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

- #2020-48 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Specialized Education Associates, LLC, formerly Independent Training for the Blind, Inc.
(*Renewal/Revised*) **(pgs. 31-60)**
- #2020-50 North East Florida Educational Consortium (NEFEC) 2019-2020 Membership Master Contractual Agreement between the District School Board of Suwannee County and the District School Board of Putnam County on behalf of NEFEC. The agreement includes the following programs:
(*Renewal/Revised*) **(pgs. 61-106)**
- NEFEC Resolution
 - NEFEC Main Contract #731-20-051
 - NEFEC Instructional Services Program (ISP), Attachment #20-051-A1 to Contract #731-20-051 (Assistant Superintendent of Instruction, Designee)
 - NEFEC Educational Technology Services, Attachment #20-051-A6 to Contract #731-20-051 (Enterprise Resource Software Products/Skyward)
 - NEFEC Building Code Administrator, Attachment #20-051-A27 to Contract #731-20-051 (Director of Facilities, Designee)
 - NEFEC Human Resource Management Network, Attachment #20-051-A43 to Contract #731-20-051 (Director of Human Resources, Designee)

- #2020-51 Dual Enrollment Articulation Agreement between Florida Gateway College and Suwannee County School District (Out of District 2019-2020) (*Renewal/Revised*) **(pgs. 107-160)**
- #2020-52 Associated Health Education Affiliation Agreement between the Department of Veterans Affairs (VA) North Florida/South Georgia Veterans Health System and Suwannee County School Board for RIVEROAK Technical College Surgical Technology and Practical Nurse Education (LPN) Programs (*Renewal/Revised*) **(pgs. 161-183)**
- #2020-54 Suwannee County Public Schools Rate and Service Contract 2019-2020 between the Suwannee County School Board and Renata Beasley d/b/a Renata Beasley Large Family Childcare Home for the Teen Age Parent Program (TAPP) (*Renewal/Revised*) **(pgs. 184-223)**
- #2020-55 Suwannee County Public Schools Rate and Service Contract 2019-2020 between the Suwannee County School Board and Florlene Johnson d/b/a Johnson's Family Child Care Home for the Teen Age Parent Program (TAPP) (*Renewal*) **(pgs. 224-238)**
- #2020-56 Suwannee County Public Schools Rate and Service Contract 2019-2020 between the Suwannee County School Board and Adrienne M. Burke-Godwin d/b/a Tiny Praying Hands, LCCH for the Teen Age Parent Program (TAPP) (*Renewal*) **(pgs. 239-253)**
- #2020-57 Suwannee County Public Schools Rate and Service Contract 2019-2020 between the Suwannee County School Board and Tawanna Bryant d/b/a Tender Touch Learning Center LLC for the Teen Age Parent Program (TAPP) (*Renewal*) **(pgs. 254-268)**
- #2020-58 One-Stop Delivery System Partnership Agreement between North Florida Workforce Development Board, Inc. d/b/a CareerSource North Florida and Suwannee County District Schools-Adult and Community Education (*Renewal/Revised*) **(pgs. 269-289)**

#2020-59

Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology, Patient Care Technician, Practical Nurse Education, Surgical Technology, and Medical Administrative Specialist Programs and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center (*Renewal/Revised*) (NOTE: This contract replaces the following contracts, which were previously Board approved on May 28, 2019: #2020-04, #2020-12, #2020-25, and #2020-34) (pgs. 290-325)

6. The Superintendent recommends approval of the following student transfers for the 2019-2020 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Thomas	Bauman	Suwannee	Hamilton	VPK
Zoe	Bauman	Suwannee	Hamilton	1
Roslyn	Coulter	Suwannee	Hamilton	K
River	Embry	Suwannee	Hamilton	PK
Kendall	Olive	Suwannee	Columbia	PK

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Ella	Gaylord	BES	SPS	K
Kydin	Leighton-Crouch	SES	BES	2

7. Human Resources Transactions (pgs. 326-333)

REGULAR AGENDA

Chief Financial Officer – Vickie DePratter:

1. The Superintendent recommends approval for out-of-district travel for School Board Members to attend conferences/meetings for the 2019-2020 school year, when the cost exceeds \$500, for official school district business and complies with the rules of the State Board of Education.

Assistant Superintendent of Administration – Bill Brothers:

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

- #5.12 Expulsion of Students (*Revised*)
- #5.13 Zero Tolerance for School-Related Crimes (*Revised*)
- #5.20 Directory Information (*Revised*)

3. The Superintendent recommends approval of the following:
 - a. Rename the Suwannee High School FFA Ag Farm/Land Lab to the *Suwannee High School Don Boyette Land Lab*.
 - b. Rename the Branford High School FFA Ag Farm/Land Lab to the *Branford High School Willie Veal Land Lab*.
 - c. Rename Branford High School's Buccaneer Stadium to the *Buccaneer Stadium at Cleve Sikes Field*.

Director of Human Resources – Walter Boatright:

4. The Superintendent recommends approval of the following personnel item for the 2019-2020 school year:
 - a. Revise *Salary Schedule 2018-2019 Principals and Administrators* to reflect compensation for the Director of Curriculum and Instruction position on Line 5, effective July 1, 2019 (**pg. 334**)

Director of School Safety and Other Administrative Services – Malcolm Hines:

5. The Superintendent recommends approval of the Suwannee County School District Emergency Management Plan for the 2019-2020 school year. (A copy is available in the office of the Director of School Safety and Other Administrative Services.)
6. The Superintendent recommends approval of the Suwannee County School District 2018-2019 Annual Update to the Florida Educational Equity Act Plan. (A copy is available for review in the office of the Director of School Safety and Other Administrative Services.)

Director of Student Services – Debbie Land:

7. The Superintendent recommends approval of the Suwannee County School District Mental Health Assistance Allocation Plan, dated August 1, 2019 (Note: A copy of the plan is available in the office of the Director of Student Services.)
8. The Superintendent recommends of the Suwannee County School District English Language Learners Plan (Note: A copy of the plan is available in the office of the Director of Student Services.)
9. The Superintendent recommends approval of the following personnel item for the 2019-2020 school year:
 - a. Reclassify the Counselor-Mental Health Support position from 11-month, 7.25 hours per day; to 12-month, 7.25 hours per day, effective July 1, 2019.

School Board Attorney – Leonard Dietzen:

10. Legal Counsel's Report

Superintendent of Schools – Ted Roush:

11. Superintendent's Report

School Board Members:

12. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
June 17, 2019

MINUTES

The Suwannee County School Board met in Workshop Session on this date in the School Board Meeting Room, 1729 Walker Avenue, SW, Suite 300, Live Oak, Florida. School Board members present were Chairman Ed daSilva, Tim Alcorn, Catherine Cason, and Jerry Taylor, along with Superintendent Ted Roush, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. School Board Member Ronald White arrived at 3:01 p.m. School Board Attorney Leonard Dietzen was absent.

Administrators and others present: Jennifer Barrs, Jennifer Beach (arrived at 3:05 p.m.), Walter Boatright, Amy Boggus, Karen Braun, Bill Brothers, Marsha Brown, Stephenie Busch, Mark Carver, Jimmy Cherry, Lisa Dorris, Janene Fitzpatrick, Ronnie Gray, Malcolm Hines, Terry Huddleston, Mary Keen, Debbie Land, Kecia Robinson, Kathy Smith, Keith Stavig, Marsha Tedder, Kelly Waters, Kelli Williams, Jimmy Wilkerson, and Laura Williams.

Chairman daSilva called the meeting to order at 3:00 p.m. (NOTE: Workshop originally scheduled to begin at 9:00 a.m. and was rescheduled to begin at 3:00 p.m.)

Budget Presentations for 2019-2020 Vickie DePratter/
Asst. Superintendents/Directors/Principals

- General Fund
- Federal Programs
- Food Service

Mrs. DePratter presented an overview of the proposed 2019-2020 General Fund Budget. Mrs. DePratter answered questions from Board members.

Mr. Roush stated that for the sake of time, he asked that we move from tab to tab and not have each individual school representative come to the podium; however, any questions will be answered by the respective person for each school.

The following proposed General Fund Budgets for 2019-2020 were reviewed:

- Suwannee Primary School..... Marsha Tedder
- RIVEROAK Technical College Mary Keen
- Suwannee Intermediate SchoolJennifer Beach
- Suwannee High School.....Ronnie Gray
- Suwannee Middle School Laura Williams
- Suwannee Elementary School Amy Boggus
- Branford Elementary SchoolStephenie Busch
- Branford High School..... Terry Huddleston
- Finance/Administration Vickie DePratter
- Transportation.....Jimmy Wilkerson
- Facilities.....Mark Carver
- Human Resources Walter Boatright
- Assistant Superintendent of Administration.....Bill Brothers
- Assistant Superintendent of Instruction..... Janene Fitzpatrick
- Suwannee Virtual School Jennifer Barrs
- School Safety and Other Administrative ServicesMalcolm Hines
- Information Technology Vickie DePratter

The workshop recessed at 5:02 p.m. and resumed at 5:08 p.m.

Continuation of General Fund Budget reviews:

- Student Services.....Debbie Land
- School Choice Janene Fitzpatrick
- Superintendent and School Board Ted Roush

The following proposed Federal Budgets for 2019-2020 were reviewed:

- Food Service..... Lisa Dorris
- Perkins Grants Mary Keen
- Title V Janene Fitzpatrick
- IDEA; Title I/Migrant; Title III/ELL; Title IX/HomelessDebbie Land
- Title IKecia Robinson
- Title II.....Kelli Williams
- Title IV Keith Stavig

The workshop adjourned at 6:29 p.m.

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
June 17, 2019

MINUTES

The Suwannee County School Board met in Special Session on this date in the School Board Meeting Room, 1729 Walker Avenue, SW, Suite 300, Live Oak, Florida. School Board members present were Chairman Ed daSilva, Tim Alcorn, Catherine Cason, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. School Board Attorney Leonard Dietzen was absent.

Chairman daSilva called the meeting to order at 6:36 p.m.

MOTION by Mr. Taylor, second by Mr. Alcorn, for approval to adopt the agenda.
MOTION CARRIED UNANIMOUSLY

Chief Financial Officer – Vickie DePratter:

1. MOTION by Mr. Alcorn, second by Ms. Cason, for approval to continue expenditures until approval of the final budget for the 2019-2020 fiscal year.
MOTION CARRIED UNANIMOUSLY
2. MOTION by Mr. Taylor, second by Mr. White, for approval of the following resolution for the 2018-2019 school year: (Note: This resolution has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2019-07R Instrument of Adoption of that certain Indenture of Trust for the
Florida Fixed Income Trust (pgs. 2-6)

MOTION CARRIED UNANIMOUSLY

Assistant Superintendent of Instruction – Janene Fitzpatrick:

3. MOTION by Mr. Taylor, second by Mr. Alcorn, for approval of the following item:
 - a. NEFEC English for Speakers of Other Languages (ESOL) Add-On Endorsement Program for 2019-2025 (pgs. 7-38)

MOTION CARRIED UNANIMOUSLY

Director of Human Resources – Walter Boatright:

4. MOTION by Mr. Alcorn, second by Ms. Cason, for approval of the Human Resources Transactions (pgs. 39-41) MOTION CARRIED UNANIMOUSLY

Miscellaneous

Mr. Roush announced that an Executive Session will need to be held at 8:00 a.m. on July 16, 2019, prior to the Expulsion Issues Hearing and Workshop. Also, an Executive Session will need to be held on July 18, 2019, immediately following the Special Meeting.

The meeting adjourned at 6:49 p.m.

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
June 25, 2019

The Suwannee County School Board met in Workshop Session on this date in the School Board Meeting Room, 1729 Walker Avenue, SW, Suite 300, Live Oak, Florida. School Board members present were Chairman Ed daSilva, Tim Alcorn, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, and Administrative Secretary Karen Lager. School Board Member Catherine Cason and Chief Financial Officer Vickie DePratter were absent.

Administrators and others present: Hunter Abercrombie, Jennifer Barrs (arrived at 2:00 p.m.), Renee Bass (arrived at 1:365 p.m.), Jennifer Beach, Keri Bean, Walter Boatright, Amy Boggus, Tammy Boggus (arrived at 1:15 p.m.), Bill Brothers, Stephenie Busch (arrived at 1:06 p.m.), Mark Carver, Lisa Dorris, Joe Eakins (arrived at 1:10 p.m.), Janene Fitzpatrick, Lisa Garrison, Ronnie Gray (arrived at 1:06 p.m.), Malcolm Hines, Debbie Land, Dee Dee McManaway (arrived at 1:06 p.m.), Marsha Tedder, Katrina Walker-Bius (arrived at 1:26 p.m.), Kelly Waters, Josh Williams, Kelli Williams, and Laura Williams.

Chairman daSilva called the meeting to order at 9:01 a.m.

Student Services Department Update.....Debbie Land

- Reclassify Coordinator of Student and Family Support Position
- Various Contract Renewals

Mrs. Land provided information on the following:

- Distributed and reviewed a handout regarding the reclassification of the Coordinator of Student and Family Support position from an 11-month position to a 12-month position.
- Provided information regarding new mandates regarding mental health; due to these new mandates, there is the need to reclassify the Counselor-Mental Health Support position from an 11-month position to a 12-month position.
- Provided information regarding various contract renewals; Contract #2020-48, Specialized Education Associates, LLC, will be pulled from tonight's agenda.

Policy Updates (pgs.)Bill Brothers

Mr. Brothers provided a summary of the additions and revisions on the following Board policies:

- Policy #5.12 Expulsion of Students (*Revised*)
- Policy #5.13 Zero Tolerance for School-Related Crimes (*Revised*)
- Policy #5.20 Directory Information (*Revised*)

Mr. Brothers reviewed changes to Form #7200-076 Principal's Recommendation of Expulsion Letter.

School Configuration.....Janene Fitzpatrick/Ted Roush

Mr. Roush provided information on school configuration. He distributed and reviewed a handout regarding the Configuration of Suwannee County Elementary Schools in Live Oak. Mr. Roush and Mrs. Fitzpatrick answered questions from Board members.

Superintendent Update Ted Roush

Mr. Roush reported on the following:

- Health Insurance – Continuing to work on the issue. A firm has expressed interest in providing information to the Board; asked if there was any interest to have the firm come and present their ideas on alternate health insurance options. Consensus of the Board was to proceed with the presentation at the August or September workshop.
- Student Ambassador Program – Received nominations from Branford High and Suwannee High Schools; students will need to be interviewed by the committee and one student selected from each school.
- Shared that the state adopted “Safe Plans”, instead of ALICE. Mr. Hines recently attended a meeting in Tallahassee and found out that ALICE bought Safe Plans.
- Planning for a field trip of the new administrative office in mid-August for Board members and District Office staff.

- Will have three items to bring for recommendation at the July 23, 2019, regular meeting: 1) Rename the SHS FFA Ag Farm/Lab as a memorial to Don Boyette; 2) Rename the BHS FFA Ag Farm/Lab in honor of Willie Veal; and 3) Rename the BHS Buccaneer Football Stadium in honor of Cleve Sikes. Board members may contact Mr. Roush individually with any questions.

Mr. daSilva questioned the status of the locker/book bag issue at Suwannee Middle School. Mr. Roush suggested that students purchase rolling book bags to help with the issue. He stated that if a student has a doctor's excuse for medical purposes, then a lock would be assigned. Mr. Roush distributed and reviewed a handout regarding an article on "Schools and Lockers: No longer the right combination", dated January 24, 2018. Laura Williams stated they are looking at alternatives regarding the requirement of notebooks for every class (i.e., use a 5-subject notebook, instead of one notebook for each class).

Mr. daSilva questioned the estimated costs of configuration. Mr. Roush responded that there is already \$150,000 built into the 2019-2020 budget. Mrs. Fitzpatrick stated she will research to see if there are any available grants that can help with the costs.

Mr. Taylor questioned if reconfiguration will add additional minutes to the school day. Mrs. Fitzpatrick responded that 4th and 5th grades require more minutes than the lower grades, so yes there is the potential of having additional minutes.

The workshop adjourned at 2:58 p.m.

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
June 25, 2019

MINUTES

The Suwannee County School Board met in Regular Session on this date in the School Board Meeting Room, 1729 Walker Avenue, SW, Suite 300, Live Oak, Florida. School Board members present were Chairman Ed daSilva, Catherine Cason, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, and Administrative Secretary Karen Lager. School Board Member Tim Alcorn and Chief Financial Officer Vickie DePratter were absent.

School Resource Officer Lee Willis was also present.

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

Student remarks and pledge to the flag by RIVEROAK Technical College SkillsUSA student organization.

Special Recognition by the Superintendent:

- Introduction and Presentation by Bill Graham, Executive Director of the Florida Educational Negotiators
 - Mr. Graham recognized William (Bill) D. Gunter, Jr., formerly from Live Oak, for all his many accomplishments throughout his career. Mr. Graham also presented our District with a cash donation of \$350 in support of the Suwannee County School District's FFA Programs.

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

- There were none.

MOTION by Mr. Taylor, second by Ms. Cason, for approval to adopt the Agenda, along with Item #1 on the Agenda Addendum. MOTION CARRIED UNANIMOUSLY

MOTION by Ms. Cason, second by Mr. White, for approval of the Consent Agenda, along with Item #2 on the Agenda Addendum; and the following changes/corrections:

- Under Item 6, pull Contract #2020-48 from the Consent Agenda
- Page 198, under Recommendations: Instructional/Student Services, Kelly Jackson/Replaces: Hannah Deas, should state Replaces: Contracted Position.

MOTION CARRIED UNANIMOUSLY

CONSENT AGENDA

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

1. The Superintendent recommends approval of the following Minutes:
(pgs. 6-36)

May 14, 2019	- Workshop Session
	- Special Meeting
	- Expulsion Issues Hearing (Private)
May 28, 2019	- Public Hearing
	- Regular Meeting

2. The Superintendent recommends approval of the monthly financial statement for May 2019.

3. The Superintendent presents the following bills for the period May 1-31, 2019:

General Checking Account

General Fund 1000	\$ 487,078.05
LCIF Fund 3200	80,873.03
Spec Act Revenue Bond Fund 3210	178,600.34
Food Service Fund 4100	142,202.10
Federal Fund 4200	<u>228,435.37</u>
	\$ 1,117,188.89

Payroll Checking Account

General Fund 1000	\$ 5,061,185.21
Food Service Fund 4100	235,057.67
Federal Fund 4200	<u>579,387.23</u>
Total	\$ 5,875,630.11

Total \$ 6,992,819.00

4. The Superintendent recommends approval of the following budget amendments for fiscal year 2018-2019:

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>
I-11	III-11	IV-10 (Food Service)
		IV-11 (Federal)

5. The Superintendent recommends approval for disposal of property as per the attached Property Disposition Form dated June 25, 2019. (pg. 37)
6. The Superintendent recommends approval of the following contracts/agreements for the 2019-2020 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2020-40 PAEC Student Data Services Resolution and Contract for District Participation between the School Board of Washington County, Florida, fiscal agent for the Panhandle Area Educational Consortium (PAEC) and PAEC Student Data Services and the District School Board of Suwannee County, Florida (*Renewal*) (pgs. 38-40)

- #2020-42 Cooperative Agreement between Meridian Behavioral Healthcare, Inc. and the School Board of Suwannee County, Florida (*Renewal/Revised*) **(pgs. 41-101)**
- #2020-43 Inter District Private School Services Agreement 2019-2020 between the Suwannee County School District and the Madison County School District Title I Programs (*Renewal*) (Note: This agreement was initiated by the Madison County School District.) **(pgs. 102-104)**
- #2020-44 Inter District Private School Services Agreement 2019-2020 between the Suwannee County School District and the Columbia County School District Title I Programs (*Renewal*) (Note: This agreement was initiated by the Columbia County School District.) **(pgs. 105-109)**
- #2020-45 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Joyce M. Warren (*Renewal*) **(pgs. 110-122)**
- #2020-46 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Palmer Physical Therapy, LLC (*Renewal/Revised*) **(pgs. 123-150)**
- #2020-47 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Resolutions in Special Education, Inc. (*Renewal*) **(pgs. 151-163)**
- ~~#2020-48 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Specialized Education Associates, LLC, formerly Independent Training for the Blind, Inc. (*Renewal/Revised*) **(pgs. 164-193)**~~

7. The Superintendent recommends approval of the following student transfers for the 2019-2020 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
McKayla	Harrison	Suwannee	Columbia	9

8. Human Resources Transactions (pgs. 194-202)

PERSONNEL CHANGES APPROVED:

RECOMMENDATIONS FOR THE 2018-2019 SCHOOL YEAR:

RESIGNATION: ADMINISTRATIVE:

District Office:

James Fike, Coordinator of Opportunity Schools, effective June 28, 2019

RESIGNATIONS: INSTRUCTIONAL:

Branford Elementary School:

Dana Putnal, Guidance Counselor, effective June 21, 2019

Branford High School:

Laura Merritt, Teacher, effective July 31, 2019

Student Services:

Hannah Deas, Speech-Language Pathologist, effective June 3, 2019

Suwannee High School:

Mallory Morgan, Agriculture Teacher, June 30, 2019

RESIGNATION: NON-INSTRUCTIONAL/SCHOOL RELATED:

Suwannee Elementary School:

Elizabeth Romulo, ELL Paraprofessional, effective May 30, 2019

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

RIVEROAK Technical College:

Claudies Ivey III, Head Custodian, effective June 4, 2019

REPLACES: Robert George

Suwannee Intermediate School:

Kelsey Leighton, Custodian, temporary, effective June 3, 2019

REPLACES: Timothy Rickett

Transportation:

Christina Jones, Bus Driver, effective May 16, 2019

REPLACES: Kimberly Peek

SUPPLEMENTARY:

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>REPLACES</u>
Belinda Fries	9 th Grade Class Sponsor	SHS	
Mandi Howard	Yearbook Sponsor	BES	
Kevin Lewis	Head Boys Track Coach ½	SMS	Terrance Derico
Audrey Marshall	11 th Grade Class Sponsor	SHS	
Megan Roush	HOSA Sponsor	SHS	

LEAVE OF ABSENCE (FAMILY AND MEDICAL LEAVE):

Suwannee Intermediate School:

Timothy Rickett, Custodian, tentatively June 18, 2019 through June 27, 2019, without pay, with the option of returning sooner if released by the doctor.

LEAVE OF ABSENCE (ILLNESS IN THE LINE OF DUTY):

Suwannee Primary School:

Geraldine Thomas, Paraprofessional, February 7, 2019 through February 8, 2019, February 11, 2019 through February 15, 2019 and February 19, 2019 through February 21, 2019, for a total of 72.50 hours.

TERMINATION:

Suwannee Middle School:

Melissa Carter, Custodian, effective June 13, 2019

SUMMER TERM 2018-2019:

RECOMMENDATIONS: INSTRUCTIONAL:

Branford Elementary School:

Stephanie Knighton, Teacher, Summer Reading Camp

Branford High School:

Stefani Santos, Teacher, Credit Recovery

Abby Warren, Teacher, Credit Recovery

District-wide:

Belinda Fries, Teacher, Title IV Summer School

Tammy Neil, Teacher, Title IV Summer School

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Facilities Department:

Charles Wadford, Summer Day Laborer

District-wide:

Brant Jessup, Paraprofessional, STEM Camp

Michele Lambert, Paraprofessional, Credit Recovery

MISCELLANEOUS:

Branford High School:

Approval for Dawn Eakins to work up to 50 additional hours in the summer to continue her duties as a Guidance Counselor, funded by Federal Grants.

Curriculum:

Approval for Kelli Williams and Keith Stavig to each work up to 80 additional hours this summer, funded by Federal Grants.

District-wide:

Approval to provide four summer workdays for FFA activities, at the instructional rate of pay for Anne Etcher, Branford High School Agriculture Instructor and Katheryn Quincey, Suwannee Middle School Agriculture Instructor to be funded by the Carl D. Perkins Grant.

Suwannee Intermediate School:

Approval for Wendy Stevens to work up to 25 additional hours this summer, funded by Federal Grants.

Suwannee Middle School:

Approval for Linda Strait to work up to 60 additional hours for administrative transition at Suwannee Middle School.

**End of Summer Term List
2018-2019
School Year**

VOLUNTEERS:

Jessica Alcorn	Tara Bronson	John Buda
Deborah Davis	Michael Driver	Rebecca Holland
Rueben Johnson	Morgan Nickerson	Casey Owens
Cameron Potter	Felisha Williams	

**End of List
2018-2019
School Year**

RECOMMENDATIONS FOR THE 2019-2020 SCHOOL YEAR:**RECOMMENDATION: ADMINISTRATIVE:**

Kendra Crews, MTSS Coordinator, effective July 1, 2019
REPLACES: Elizabeth Johnston

RECOMMENDATIONS: INSTRUCTIONAL:

Branford Elementary School:
Lura Sapp, Teacher, effective August 5, 2019
REPLACES: Linda Aderholt

Student Services:
Michelle Adams, Speech and Language Pathologist, effective August 5, 2019
REPLACES: Brittany Busby
Kelly Jackson, Speech and Language Pathologist, effective August 5, 2019
REPLACES: Vacant/Contracted Position/Michelle Adams
Elizabeth Johnston, Staffing Specialist, effective July 29, 2019
REPLACES: Toni Greenberg

Suwannee Middle School:
Kimberly Boatright, Dean of Students, effective August 5, 2019
REPLACES: Vacant

TRANSFERS/REASSIGNMENTS:

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>EFFECTIVE</u>	<u>REPLACES</u>
Brittney Shearer	SMS/Teacher	SHS/Teacher	8/05/2019	Kimberly Boatright

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Suwannee Primary School:
Tresca Anderson, Lead Pre-K Paraprofessional, effective August 6, 2019
REPLACES: Traci Davis

LEAVE OF ABSENCE (FAMILY AND MEDICAL LEAVE):

Suwannee Intermediate School:

Timothy Rickett, Custodian, tentatively July 1, 2019 through July 26, 2019, without pay, with the option of returning sooner if released by the doctor.

PART-TIME/HOURLY EMPLOYEES:

Approval for the following employees for the first term 2019-2020

RIVEROAK TECHNICAL COLLEGE PART-TIME/HOURLY EMPLOYEES July 1, 2019-December 31, 2019:

ADULT EDUCATION

Robbin Chapman	ABE/GED Prep
Tracy Henderson	ABE/GED Prep
Angie Hester	ABE/GED Prep
Kathy Smith	ABE/GED Prep
Darryl Cannon	Adult Basic Education
Glenda Cranford	Adult Basic Education
Pam Poole	Chief GED Test Examiner
Richard Crockett	ESOL
Jennifer Floyd	GED Test Proctor/TABE Test Examiner
Laura Hernandez	TABE Test Examiner
Ta-Trease Sapp	TABE Test Examiner
Jeff Lee	Test Administrator/Transition Specialist

CAREER AND TECHNICAL EDUCATION

Susan Morgan	Patient Care Technician/Practical Nursing/I.V. Therapy
Greta Thornton	Nail Technician
Kevin Mercer	Welding
Tommy Taylor	Welding
Marivic Blackwell	Phlebotomy
Kelly Grimes	Practical Nursing/Patient Care Technician Clinical Instructor
Hildelita Warren	Practical Nursing/Patient Care Technician Clinical Instructor/I.V. Therapy

COMMUNITY EDUCATION (Pending class enrollment)

Debbie Scott	Cake Decorating
Virginia Crews	CPR
Natasha Pittman	Computer Applications
Margaret Wooley	Wreath making
Vanessa Grantham	Crochet/Stained Glass
Wayne Musgrove	Gun Safety/Concealed Weapons
Donna Bass	Community Education Coordinator
Dana Tidwell	Community Education Assistant
Belinda Fries	Computer Technology/Computer Safety
Kevin Constanza Renderos	Conversational Spanish

Kevin Mercer	Welding Art
Tommy Taylor	Welding Art
Derwin Bass	Basic car, home and/or shop maintenance
Julie Dees	Culinary, Cake Decorating
Stasia Dupree	Essential Oils
John Sinclair	Culinary
Becky Raymond	Basic Computers
LaDon Terry	Floral
Melinda Polbos	Culinary
Melissa Hottenstein	Sign Language
Logan Hart	Photography
Ramona Land	IV Therapy
Nancee Murrah	IV Therapy

LEAVE OF ABSENCE (FAMILY AND MEDICAL LEAVE/MATERNITY):

Suwannee Primary School:

Kiara Davis, Teacher, tentatively September 16, 2019 through December 15, 2019, with the option of returning sooner.

SUPPLEMENTARY:

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>REPLACES</u>
Derwin Bass	SkillsUSA	RTC	
Michael Bresk	SkillsUSA	RTC	
Theresa Gill	SkillsUSA	RTC	
LaDonna Holmes	CDA	RTC	
M' Alice Julius	LPN	RTC	
Mona Kelley	SkillsUSA	RTC	
Ashley Kirby	CDA	RTC	
Marissa Lane	CDA	RTC	
Jeffrey Lee	SkillsUSA	RTC	
Janie Maxwell	SkillsUSA	RTC	
Kevin Mercer	SkillsUSA	RTC	
Susan Morgan	LPN	RTC	
Malcolm Pollock	Varsity Boys' Basketball Coach	SHS	Jeremy Ulmer
Pamela Poole	SkillsUSA	RTC	
William Ragan II	SkillsUSA	RTC	
Thomas Shea	SkillsUSA	RTC	
Patricia Sullivan	SkillsUSA	RTC	
Kimberly Thomas	SkillsUSA	RTC	
Jeremy Ulmer	SkillsUSA	RTC	

SUBSTITUTE:

The following to serve as Substitute Bus Attendant:
Bruce Kemmerer

CONTRACT RECOMMENDATIONS:**SCHOOL ADMINISTRATOR 3-YEAR CONTRACT:****TERM**

Keri Bean

12

ANNUAL INSTRUCTIONAL CONTRACTS:**Branford High School:**

Timothy Clark

12

Carlos Diaz

10

Monica Jackson

10

Cara Soride

10

**Tommy Taylor

10

RIVEROAK Technical College:

**M' Alice Julius

12

**Kevin Mercer

10

**Katie Miller

12

**Susan Morgan

12

**Greta Thornton

10

**Traci West

12

**Suzanne Wilson

12

Suwannee Elementary School:

Takesha Patrick

10

Suwannee High School:

Sherry Dean

10

Belinda Fries

10

**Holly Gamble

10

Cletia Hamby

10

**Megan Roush

10

**Non-certificated

Suwannee Intermediate School:

Justin Bruce

10

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

The following contracts and term status are granted as indicated below:
Job titles are 2019-2020 appointments and for placement on a salary schedule:

<u>Name</u>	<u>Position</u>	<u>Contract</u>	<u>Term</u>
<u>Branford High School:</u>			
Deborah Yates	Paraprofessional	C	9
<u>RIVEROAK Technical College:</u>			
Claudies Ivey III	Head Custodian	C	12
<u>Transportation:</u>			
Robin Hein	Bus Driver	A	9

**End of List
2019-2020
School Year**

HUMAN RESOURCES TRANSACTIONS ADDENDUM**RECOMMENDATIONS FOR THE 2018-2019 SCHOOL YEAR:****SUPPLEMENTARY:**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>
Derwin Bass	SkillsUSA	RTC
LaDonna Holmes	CDA	RTC
Mona Kelley	SkillsUSA	RTC
Ashley Kirby	CDA	RTC
Marissa Lane	CDA	RTC
Kevin Mercer	SkillsUSA	RTC
Susan Morgan	LPN (Prorated from LPN hire date)	RTC
William Ragan II	SkillsUSA	RTC
Kimberly Thomas	SkillsUSA	RTC
Jeremy Ulmer	SkillsUSA	RTC

SUMMER TERM 2018-2019:**MISCELLANEOUS:**Branford High School:

Approval for Stefani Santos and Abbey Warren to each work up to 8 additional hours to administer and proctor the summer Algebra I EOC in July, to be paid from General Fund.

PART-TIME/HOURLY EMPLOYEES:

Suwannee Virtual School:

Emily Blackmon	Jean Eckhoff	Sergio Rodriguez
Andrew Chapman	Sarah Grillo	Daniel Taylor
Brooke Cox-Knowles	Angela Hester	Kimberly Tuvell
Carlos Diaz	Vanessa Menhennett	

END OF HUMAN RESOURCES TRANSACTIONS ADDENDUM
2018-2019
School Year

REGULAR AGENDA

Chief Financial Officer – Vickie DePratter:

(Presented by Assistant Superintendent of Administration – Bill Brothers)

1. Discussion and action regarding the selection of two School Board members and two Suwannee County business owners to serve on the Value Adjustment Board (VAB) for 2019-2020.

MOTION by Mr. Taylor, second by Mr. White, for approval of the following individuals to serve on the VAB for 2019-2020:

Tim Alcorn – Sitting/Primary School Board Member

Catherine Cason – Alternate School Board Member

Jenny Lloyd – Sitting/Primary School Board-Appointed Citizen Member

Bradley Thompson – Alternate School Board-Appointed Citizen Member

MOTION CARRIED UNANIMOUSLY

Assistant Superintendent of Administration – Bill Brothers:

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

- #5.12 Expulsion of Students (*Revised*) **(pgs. 203-213)**
- #5.13 Zero Tolerance for School-Related Crimes (*Revised*)
(pgs. 214-219)
- #5.20 Directory Information (*Revised*) **(pgs. 220-221)**

MOTION CARRIED UNANIMOUSLY

3. MOTION by Mr. White, second by Mr. Taylor, for approval of the following forms:

- #7200-076 Principal's Recommendation of Expulsion Letter (*Revised*)
(pgs. 222-223)

MOTION CARRIED UNANIMOUSLY

Assistant Superintendent of Instruction – Janene Fitzpatrick:

4. MOTION by Mr. Taylor, second by Ms. Cason, for approval for reconfiguration of Suwannee Primary School, Suwannee Elementary School, and Suwannee Intermediate School, effective with the 2020-2021 school year.
MOTION CARRIED UNANIMOUSLY

Mr. White noted that whatever is done in Live Oak should also be done in Branford as well.

Action on the Agenda Addendum – Janene Fitzpatrick

#1.MOTION by Mr. Taylor, second by Ms. Cason, for approval of the following personnel item for the 2018-2019 school year:

- a. The following additional summer school positions for the 2019 summer school term:

<u>Program</u>	<u>Number of Employees/Position</u>	<u>Funding</u>
Virtual Instruction	2 – Teachers (SVS) (As needed to complete courses already in progress.)	General Fund

NOTE: With the addition of the above two teachers, this will make a total of **11** teachers for the Virtual Instruction Program at Suwannee Virtual School.

MOTION CARRIED UNANIMOUSLY

End of Agenda Addendum

Director of Student Services – Debbie Land:

5. MOTION by Ms. Cason, second by Mr. Taylor, for approval of the following contract/agreement for the 2019-2020 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2020-41 Agreement between the School Board of Suwannee County and Suwannee Valley Community Coordinated Child Care, Inc. for the Teen Age Parent Program (TAPP) (*New*)
(pgs. 224-228)

MOTION CARRIED UNANIMOUSLY

6. MOTION by Mr. Taylor, second by Ms. Cason, for approval of the following personnel item for the 2019-2020 school year:

- a. Reclassify the Coordinator of Student and Family Support position from an 11-month position to a 12-month position, effective July 1, 2019.

MOTION CARRIED UNANIMOUSLY

School Board Attorney – Leonard Dietzen:

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

Superintendent of Schools – Ted Roush:

8. Superintendent's Report – No matters to report. Mr. Roush expressed his appreciation for the overwhelming support to configure the Live Oak elementary schools!

School Board Members:

9. Issues and concerns Board members may wish to discuss

- Board members expressed their thanks and appreciation to Mr. Graham for his presentation and donation to our FFA Programs.
- Mr. daSilva commended FSBA for its support; he also expressed his thanks and appreciation to Mr. Taylor for his leadership over the past year as President of FSBA.

The meeting adjourned at 6:52 p.m.

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and Specialized Education Associates, LLC, formerly Independent Training for the Blind, Inc. ("Contractor").

WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

A. SERVICES: SCSB hereby engages Contractor to provide educational consulting services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

- (i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.
- (ii) Contractor and staff shall not be required to perform services in any order or sequence specified by SCSB.

- (iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.
 - (iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.
 - (v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.
 - (vi) The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.
- C. DOCUMENTATION: Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

- A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;
- B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.
- C. Contractor shall perform the services required hereunder in accordance with:
 - (i) all applicable federal, state, and local laws, rules, and regulations;
 - (ii) all applicable policies of: SCSB;
 - (iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;
- D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and
- E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with

the provision of services under this Agreement; and

F. All Contractor staff shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on July 1, 2019 and ending June 30, 2020, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit B attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph 1 (C) of this Agreement.

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, reasonably requested by SCSB, and SCSB shall pay each invoice within **thirty (30) days**

after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice; provided, however, that SCSB shall give notice to Contractor that such invoice is deemed improper, and Contractor shall be given:

- (a) details as to why it is considered improper,
- (b) instruction as to how Contractor can correct such invoice to make it proper, and
- (c) the opportunity to submit a corrected invoice to be paid for services performed.

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act to the extent applicable to Contractor. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies.

Level II Background Check – Any vendor providing services under this contract who will (1) be at a

school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the Suwannee County School Board.

9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Contractor shall make such documents and records available to SCSB upon reasonable notice from SCSB and such audit and all costs pertaining thereto including, but not limited to, photocopies, travel, shipping, shall be at SCSB's cost.

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.
- B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- C. That completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.
- E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

Contractor shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or relating to bodily injury to or death of any person or loss of or damage to real or tangible personal property or the environment to the extent that such third party claim, suit, damage, or expense was proximately caused by any negligent act or omission on the part of Contractor, its agents or employees.

11. DEBARMENT & SUSPENSION

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

12. TERMINATION

- A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.
- B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.
- C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:
 - (i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or
 - (ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its students;
 - (iii) breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof.
- D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such

termination: Paragraphs 1 (B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the prevailing party shall be entitled to its attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, each party shall split equally the fees, costs and expenses of the mediator.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when actually received in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida
c/o Ted L. Roush, Superintendent
1729 Walker Avenue, SW, Suite 200
Live Oak, FL 32064

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

Contractor: Specialized Education Associates, LLC
Elizabeth Wilson
2652 S. Hannon Hill Drive
Tallahassee, FL 32309

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. CAPTIONS

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

20. ASSIGNMENT; BINDING EFFECT

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of SCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. RELEASE OF STUDENT RECORDS

By signature, Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

22. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT C which is incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 2019.

SUWANNEE COUNTY SCHOOL BOARD

Ed daSilva, Chairman

Date

Ted L. Roush, Superintendent

Date

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

CONTRACTOR

Witness Signature

Elizabeth Wilson, President
Specialized Education Associates, LLC

Type or Print Name of Witness

Date

Date

EXHIBIT A

SERVICES PROVIDED:

- 1) Assure that services are in accordance with the IEP for each student.
- 2) Ensure that written evaluations and student records are the property of the SCSB.
- 3) Plan and prepare lessons and strategies, which support the students IEP as it relates to Orientation and Mobility.
- 4) Identify, select, and modify instructional materials to meet the needs of students.
- 5) Establish and maintain effective record keeping procedures (including but not limited to IEP), assuring access to records which are pertinent to this agreement.
- 6) Consults with diagnosticians, classroom teachers, students, and parents concerning appropriate evaluations, modifications as requested by the district.
- 7) Provide the district with monthly billing by the 15th of each month, for services rendered the preceding month. (Unless otherwise approved by Director of Student Services.)
- 8) Attached to the monthly billing will be individual logs for students with a breakdown of time allocated for planning, coordination of staff, instruction and travel clearly noted. All time billed will be signed by a SCSB employee at the point of service. Lesson plan activity notes will be provided for each face to face contact provided to the student.

Provide Instruction for:
Orientation and Mobility
Use of low vision devices
Listening skills
Concept development (especially for early childhood students)
Leisure and recreation skills
Social Skills
Self-advocacy

In the event that Contractor shall at any time be unable to provide the services under this contract, Independent Training for the Blind may employ a substitute to perform such services, another duly qualified person who will meet employment criteria of Suwannee County School Board. Independent Training for the Blind shall be responsible for compensation of individuals employed as substitutes.

CONTRACTOR FEDERAL IDENTIFICATION NUMBER: 82-2362877

INDIVIDUAL SOCIAL SECURITY NUMBER:

IRS Form W-9 on file

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

General Fund (9061) Vision Teacher – Professional & Technical Services

EXHIBIT B

FEE SCHEDULE

The Suwannee County School Board shall pay \$65.00 per hour for services. Services shall include instruction, and planning. The Suwannee County School Board shall pay \$60 per hour for travel. Travel is defined by portal to portal and shall not exceed one hour one way to and from district. Travel within the district is excluded from the one-hour, one-way restriction. This will be paid monthly upon receipt of billing. Services billed shall not exceed 25 hours per week. All hours billed will be documented by student name, activity as related to instruction, travel, and planning. All billed hours will be signed at the point of service by a SCSB employee.

EXHIBIT C

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

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

SUWANNEE COUNTY SCHOOL BOARD

**PROFESSIONAL/TECHNICAL
SERVICES AGREEMENT**

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and Specialized Education Associates, LLC, formerly Independent Training for the Blind, Inc. ("Contractor").

WITNESSED:

WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ~~1.~~ **ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR**

A. **SERVICES:** SCSB hereby engages Contractor to provide educational consulting ~~sen-ices-~~services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said ~~services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement.~~ Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of ~~sendees-~~services by Contractor hereunder.

B. **MANNER OF PERFORMANCE OF CONTRACTORS-CONTRACTOR'S SERVICES**

- (i) Contractor and staff shall perform all ~~sendees-~~services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform sendees-services under this Agreement, but shall have full and absolute discretion in such matters.
- (ii) Contractor and staff shall not be required to perform sendees-in-any-services in any

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order or sequence specified by SCSB.

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- (iii) ~~(iii)~~ Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.
 - (iv) ~~(iv)~~ Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.
 - (v) ~~(v)~~ Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.
 - (vi) ~~(vi)~~ The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.
- C. ~~C.~~ DOCUMENTATION: Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

2. ~~2.~~ REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

- A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;
- B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.
- C. Contractor shall perform the services required hereunder in accordance with:

 - (i) all applicable federal, state, and local laws, rules, and regulations;
 - (ii) all applicable policies of: SCSB;
 - (iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;
- D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and
- E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for

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said staff to perform the functions, assigned to him or her by Contractor in connection with

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the provision of services under this Agreement; and ~~F.~~

F. All Contractor staff shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, ~~Contractor~~ Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, ~~Contractor~~ Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on July 1, 2018 ~~2019~~ and ending June 30, 2019 ~~2020~~, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

For the ~~sender's~~ services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit B attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph ~~4~~ 1(C) of this Agreement.

6. ~~6.~~ BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, reasonably requested by SCSB, and SCSB shall pay each invoice within thirty (30) ~~days~~ days

after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice; provided, however, that SCSB shall give notice to Contractor that such invoice is deemed improper, and Contractor shall be given:

- (a) details as to why it is considered improper,
- (b) instruction as to how Contractor can correct such invoice to make it proper, and
- (c) the opportunity to submit a corrected invoice to be paid for services performed.

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act to the extent applicable to Contractor. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies. Level II Background Check – Any vendor providing services under this contract who will

(1) be at a

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Level II Background Check—Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the Suwannee County School Board.

9. 9-AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Contractor shall make such documents and records available to SCSB upon reasonable notice from SCSB and such audit and all costs pertaining thereto including, but not limited to, photocopies, travel, shipping, shall be at SCSB's cost.

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.
- B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- C. That completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.
- E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

~~subcontracts and assignments.~~

10. INDEMNIFICATION

Contractor shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or relating to bodily injury to or death of any person or loss of or damage to real or tangible personal property or the environment to the extent that such third party claim, suit, damage, or expense was proximately caused by any negligent act or omission on the part of Contractor, its agents or employees.

11. DEBARMENT & SUSPENSION

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

12. TERMINATION

- A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.
- B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.
- C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:
- (i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor ~~staffs~~ staff's professional license or certification, in the State of Florida, or
 - (ii) conduct by Contractor or any of Contractor's staff which affects the quality of ~~sen-ices-~~ services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its students;
 - (iii) breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof.
- D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and

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obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs 1 (B), 2, 5, 10, 13, and 15.

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termination: Paragraphs 1 (B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the prevailing party shall be entitled to its attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, each party shall split equally the fees, costs and expenses of the mediator.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or ~~written~~ written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual ~~written~~ written agreement.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only ~~one~~ Agreement.

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when actually received in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida
c/o Ted L. Roush, Superintendent
1729 Walker Avenue, SW, Suite 200
Live Oak, FL 32064

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

Contractor: ~~Independent Training for the~~
~~Blind~~ Specialized Education
Associates, Inc. LLC Elizabeth
Wilson
2652 S. Hannon Hill Drive
Tallahassee, FL 32309

18. ~~18.~~ WAIVER

A waiver by either ~~part~~ party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. ~~19.~~ CAPTIONS

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

20. ~~20.~~ ASSIGNMENT; BINDING EFFECT

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of SCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. RELEASE OF STUDENT RECORDS

By signature, Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

22. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes (~~2017~~ (2018)) see EXHIBIT C which is incorporated by reference herein.

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~~IN WITNESS WHEREOF~~, the parties hereto have set their hands and seals to this Agreement on this day of 11, 2018.

day of _____, 2019.

SUWANNEE COUNTY SCHOOL BOARD

Ted L. _____ Superintendent Ed daSilva, Chairman

Date _____

Ted L. Roush, Superintendent

Date _____


~~APR 2 ^ W (R)~~~~APR 2 ^ 2018~~

"Approved _____ and Sufficiency
BY _____

CONTRACTOR

~~Leonarji J. Dietzen, M Rumbergeii Kirk & Caldwell, PA. * Suwannee School Board
Attorney"~~

Witness Signature
~~the Blind, Inc.~~


Elizabeth Wilson, President Independent Training for

Date _____

Specialized Education Associates, LLC

Type or Print Name of Witness

Date _____

(01/30/21)

Date _____

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EXHIBIT A

SERVICES PROVIDED:

- 1) Assure that services are in accordance with the ~~IEP~~ IEP for each student.
- 2) Ensure that written evaluations and student records are the property of the SCSB.
- 3) Plan and prepare lessons and strategies, which support the students IEP as it relates to Orientation and Mobility.
- 4) Identify, select, and modify instructional materials to meet the needs of students.
- 5) Establish and maintain effective record keeping procedures (including but not limited to IEP), assuring access to records which are pertinent to this agreement.
- 6) Consults with diagnosticians, classroom teachers, students, and parents concerning appropriate evaluations, modifications as requested by the district.
- 7) Provide the district with monthly billing by the 15th of each month, for services rendered the preceding month. (Unless otherwise approved by Director of Student Services.)
- 8) Attached to the monthly billing will be individual logs for students with a breakdown of time allocated for planning, coordination of staff, instruction and travel clearly noted. All time billed will be signed by a SCSB employee at the point of service. Lesson plan activity notes will be provided for each face to face contact provided to the student.

Provide Instruction for:
Orientation and Mobility
Use of low vision devices
Listening skills
Concept development (especially for early childhood students)
Leisure and recreation skills
Social Skills
Self-advocacy

In the event that Contractor shall at any time be unable to provide the services under this contract, Independent Training for the Blind may employ a substitute to perform such services, another duly qualified person who will meet employment criteria of Suwannee County School Board. Independent Training for the Blind shall be responsible for compensation of individuals employed as substitutes.

CONTRACTOR FEDERAL IDENTIFICATION NUMBER: 61-145549582-2362877

INDIVIDUAL SOCIAL SECURITY NUMBER:

IRS Form ~~W-9~~ W-9 on file.

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

General Fund (9061) Vision Teacher — Professional & Technical Services

EXHIBIT B

FEE SCHEDULE

The Suwannee County School Board shall pay \$65.00 per hour for services. Services shall include instruction, and planning, and travel. The Suwannee County School Board shall pay \$60 per hour for travel. Travel is defined by portal to portal and shall not exceed one hour one way to and from district. Travel within the district is excluded from the one-hour, one-way restriction. This will be paid monthly upon receipt of billing. ~~Sendees~~ Services billed shall not exceed ~~20-25~~ hours per week. All hours billed ~~will~~ will be documented by student name, activity as related to instruction, travel, and planning. All billed hours will be signed at the point of ~~sendee~~ service by a SCSB employee.

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EXHIBIT C

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes ~~(2017)~~(2018)**

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

If you are a contractor as defined by Section ~~119.0701(1)(a)~~, 119.0701(1)(a), Florida Statutes ~~(2017)~~(2018), you must comply with Florida's public records law.

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

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

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

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted ~~services~~ services. See Section ~~119.0701(2)(b)~~ 119.0701(2)(b)4, Florida Statutes ~~(2017)~~(2018); for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes ~~(2017)~~(2018).

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Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	7/10/2019 9:49:08 AM
Comparison Time	2.10 seconds
compareDocs version	v4.2.300.9

Sources	
Original Document	\\HomeDirs01\Users\$\cduquette_My Settings\Desktop\Compare Contract\SCSB 2019-02 Independent Training for Blind Fully Executed.pdf
Modified Document	\\HomeDirs01\Users\$\cduquette_My Settings\Desktop\Compare Contract\SCSB 2020-48 Spec. Ed. Assoc Finale.pdf

Comparison Statistics	
Insertions	27
Deletions	23
Changes	53
Moves	0
TOTAL CHANGES	103

Word Rendering Set Markup Options	
Name	Standard
Insertions	
Deletions	
Moves / Moves	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
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	Formatting
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
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True

**North East Florida Educational Consortium
2019-2020 Membership**

This signature page is incorporated into and subject to all terms and conditions of the master contractual agreement between the District School Board of Suwannee County and the District School Board of Putnam County on behalf of the North East Florida Educational Consortium.

Suwannee County District Schools is participating in the following programs for 2019-2020:

Program:	Fee:
NEFEC Membership: Resolution Main Contract #731-20-051	\$17,955.05
Instructional Services Program (ISP) - #20-051-A1	\$2,500.00 base + \$4.50 per FTE = \$28,802.50
Educational Technology Services - #20-051-A6	Education Technology Serv. Fee = \$79,295.00 SY2019-20 Lease Purchase = \$18,037.00 Skyward Annual License Fee = \$13,211.00
Building Code Inspection - #20-051-A27	\$26,490.12
Human Resources Management Network - #20-051-A43	\$5,057.70

APPROVED AND RECOMMENDED FOR SIGNING

District School Board of Suwannee County

District School Board of Putnam County

by Ted Roush, Superintendent

by Richard M. Surrency, Sr. Ed.D., Superintendent

Dated: _____

Dated: 5/21/19

by Ed daSilva, Chairperson

by Sandra Gilyard, Chairperson

Dated: _____

Dated: 5/21/19

North East Florida Educational Consortium

"Approved as to Form and Sufficiency" Patrick J. Wnek
by Dr. Patrick J. Wnek, Executive Director

BY _____

Leonard J. Dietzen, III

Dated: 5/21/19

Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

RESOLUTION

A RESOLUTION OF THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA, ADOPTING A PLAN FOR COOPERATING WITH SCHOOL BOARDS OF OTHER DISTRICTS IN THIS STATE AND ESTABLISHING A PROCEDURE AND CONDITIONS FOR SUCH OPERATION OF AN EDUCATIONAL CONSORTIUM, AND CONTRACT FOR THE PURCHASE OF CERTAIN MATERIALS, SUPPLIES, EQUIPMENT, AND SERVICES TO BE USED OR PERFORMED IN RESPECTIVE SCHOOL SYSTEMS.

WHEREAS, the District School Board of Suwannee County, Florida, hereafter referred to as the **Board**, has the power and the duty among other responsibilities to cooperate with other agencies in joint projects, programs and services through participation in an Educational Consortium, when it is in the best interest of the educational system and the taxpayers of Suwannee County and for the best interest of the educational system and the school children in meeting the school districts needs, and

WHEREAS, it is necessary to adopt plans for cooperating with school boards of other districts in this State, and in order to initiate this cooperation and these plans it is necessary that the Consortium be initiated by resolutions spread upon the minutes of each school board concerned, and

WHEREAS, the school boards of Baker, Bradford, Columbia, Dixie, Flagler, Gilchrist, Hamilton, Lafayette, Levy, Nassau, Putnam, Suwannee and Union Counties, P.K. Yonge Developmental Research School, and the Florida School for the Deaf and the Blind, plus any other who adopts a like resolution, have expressed a desire to enter into a collaboration of separate public entities (which is not a partnership, and in which none of the collaborating institutions may incur debt on behalf of any of the others or bind any of the others in contract, and which collaboration is a consortium called the North East Florida Educational Consortium "NEFEC") through which the participating counties may jointly perform, bid, contract for, and purchase certain materials, supplies, equipment, and services to be used in respective school systems and operate programs as authorized and permitted by law and State Board of Education Rules including, but not limited to, those listed in Section I of this resolution. The Superintendents of each of the collaborating school boards shall serve as a member of the Board of Directors of NEFEC.

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA, IN A REGULAR SESSION ON July 23, 2019, AT THE SUWANNEE COUNTY SCHOOL ADMINISTRATION BUILDING,

Live Oak, FLORIDA, AS FOLLOWS:

SECTION 1. That the District School Board of Suwannee County, Florida, ("Board") does hereby determine that it is in the best interest of the taxpayers and students of Suwannee County to cooperate with other counties in the operation of an educational consortium, known as the North East Florida Educational Consortium (NEFEC) which shall include, but not be limited to bidding, contracting, and purchasing arrangements pursuant to a plan to implement the following services and/or programs:

- (a) Grants (federal, state, and private): *pursuant to eligibility*
 - FDLRS (Florida Diagnostic and Learning Resources System): *no cost / grant funded*
 - TIF SEEC: *no cost / grant funded*
 - FDLRS Statewide Administration Project: *no cost / grant funded*
 - Institute for Small and Rural Districts: *no cost / grant funded*
 - Title IV Part A: *no cost / grant funded*
- (b) Instructional Services Program: *contracted services*
 - Opportunity to participate in any grant written in FY 19-20: *pursuant to eligibility requirements.*
 - Master Inservice Plan Development, including endorsement and add-on certification.
 - Leadership Plan Development
 - Professional Development Certification Program
 - Textbook adoption for core areas
 - grant writing support
 - NOEL initiatives
 - technical and implementation assistance for legislative mandates
 - College and Career Readiness Initiative
 - Principal Leadership Academy: *per participant fee*
 - Aspiring Leaders Program: *per participant fee*
 - Master Scheduling Training: *per participant fee*
 - E-Learning professional development: *per participant fee – discounted rate*
 - Florida Standards professional development

- Literacy professional development
 - Clinical Educator professional development
 - BODLDP (Board of Directors Leadership Development Program)
-
- (c) Student Testing: *contracted services*
 - (d) Risk Management: *contracted services*
 - (e) Policy Development, Revision, and Update Service: *no cost/supported via NEFEC (approx. value of \$5K per district for revision and annual update)*
 - (f) Printing Services: *discounted printing services*
 - (g) Educational Technology Services: *contracted services*
(student information, human resources, finance)
 - (h) Human Resources Management Network: *partially supported by NEFEC/contracted services*
 - (i) Public Relations/Web Services: *no cost / supported via NEFEC*
 - (j) Legislative Network Services: *partially supported by NEFEC funding/membership fee*
 - (k) Building Code Program: *contracted services*
 - (l) Information Technology: *contracted services*
 - (m) Virtual Instruction Program: *contracted services*
 - (n) Any other services or programs deemed necessary by the Board of Directors of the Consortium

Each school district shall have the option of participating in any or all of the above services and/or programs through individual contracts unless otherwise specified in this Resolution.

SECTION 2. That the Board agrees to accept the procedures adopted by the participating boards and agrees to be bound by any contracts and bids once they have been let or executed.

SECTION 3. That Board does hereby agree that the Educational Consortium shall be managed by an Executive Director and all policies will be set by the NEFEC Board of Directors, composed of the Superintendents (or equivalent position) of the participating school districts. All personnel employed by the District School Board of Putnam County (the host school district or district of record), on behalf of NEFEC, will be governed by the host school district school board's policies.

SECTION 4. NEFEC's business office and physical operation will be located in Putnam County, Florida.

SECTION 5. That the NEFEC Board of Directors shall determine the needed services, products and/or programs; establish the charge for services rendered by NEFEC to the Cooperating Boards or other School Boards availing themselves of the services offered by the NEFEC; set policies; recommend the establishment of positions and individuals for appointment to the district of record; and establish a uniform method for participating school districts to evaluate services and/or programs provided.

SECTION 6. That all procedures, contracts and bidding shall comply with all applicable State Laws, State Board of Education Rules, and policies of the District School Board wherein the business office of NEFEC is located.

SECTION 7. That the member school district shall pay a base assessment of \$2,725.00 plus \$1.85 per unweighted FTE, based on October, 2018, FTE enrollment figures, for the general operation of NEFEC, \$916.80 for Indirect Cost fees to be rebated to Putnam County District Schools, serving as Fiscal Agent, and a base assessment of \$3,500.00 for participation in the NEFEC Legislative Network Services Program.

SECTION 8. This resolution and the agreement set forth herein shall be in full force and effect for the 2019-2020 fiscal year, at which time this agreement shall become null and void, unless affirmative action by appropriate resolution is taken by each and all the school boards participating in the Educational Consortium.

SECTION 9. That this agreement between the cooperating school boards of the NEFEC, as set forth in this resolution, will be in operation and effective from July 1, 2019, by action of the various school boards named herein, and upon adoption by the Cooperating Boards joined together in NEFEC shall be binding from said date of July 1, 2019.

SECTION 10. The official name of the educational consortium is North East Florida Educational Consortium ("NEFEC") and has been in existence since July 1, 1976.

CONTRACTUAL AGREEMENT

731-20-051

The District School Board of Suwannee County

AND

**The District School Board of Putnam County on behalf of the
North East Florida Educational Consortium**

THIS CONTRACT between the District School Board of Suwannee County, herein referred to as the **BOARD**, and the District School Board of Putnam County on behalf of the North East Florida Educational Consortium, herein referred to as **NEFEC**, is for the purpose of: providing services and/or products that may not be otherwise available to the Board or provided with greater efficiency at less cost. Such services and/or products are more specifically described in subsequent contract attachments which, upon approval, become a part of this contract.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter stated, the above described parties covenant and agree as follows:

1. The above stated recital is true and correct and is incorporated herein by reference as a Contract term.
2. This contract shall begin on July 1, 2019. All work shall be completed by June 30, 2020, unless otherwise indicated in specific attachments.
3. No payment will be invoiced or paid for any work performed after June 30, 2020, unless otherwise indicated in specific attachments.
4. NEFEC shall be in compliance with the following:
 - (a) Title 42 United States Code Section 2000d (Section 601, Title VI, Civil Rights Act of 1964, as amended). NEFEC shall be in compliance with Sections 1011.62 and 1012.98 as amended by Florida Statutes and State Board Rules where applicable.
 - (b) Title 29 United States Code Section 794 (Section 504, Rehabilitation Act of 1973, as amended).
 - (c) Title 20 United States Code Section 1681 (Section 901, Title IX, Pub. L. 92-318, prohibiting discrimination on the basis of sex) unless NEFEC has been declared exempt or deferred from these provisions.

Performance by the Board of any of its obligations under this contract shall

be subject to NEFEC's compliance with such provisions.

5. The performance by the Board of any of its obligations under this contract shall be subject to and contingent upon the availability of monies lawfully applicable for such purposes. If the Board deems, at any time during the term of the contract, that monies lawfully applicable to any attachment to this contract shall not be available for the remainder of the term, the Board shall immediately so notify NEFEC by phone, fax or e-mail to be followed in writing no less than five (5) days after the determination, whereupon the obligations of the parties herein shall end upon the giving of such notice, and such attachments of this contract shall be considered as canceled by mutual consent as provided in Paragraph 6.
6. Upon Contract cancellation, only the costs actually accrued to the date of cancellation will be due and payable and all work completed and paid for prior to the effective date of the cancellation of the contract will become the property of the Board and will be turned over promptly by NEFEC. Any services(s) and/or product(s) reflected in the attachments to this contract may, in addition to the reason provided in paragraph 5, above, be canceled only by:
 - (a) mutual consent of both parties, or
 - (b) either party upon giving ninety (90) days written notice to the other, unless otherwise indicated in specific attachments.
7. Should NEFEC be unable to deliver as required in this contract, NEFEC may propose a contract amendment. There is no obligation on the part of the Board to concur in such a proposal or to accept late delivery of any product except and unless the failure to deliver is due to an "act of God" or "force majeure". An "act of God" or "force majeure" is defined as An "act of God" or "force majeure" is defined for purposes of this contract as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, insurrections and any other cause not reasonably within the control of NEFEC and which by the exercise of due diligence NEFEC is unable, wholly or in part, to prevent or overcome. Unless this contract is properly amended, in the event of non-delivery, all liability for payments for the product(s) by the Board shall expire on the day following the specified due date.

8. This contract may be changed or modified only by an amendment executed in the same manner as the original.
9. This is a flat fee contract. No amounts will be due, nor will there be any Board obligation, except for payments specified to be made, and then only if products are delivered on or before the date(s) specified or as may be amended pursuant to other provisions in this contract.
10. NEFEC shall provide to the Board written progress reports for each attachment to the contract as may be reasonably requested. Invoices shall be prepared for the amount due as specified in each attachment to the contract and delivered to the district administrator with appropriate reports and/or products. The district administrator will review each report and/or product and confirm to the finance officer over his/her signature on the invoice accompanying such progress and/or final reports that all obligations of NEFEC have been met pursuant to the contract and that payment should be made according to such invoices.
11. The Board agrees as follows:
 - (a) To cooperate in all matters requiring concurrences or approval.
 - (b) To designate in writing to NEFEC a district administrator to act for the Board in all matters pertaining to this contract up to and including all reports, drafts, products and invoices.
 - (c) To pay to NEFEC the amount indicated in each attachment for the product(s) and/or services(s) reflected therein. All payments are due in forty (40) days from the date on the invoice, in accordance to 215.422, Florida Statute. If payment is not made within ninety (90) days service(s) will be discontinued, unless brought to the NEFEC Board's attention for further action.
12. NEFEC agrees to provide the products(s) and/or services(s) as per each attachment to this contract.
13. Each Attachment to this Contract is incorporated by reference herein. Any additional Attachments, executed after the effective date of this Contract, shall be incorporated into this Contract. Said Attachments shall have a signature page and appropriate reference to this Contract.
14. If a conflict arises between the terms of any Attachment and this Contract, the terms of the Attachment shall control.

15. In cases whereby NEFEC receives federal grant dollars and disburses those funds to districts through cash advances and cost reimbursements, the following rules and regulations apply:

Subject to the receipt of these funds from the Florida Department of Education and/or the United States Department of Education, NEFEC agrees to compensate the Board, on a cost-reimbursable or cash advance basis. This decision is based upon the specific language in the federal project awarded to NEFEC.

16. This contract is subject to the Laws of the State of Florida, in particular, the below listed provisions found in Sections 287.058, 287.0582, and 215.422, Florida Statutes:

287.058

(1)

- a. All bills for fees or other compensation for services must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- b. All bills for any travel expenses must be submitted in accordance with Section 112.061, Florida Statutes.
- c. This contract may be unilaterally canceled by either party hereto if the other party refuses to allow public access to all documents, papers, letters, or other material subject to the provision of chapter 119, Florida Statutes, and made or received by such party in conjunction with this contract.

- (2) An authorized representative of the agency head and NEFEC, prior to the rendering of any contractual service, shall sign the written contract.

287.0582 - The State of Florida's performance obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

215.422 - Agencies have five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order or contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the date the invoice is received or the goods or services are received, inspected and approved, whichever is later, a separate interest penalty set by the Comptroller pursuant to Section 55.03, Florida Statutes will be due and payable in addition to the invoice amount. Payments to health care providers for hospitals, medical or other health care services shall be made not more than

thirty-five (35) days from the date eligibility for payment is determined. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

17. The parties recognize and agree NEFEC is a public entity and is therefore subject to the limitations of liability under the provisions of Sovereign Immunity. All provisions in this contract and any of its attachments or amendments shall be subject to the State of Florida law pertaining to Sovereign Immunity notwithstanding anything to the contrary contained in such documents.

18. **LIMITATION OF LIABILITY, WARRANTY, APPLICABLE LAW:**

NEFEC shall not be liable to the Board or any third party for any incidental, indirect, exemplary, special or consequential damages, under any circumstances, including, but not limited to, lost revenue or savings, loss of goodwill, or the loss of use of any data, even if NEFEC had been advised of, knew, or should have known, of the possibility thereof. Under no circumstances shall NEFEC's aggregate cumulative liability hereunder, whether in contract, tort, or otherwise, exceed the total amount of fees actually paid by the Board under this annual agreement. The Board acknowledges that the fees paid reflect the allocation of risk set forth in this agreement and that NEFEC would not enter into this agreement without these limitations on its liability.

All software and services are provided "as is" without any warranty whatsoever, including but not limited to any functionality. The Board recognizes that the "as is" clause of this agreement is an important part of the basis of this agreement, without which NEFEC would not have agreed to enter this agreement. Consortium disclaims all warranties, express, implied, or statutory, regarding the software and services, including any warranties of merchantability, fitness for a particular purpose, title, and non-infringement. No representation or other affirmation of fact regarding software and services shall be deemed a warranty for any purpose or give rise to any liability whatsoever. The Board acknowledges that they have relied on no warranties or statements other than as may be set forth herein. It is understood that this agreement includes a release of all known and unknown claims. To the extent permitted by law, NEFEC warrants that any works provided under the agreement do not violate the copyright rights of any third parties and assumes liability for any claims relating to copyright infringement.

This Agreement and any dispute arising hereunder shall be construed in accordance with the laws of the State of Florida without regard to principles of conflict of laws. For the purpose of this Agreement, the Board consents to the personal jurisdiction and venue of the state courts located in Palatka, Putnam County, Florida. If any provision of this Agreement is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof, and the unenforceable provision shall be automatically amended to so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Any waiver of a provision of this Agreement must be in writing and signed by the party to be charged. A valid waiver hereunder shall not be interpreted to be a waiver of that obligation in the future or any other obligation under this Agreement. Subject to the terms of valid attachments, this Agreement constitutes the entire agreement between the parties related to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties relating to the software and services and shall not be changed except by written agreement signed by an officer of NEFEC.

19. LEGAL RELATIONSHIPS

NEFEC is a regional consortium service organization formed in 1976 with all of the duties and responsibilities as outlined in F.S. 1001.451. The Putnam County School Board is the legal entity designated to act as the parent state agency for NEFEC with the power to enter into contracts for the use and benefit of all Consortium members and participating school boards.

The Board has elected to contract with NEFEC as its agent for the procurement of various services and /or products more specifically described in subsequent contract attachments, which, upon approval become a part of this contract. If any contract entered into by the Putnam County School Board on behalf of NEFEC for the use and benefit of a participating School Board needs to be enforced the parties agree that each member School Board will hire its own counsel and bear its own costs and fees in enforcing the terms of the contract unless a different agreement is reached between the parties.

ATTACHMENT #20-051-A1 TO CONTRACT # 731-20-051 BETWEEN THE SUWANNEE COUNTY DISTRICT SCHOOL BOARD, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM HEREIN REFERRED TO AS NEFEC, TO PROVIDE INSTRUCTIONAL SERVICES PROGRAMS JULY 1, 2019 TO JUNE 30, 2020:

I. OBLIGATIONS OF NEFEC:

The NEFEC Instructional Services Program agrees to provide the Suwannee County District School Board for a base fee of \$2,500, plus \$4.50 per FTE, based on the previous October enrollment figures, the following services:

- A. To coordinate the NEFEC Organization of Educational Leaders (NOEL) meetings. The meetings will provide district instructional administrative staff with opportunities for networking, sharing effective practices and Florida Department of Education updates.
- B. To coordinate networking meetings for district title directors and district data representatives.
- C. To provide regional technical assistance in the implementation of legislative mandates and Florida Department of Education initiatives such as accountability requirements, district reading requirements, safety and mental health, and the Every Student Succeeds Act (ESSA).
- D. To provide facilitation and coordination of the development of plans required by both Florida Statutes and the Florida Department of Education. -This includes the master inservice plan, professional development certification plan, endorsement plans, and leadership development plans.
- E. To provide regional grant writing and district grant support through template development. Grant writing assistance will include state, federal, and foundation proposals.
- F. To seek legislative funding for local initiatives as directed by the NOELs and/or NEFEC Board of Directors. These initiatives may include English/Language Arts, Leadership, Science, Technology, Engineering and Math (STEM), College & Career Readiness, and Educator Quality.
- G. To provide access to online educational resources through the NEFEC website, including data visualizations and professional learning registration system.
- H. To facilitate the implementation of a regional professional development certification program.
- I. To facilitate College and Career networking, including coordination of two counselor forums.
- J. To coordinate the textbook adoption process for core subject areas. Coordination includes an evaluation process, the coordination of vendors, compilation of data and distribution of data summaries.
- K. To provide regional clinical educator and mentor training.
- L. To provide online and regional face to face professional learning at a reduced rate.
- M. To coordinate and provide regional face to face professional development for new teachers.
- N. To provide access to professional learning through established partnerships.
- O. To facilitate and support the NEFEC Board of Directors Leadership Development Project (BODLDP).

II. OBLIGATIONS OF THE BOARD:

The Suwannee County District School Board agrees:

- A. To cooperate expeditiously in all matters requiring concurrence or approval in order that NEFEC will not be unduly delayed in performing contractual obligations.
- B. The Board designates Asst. Supt. Inst., a staff member of the Suwannee County District School Board, to act on behalf of the Board in all matters in connection with this Contract Attachment and approve all reports, drafts, and invoices.
- C. To participate in the NEFEC Organization of Educational Leaders (NOEL).
- D. To serve in an advisory capacity to NEFEC's Instructional Services Department
- E. To assist in planning, coordinating, and evaluating Instructional Services Program functions.
- F. To pay to NEFEC \$28,802.50 which represents a base fee of \$2,500, plus \$4.50 per FTE, based on the previous October enrollment figures. Payments will be due on a semester basis. One-half of the total amount will be invoiced following the signing of this Contract; the remaining amount will be invoiced in January 2020.

ATTACHMENT #20-051-A6 TO CONTRACT #731-20-051 BETWEEN THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE LESSEE, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY, ON BEHALF OF NEFEC, HEREIN REFERRED TO AS THE LESSOR, FOR THE LEASE-PURCHASE OF ENTERPRISE RESOURCE SOFTWARE PURSUANT TO F.S.1011.71 (2) (d).

This ENTERPRISE RESOURCE SOFTWARE LEASE-PURCHASE AGREEMENT is entered into, by and between the Lessor and the Lessee, to lease its Enterprise Resource Software Product(s) set forth in Section IX of this contract attachment. Effective July 1, 2019, upon the terms and conditions hereinafter set forth, for the consideration stated herein.

I. TERMS AND CONDITIONS

Lessor leases to Lessee and Lessee hereby hires and takes from Lessor the personal property consisting of certain proprietary computer software as set forth in Section IX of this contract attachment which shall include all replacement parts, additions, upgrades and maintenance (hereinafter referred to as the "Software").

II. LIMITED WARRANTY

Lessor makes no warranties (express, implied or statutory) with respect to the Software and the accompanying written materials including, but not limited to, any implied warranties or merchantability or fitness for a particular purpose. In no event will Lessor be liable to Lessee for any direct or indirect damages including loss of profits, lost savings, loss of data, or other special incidental or consequential damages arising out of Lessee's use of or inability to use the Software. In no event, will Lessor's liability exceed the amount of the lease payments charged.

III. TERM

The original term of this Lease-Purchase shall commence on July 1, 2017 and shall terminate June 30, 2022.

IV. NON-APPROPRIATION

In the event the Lessee is not granted funds in future fiscal years for the Software subject to the Agreement or for Software which is functionally similar to the Software and operating funds are not otherwise available to the Lessee to pay the Lease due under the Agreement, and there is no other legal procedure of available funds by or with which payments can be made to the Lessor, and the appropriation did not result from an act or omission by the Lessee, the Lessee shall have the right to terminate the Agreement on the last day of the fiscal period for which appropriation were received. At least thirty (30) days prior to the end of the Lessee's fiscal year, the Lessee's legal counsel shall certify in writing that (a) funds have not been appropriated for the next fiscal year; (b) such non-appropriation did not result from any act or failure to act by the Lessee; and (c) the Lessee has exhausted all funds legally available for payment of the Lease.

V. INDEMNITY

Lessee shall indemnify and hold Lessor harmless of and from any and all claims, losses, liabilities (including negligence, tort and strict liability), damages, judgments, suits or legal proceedings, including court costs, expenses and reasonable attorney's fees, related to the use of the Software, provided however that Lessor shall indemnify and hold Lessee harmless to the same degree expressed herein from any claim that Lessee's use of the software violates the intellectual property rights of another.

VI. TITLE

All of the Software shall remain personal property and the title thereto shall remain with the Lessor for the term of this Lease-Purchase agreement. Lessee shall keep the Software free from any and all judgments, liens and encumbrances. Lessee shall give Lessor immediate notice of the attachment or other judicial process, lien or encumbrance affecting the Software and shall indemnify and save Lessor harmless of and from any loss or damage caused thereby. At the conclusion of this agreement Lessor agrees to grant title of Skyward Enterprise Resource Software to Lessee.

VII. EARLY TERMINATION

In the event Lessee desires to terminate this agreement prior to June 30, 2022, for any reason other than non-appropriation as defined in Section IV of the agreement, Lessee must give notice of one fiscal year to Lessor of their intentions to terminate. Lessee will be responsible for all remaining financial obligations as illustrated in Exhibit A.

VIII. CONFIDENTIALITY

To the extent allowed by Florida law, during the course of this Agreement, either party may have or may be provided access to the other's proprietary items or confidential information ("Confidential Information"). Each party agrees to maintain the confidentiality of the other's Confidential Information in accordance with this provision and any separate nondisclosure agreement that expressly references the disclosure(s) between Lessor and Lessee. At a minimum, each party agrees that it shall not make the other's Confidential Information available to any third party without the written consent of the other and that title and ownership of the Confidential Information provided by one party to the other shall remain the exclusive property of that party who has the right to possess the Confidential Information.

IX. OBLIGATIONS OF THE LESSOR

The Lessor hereby agrees:

- A. To procure, install, test and implement the Skyward fully integrated Finance, Human Resource and Payroll enterprise resource software system.
- B. To provide hosting capabilities that support the Skyward fully integrated Finance, Human Resource and Payroll software system.
- C. To ensure Skyward enterprise resource software system is capable of complying with all existing State mandated reporting requirements of school districts.
- D. Provide customized reports and visualization of Skyward data via the Skyward database or the Ed-Fi Operational Data Store (FLCODE ODS).
- E. To provide hardware and infrastructure necessary to store Board data, provide access to such data on demand and successfully execute the data functions of the school district in accordance with Exhibit A - ETS Service Level Agreement.

- F. To provide disaster recovery measures which include:
 - 1. Active replication of district's data files from host to off-site Disaster Recovery site
 - 2. Daily, weekly and monthly backups
 - 3. Failover to redundant telecommunication link in the event primary circuit fails, and
 - 4. Conducting an annual test of Disaster Recovery procedure to ensure at a minimum that a payroll cycle can be successfully completed using the off-site Disaster Recovery equipment and files.
- G. To accept the responsibility of being the custodian of the Board's data and to make every effort to protect and secure the data from unauthorized access.
- H. To conduct quarterly planning meetings with the ETS Advisory Council and develop an annual plan and budget for their review and approval.
- I. To aid and assist member districts in the planning and procurement of hardware to be attached to the NEFEC Educational Technology Services Operations Center.
- J. To provide professional technical staff as approved by the Advisory Council.
- K. To respond on a timely basis to the requests of the member districts and the priorities established through the user committees.
- L. To plan for and provide system support software to meet the needs of the member districts.
- M. To provide technical support to the district MIS Departments.
- N. To provide a User Help Desk Service.
- O. To plan for and provide application software as approved by the Advisory Council to meet the needs of the member districts.

X. OBLIGATIONS OF THE LESSEE

The Lessee hereby agrees:

- A. To pay the following annual district assessment:
 - 1. Educational Technology Services Fee - \$79,295 (FTE cost based on October 2017 enrollment figures The amount includes a \$51,839 base fee plus a graduated rate assessment of \$35.94 for FTE less than 5,000, \$34.14 for FTE between 5,000-9,999, and \$32.34 for FTE greater than 10,000.
- B. To pay the scheduled SY2019-20 lease-purchase amount of \$18,037 and annual license fee (ALF) of \$13,211, as outlined in the payment schedule for Skyward enterprise resource software. The SY2019-20 lease-purchase amount includes fees for a fully integrated Finance, Human Resource and Payroll enterprise resource software system and associated training, data migration, and staff support.
- C. The Lessor will invoice the Board on July 1 and January 1 of the fiscal year. Payment will be due within 40 days of receiving the invoice.
- D. To cooperate expeditiously in all matters requiring concurrence or approval in order that the Lessor will not be unduly delayed in performing contractual obligations.
- E. To appoint a security officer to control access privileges to the Board's data.

XI. MODIFICATION OF ATTACHMENT

This lease agreement is incorporated into and subject to all terms and conditions of the master contractual agreement. This agreement may be amended only by an agreement executed in the same manner as the original.

ETS Service Level Agreement (Exhibit A)

This Service Level Agreement sets forth the provisions for management and hosting of district data.

1. **Services.** NEFEC shall provide the following services each year:
 - a. Hosting of Skyward Enterprise Resource software and third party software solutions on NEFEC resources, secured behind the NEFEC firewall; and
 - b. Data security management services to ensure participating districts have secure access to their data ; and
 - c. Responsible as the custodian of the district data and to make every effort to protect and secure the data from unauthorized access; and
 - d. Routine maintenance of all infrastructure components in accordance with industry standards; and
 - e. Routine backups of hosted applications and data for purposes of archiving and allowing for recovery in the event of catastrophic failure. Backup data retention protocols are documented in the ETS Disaster/Recovery plan.
2. **Confidentiality.** NEFEC acknowledges and agrees that the algorithms and other materials comprising of Skyward Enterprise Resource software and hosted third party software are Confidential Information.
3. **Uptime Service Level Requirement.** NEFEC shall exercise a best-effort approach to service availability and shall strive to provide an industry standard ninety-nine and 90/100 percent (99.9%) Product Uptime. NEFEC guarantees a ninety-eight and one half percent (98.5%) Product Uptime, excluding scheduled maintenance. NEFEC shall provide districts with its current maintenance schedule as indicated on the NEFEC Educational Technology Services webpage, and will notify districts if that schedule changes. Furthermore, NEFEC shall not be held financially responsible in the event of an unscheduled service/Product availability outage due to an unexpected systems failure, natural disaster or software fault unrelated to the host server.

System Maintenance Schedule:

Day of Week	Time	System Availability	Skyward Update Activity
Mon - Fri	4:00pm - 6:00pm	Possible performance slowdown	RMAs, Addendums
Saturday	6:00pm - 10:00pm	Limited system availability	
Tue, Thu, Sat	10:00pm - 11:00pm	System may not be available	Reboot of servers
Every 3rd Saturday	6:00pm - 2:00am	System may not be available	Releases

4. **Effect of Termination.** In the event of the expiration or termination of this Agreement for any reason, NEFEC shall take such action as is reasonably requested by the district in connection with the relocation of the data to a new hosting service.

Exhibit B

SUWANNEE 5 YEAR PAYMENT SCHEDULE FOR SKYWARD SOFTWARE PURCHASE											
	TOTAL OBLIGATION Over 5 Yr Implementation	Business (Implemented in January 2018) 2017-18	BALANCE Remaining	Year 2 2018-19	BALANCE Remaining	Year 3 2019-20	BALANCE Remaining	Year 4 2020-21	BALANCE Remaining	Year 5 2021-22	BALANCE Remaining
Term of Software Purchase(YRS)	5										
Skyward: Business	\$ 58,741	\$ 14,103	\$ 44,638	\$ 14,103	\$ 30,535	\$10,178.50	\$20,356.50	\$10,178.25	\$10,178.25	\$10,178.25	\$ -
Skyward: Conversion Cost Business	\$ 21,456	\$ 4,331	\$ 17,125	\$ 4,331	\$ 12,794	\$ 4,265	\$8,529	\$ 4,265	\$ 4,264	\$ 4,264	\$ -
Skyward: System wide services and software	\$ 17,965	\$ 3,593	\$ 14,372	\$ 3,593	\$ 10,779	\$ 3,593	\$ 7,186	\$ 3,593	\$ 3,593	\$ 3,593	\$ -
* sub-total Skyward Cost	\$ 98,162	\$ 22,027	\$ 76,135	\$ 22,027	\$ 54,108	\$18,036.50	\$36,071.50	\$18,036.25	\$18,035.25	\$18,035.25	\$ -
NEFEC ETS Fees (Projection based on SY2019-20)	\$ 357,602	\$ 39,250		\$ 80,467		\$ 79,295		\$ 79,295		\$ 79,295	
Skyward: ALF	\$ 74,046	\$ 9,909		\$ 19,810		\$ 13,211		\$ 15,268		\$ 15,848	
*** Total	\$ 529,810	\$ 71,186		\$122,304		\$110,542.50		\$112,599.25		\$113,178.25	

Total Obligation includes:

- All Skyward Software Costs
- Purchase
- Installation
- Training (including travel)
- Annual License Fees
- Conversion Cost

Assumptions:

NEFEC ETS cost approved annually by Advisory Council and subject to reductions or increases based on district needs.

ATTACHMENT # 20-051-A27 TO CONTRACT # 731-20-051 BETWEEN THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS NEFEC, FOR THE SERVICES OF A BUILDING CODE ADMINISTRATOR.

This contract period shall be from July 1, 2019, to June 30, 2020, unless otherwise amended/extended by mutual agreement.

I. OBLIGATIONS OF NEFEC:

NEFEC hereby agrees to the following:

- A. To employ a Building Code Administrator in accordance with the procedures established by the BCA Advisory Committee. The individual will report to each of the district contacts as well as NEFEC's Associate Executive Director.
- B. To issue all permits required by the Florida Building Code and State Statue 1013.38 (School Boards to ensure that facilities comply with building codes and life safety codes).
- C. Permits issued will cover any new construction, remodeling, and renovations of any facilities and the repair, removal, enlargement, alteration, conversion or replacement of any electrical, gas, mechanical or plumbing systems.
- D. To review and approve plans, and construction documents to be permitted and coordinate plan review with the appropriate fire safety inspector.
- E. To inspect all phases of the construction project for the required inspections and visit the job site to coordinate the construction process.
- F. To meet with contractors, architects, and engineers on preconstruction planning and during the construction project.
- G. To issue an annual maintenance permit as required by State Statue 553.80(6) (d) and SREF.
- H. To review district annual facility maintenance permit work orders for compliance with the State Statues, State Requirements for Educational Facilities (SREF), Florida Building Code and the Florida Fire Prevention code.
- I. To perform code compliance inspections for work orders that fall under the annual facility maintenance permit. This includes any alterations to existing electrical, gas, mechanical, plumbing systems. Any emergency repairs, minor renovations, and minor remodeling as long as the projects do not exceed \$200,000.00 per project.
- J. To issue day labor project permits for any construction projects estimated to cost \$200,000.00 or less and perform code compliance inspections.
- K. To provide training and updates for the Florida Building Code and the State Requirements for Educational Facilities (SREF) for maintenance personnel.
- L. To perform annual inspections for all portable classrooms as required by SREF and the Florida Building Code.

II. OBLIGATIONS OF THE BOARD:

The Board hereby agrees:

- A. To cooperate expeditiously in all matters requiring concurrence or approval in order that NEFEC will not be unduly delayed in performing contractual obligations.
- B. To designate Dir. of Facilities, a staff member of the Suwannee County District Schools, to act on behalf of the Board in all matters in connection with this contract attachment and approve all reports, drafts and invoices.
- C. To provide temporary office space as needed by staff.
- D. To pay NEFEC \$26,490.12, which is a proportionate share of the agreed upon budget for FY 2019-2020. Participating districts include Baker, Gilchrist, Hamilton, Levy, Suwannee and Union Counties.
- E. That participation in this program shall be on the annual option renewal. In the event of withdrawal from this program, the Board shall provide a sixty (60) day written notice of intent to withdraw and subsequently withdraw at fiscal year end June 30, 2020.

That this contractual attachment is incorporated into and subject to all terms and conditions of the master contractual agreement.

ATTACHMENT #20-051-A43 TO CONTRACT #731-20-051 BETWEEN THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS NEFEC, TO PROVIDE HUMAN RESOURCE MANAGEMENT NETWORK SERVICES AND RELATED SUPPORT SERVICES:

This contract period shall be from July 1, 2019 to June 30, 2020, unless otherwise amended/extended by mutual agreement.

I. OBLIGATIONS OF NEFEC:

NEFEC agrees to the following:

- A. Assist Human Resources Management Network members in streamlining their Human Capital Management Systems.
- B. Facilitate networking and sharing of best practices in school district Human Resources.
- C. Assist districts in planning and coordinating targeted professional development for Human Resource Management Network members.
- D. Collaborate and inform members of the Human Resource Management Network on all matters related to innovative recruitment and retention initiatives/strategies.
- E. Provide training and support for implementation of Skyward Fast Track.
- F. Assist participating districts in developing recruitment programs, budgets, brochures, and other related materials.
- G. Target specific universities and teaching colleges within Florida and out-of-state (if applicable) for recruitment visits (includes registration fees for respective career fairs).
- H. Coordinate with district staff to plan a recruitment event for the Northeast Florida region.
- I. Work with districts and NEFEC staff to implement comprehensive induction programs that include mentoring, staffing high need/critical areas, alternative certification options and community involvement in welcoming and supporting new teachers.
- J. Work with districts on grow your own teacher initiatives (including Future Educator Clubs).
- K. Serve as a liaison with the Florida Department of Education's Recruitment and Retention Office and work to secure support for NEFEC recruitment initiatives.
- L. Assist districts with the use of Human Capital Management System data.

II. OBLIGATIONS OF THE BOARD:

The Board agrees:

- A. To designate the following district staff member Dir. of H.R., to act as the Human Resource Management Network contact.
- B. To pay the Contractor a fee of \$5,057.70 based on \$.66/FTE (FTE figures based on 2018-2019 FEFP Third Calculation enrollment of 5,845) plus \$1,200.00 base fee. NEFEC will invoice the Board upon receipt of this properly signed contract. Payment will be due within thirty (30) days of receiving the invoice.
- C. To cooperate expeditiously in all matters requiring concurrence or approval in order that NEFEC will not be unduly delayed in performing contractual obligations.
- D. This contractual attachment is incorporated into and subject to all terms and conditions of the master contractual agreement.

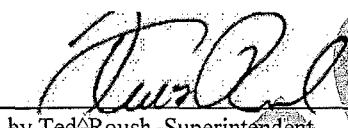
North East Florida Educational Consortium ~~2018-2019~~ 2019-2020 Membership

This signature page is incorporated into and subject to all terms and conditions of the master contractual agreement between the District School Board of Suwannee County and the District School Board of Putnam County on behalf of the North East Florida Educational Consortium.


Suwannee County District Schools is participating in the following programs for ~~2018-2019~~ 2019-2020:

Program:	Fee:
NEFEC Membership: Resolution Main Contract #731- 19-051 -20-051	\$18,159.50 <u>\$17,955.05</u>
Instructional Services Program (ISP) - #19-051- A120-051-A1	\$2,500.00 base + \$4.50 per FTE = \$29,221.00 <u>\$28,802.50</u>
Educational Technology Services - #19-051-A620- 051-A6	Education Technology Serv. Fee = \$80,467.00 SY2018-19 79,295.00 SY2019-20 Lease Purchase = \$22,028.00 <u>18,037.00</u> Skyward Annual License Fee = \$19,810.00 <u>13,211.00</u>
Building Code Inspection - #19-051-A2720-051- A27	\$26,952.31 <u>\$26,490.12</u>
Human Resources Management Network - #19- 051-A4320-051-A43	\$5,119.08 <u>\$5,057.70</u>

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, set their hands and seal on this the _____, day of _____, 2018.


by Ted Roush, Superintendent.

Dated: JUN 26 2018



District School Board of Suwannee County

Dated: sjllUg _____

APPROVED AND

RECOMMENDED FOR SIGNING District School Board of Suwannee County

District School

Board of ~~Putnam~~ Putnam County



by Ted Roush, Superintendent Dated: _____

by Ed daSilva, Chairperson

Dated: S (1⁰)

Dated: _____ by Richard M. Surrency, Sr. Ed.D., ^Superintendent

dmALn

by Sandra Gilyard, Chairperson

Mill

North East Florida Educational Consortium

Patrick J. Wick

by Dr. Patrick J. Wick, Executive Director

5/21/19

Dated:

Dated: S^+ H+?

by Dr. Patrick J. Wnart Executive Director
 "Approved
 table
 BY and Sufficiency Date (//: 9 //y //g

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

RESOLUTION

A RESOLUTION OF THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA, ADOPTING A PLAN FOR COOPERATING WITH SCHOOL BOARDS OF OTHER DISTRICTS IN THIS STATE AND ESTABLISHING A PROCEDURE AND CONDITIONS FOR SUCH OPERATION OF AN EDUCATIONAL CONSORTIUM, AND CONTRACT FOR THE PURCHASE OF CERTAIN MATERIALS, SUPPLIES, EQUIPMENT, AND SERVICES TO BE USED OR PERFORMED IN RESPECTIVE SCHOOL SYSTEMS.

WHEREAS, the District School Board of Suwannee County, Florida, hereafter referred to as the Board, has the power and the duty among other responsibilities to cooperate with other agencies in joint projects, programs and services through participation in an Educational Consortium, when it is in the best interest of the educational system and the taxpayers of Suwannee County and for the best interest of the educational system and the school children in meeting the school districts needs, and

WHEREAS, it is necessary to adopt plans for cooperating with school boards of other districts in this State, and in order to initiate this cooperation and these plans it is necessary that the Consortium be initiated by resolutions spread upon the minutes of each school board concerned, and

WHEREAS, the school boards of applying counties accepted by the boards including Baker, Bradford, Columbia, Dixie, Flagler, Gilchrist, Hamilton, Lafayette, Levy, Nassau, Putnam, Suwannee and Union Counties, P.K. Yonge Developmental Research School, and the Florida School for the Deaf and the Blind, plus any other who adopts a like resolution, agree to participate and are approved as a member by the Board of Directors, hereinafter called the Cooperating Boards, have expressed a desire to enter into a collaboration of separate public entities (which is not a partnership, and in which none of the collaborating institutions may incur debt on behalf of any of the others or bind any of the others in contract, and which collaboration is a consortium

called the "Consortium" or "North East Florida Educational Consortium "NEFEC"") through which the participating counties may jointly perform, bid, contract for, and purchase certain materials, supplies, equipment, and services to be used in respective school systems and operate programs as authorized and permitted by law and State Board of Education Rules including, but not limited to, those listed in Section I of this resolution. The Superintendents of each of the collaborating school boards shall serve as a member of the Board of Directors of NEFEC.

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NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA, IN A REGULAR SESSION ON 2018 July 2019, AT THE SUWANNEE COUNTY SCHOOL ADMINISTRATION BUILDING, Live Oak _____, FLORIDA, AS FOLLOWS:

SECTION 1. That the District School Board of Suwannee County, Florida, ("Board") does hereby determine that it is in the best interest of the taxpayers and students of Suwannee County to cooperate with other counties in the operation of an educational consortium, known as the North East Florida Educational Consortium (NEFEC) which shall include, but not be limited to bidding, contracting, and purchasing arrangements pursuant to a plan to implement the following services and/or programs:

- (a) Grants (federal, state, and private): pursuant to eligibility
 - FDLRS (Florida Diagnostic and Learning Resources System): *no cost / grant funded*
 - TIF SEEC: *no cost / grant funded*
 - FDLRS Statewide Administration Project: *no cost / grant funded*
 - Institute for Small and Rural Districts: *no cost / grant funded*
 - Title IV Part A: no cost/grantfunded
- (b) Instructional Services Program: *contracted services*
 - Opportunity to participate in any grant written in FY ~~18-19~~ 19-20: *pursuant to eligibility requirements.*
 - Master Inservice Plan Development, including endorsement and add-on certification.
 - Leadership Plan Development
 - Professional Development Certification Program
 - Textbook adoption for core areas
 - grant writing support
 - NOEL initiatives
 - technical and implementation assistance for legislative mandates
 - College and Career Readiness Initiative
 - Principal Leadership Academy: *per participant fee*
 - Aspiring Leaders Program: *per participant fee*
 - ~~Inter-rater Reliability~~ Master Scheduling Training: *per participant fee*
 - E-Learning professional development: *per participant fee - discounted rate*
 - Florida Standards professional development

- Literacy professional development
- Clinical Educator professional development
- BODLDP (Board of Directors Leadership Development Program)

- (c) Student Testing: *contracted services*
- (d) Risk Management: *contracted services*
- (e) Policy Development, Revision, and Update Service: *no cost/supported via NEFEC*
(approx. value of \$5K per district for revision and annual update)
- (f) Printing Services: *discounted printing services*
- (g) Educational Technology Services: *contracted services* (student information, human resources, finance)
- (h) Human Resources Management Network: *partially supported by NEFEC/*
contracted services
- (i) Public Relations/Web Services: *no cost /supported via NEFEC*
- (j) Legislative Network Services: *partially supported by NEFEC funding/membership fee*
- (k) Building Code Program: *contracted services*
- (l) Information Technology: *contracted services*
- (m) Virtual Instruction Program: *contracted services*
- (n) Any other services or programs deemed necessary by the Board of Directors of the Consortium

Each school district shall have the option of participating in any or all of the above services and/or programs through individual contracts unless otherwise specified in this Resolution.

SECTION 2. That the Board agrees to accept the procedures adopted by the participating boards and agrees to be bound by any contracts and bids once they have been let or executed.

SECTION 3. That the District School Board of Suwannee County, Florida, does hereby agree that the Educational Consortium shall be managed by an Executive Director and all policies will be set by the NEFEC Board of Directors, composed of the Superintendents (or equivalent position) of the participating school districts. All personnel employed by the District School Board of Putnam County (the host school district or district of record), on behalf of the Educational Consortium NEFEC, will be governed by the host school district school board's policies.

SECTION 4. That Educational Consortium NEFEC's business office and physical operation will be located in Putnam County, Florida.

SECTION 5. That ~~the NEFEC~~ Board of Directors shall determine the needed services, products and/or programs; establish the charge for services rendered by ~~the Educational Consortium-NEFEC~~ to the Cooperating Boards or other School Boards availing themselves of the services offered by the ~~Educational Consortium-NEFEC~~; set policies; recommend the establishment of positions and individuals for appointment to the district of record; and establish a uniform method for participating school districts to evaluate services and/or programs provided.

SECTION 6. That all procedures, contracts and bidding shall comply with all applicable State Laws, State Board of Education Rules, and policies of the District School Board wherein the business office of ~~the Educational Consortium-NEFEC~~ is located.

SECTION 7. That the member school district shall pay a base assessment of \$2,725.00 plus \$1.85 per unweighted PTEFTE, based on October, 2017~~2018~~, PTE-FTE enrollment figures, for the general operation of the Consortium, \$949.20 ~~NEFEC~~, \$916.80 for Indirect Cost fees to be rebated to Putnam County District Schools, serving as ~~Piscal~~ Fiscal Agent, and a base assessment of \$3,500.00 for participation in the ~~NEPEC-NEFEC~~ Legislative Network Services Program.

SECTION 8. This resolution and the agreement set forth herein shall be in full force and effect for the 2018-2019~~2019-2020~~ fiscal year, at which time this agreement shall become null and void, unless affirmative action by appropriate resolution is taken by each and all the school boards participating in the Educational Consortium.

SECTION 9. That this agreement between the cooperating school boards of the ~~Educational Consortium-NEFEC~~, as set forth in this resolution, will be in operation and effective from July 1, 2018~~2019~~, by action of the various school boards named herein, and upon adoption by the Cooperating Boards joined together in this Consortium ~~NEFEC~~ shall be binding from said date of July 1, 2018~~2019~~.

SECTION 10. The official name of the ~~Educational Consortium~~ educational consortium is North East Florida Educational Consortium ("~~NEFEC~~") and has been in existence since July 1, 1976.

CONTRACTUAL AGREEMENT ~~731-19-051~~731-20-051**The District School Board of Suwannee County AND
The District School Board of Putnam County on behalf of the North East Florida Educational
Consortium**

THIS CONTRACT between the District School Board of Suwannee County, herein referred to as the **BOARD**, and the District School Board of Putnam County on behalf of the North East Florida Educational Consortium, herein referred to as the ~~CONSORTIUM~~NEFEC, is for the purpose of: providing services and/or products that may not be otherwise available to the Board or provided with greater efficiency at less cost. Such services and/or products are more specifically described in subsequent contract attachments which, upon approval, become a part of this contract.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter stated, the above described parties covenant and agree as follows;

1. The above stated recital is true and correct and is incorporated herein by reference as a Contract term.
2. This contract shall begin on July 1, ~~2018~~2019. All work shall be completed by June 30, ~~2019~~2020, unless otherwise indicated in specific attachments.
3. No payment will be invoiced or paid for any work ~~performed~~performed after June 30, ~~2019~~2020, unless otherwise indicated in specific attachments.
4. ~~The Consortium~~NEFEC shall be in compliance with the following;
 - (a) Title 42 United States Code Section 2000d (Section 601, Title VI, Civil Rights Act of 1964, as amended). ~~The Consortium~~NEFEC shall be in compliance with Sections 1011.62 and 1012.98 as amended by Florida Statutes and State Board Rules where applicable.
 - (b) Title 29 United States Code Section 794 (Section 504, Rehabilitation Act of 1973, as amended).
 - (c) Title 20 United States Code Section 1681 (Section 901, Title IX, Pub. L. 92-318, prohibiting discrimination on the basis of sex) unless ~~the Consortium~~NEFEC has been declared exempt or deferred from these provisions.

Performance by the Board of any of its obligations under this contract shall

be subject to ~~the Consortium's~~ NEFEC's compliance with such provisions.

5. The performance by the Board of any of its obligations under this contract shall be subject to and contingent upon the availability of monies lawfully applicable for such purposes. If the Board deems, at any time during the term of the contract, that monies lawfully applicable to any attachment to this contract shall not be available for the remainder of the term, the Board shall immediately so notify ~~the Consortium~~ NEFEC by phone, fax or e-mail to be followed in writing no less than five (5) days after the determination, whereupon the obligations of the parties herein shall end upon the giving of such notice, and such attachments of this contract shall be considered as canceled by mutual consent as provided in Paragraph 6.
6. Upon Contract cancellation, only the costs actually accrued to the date of cancellation will be due and payable and all work completed and paid for prior to the effective date of the cancellation of the contract will become the property of the Board and will be turned over promptly by the ~~Consortium~~ NEFEC. Any services(s) and/or product(s) reflected in the attachments to this contract may, in addition to the reason provided in paragraph 5, above, be canceled only by:
- (a) mutual consent of both parties, or
 - (b) either party upon giving ninety (90) days written notice to the other, unless otherwise indicated in specific attachments.

~~properly amended, in the event of non-delivery, all liability for payments for the product(s) by the Board shall expire on the day following the specified due date.~~

7. Should ~~the Consortium~~ NEFEC be unable to deliver as required in this contract, ~~the Consortium~~ NEFEC may propose a contract amendment. There is no obligation on the part of the Board to concur in such a proposal or to accept late delivery of any product except and unless the failure to deliver is due to an "act of God" or "force majeure". An "act of God" or "force majeure" is defined as An "act of God" or "force majeure" is defined for purposes of this contract as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, insurrections and any other cause not reasonably within the control of ~~the Consortium~~ NEFEC and which by the exercise of due diligence ~~the Consortium~~ NEFEC is unable, wholly or in part, to prevent or overcome. Unless this contract is properly amended, in the event

of nondelivery, all liability for payments for the product(s) by the Board shall expire on the day following the specified due date.

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8. This contract may be changed or modified only by an amendment executed in the same manner as the original.
9. This is a flat fee contract. No amounts will be due, nor will there be any Board obligation, except for payments specified to be made, and then only if products are delivered on or before the date(s) specified or as may be amended pursuant to other provisions in this contract.
10. ~~The Consortium~~ NEFEC shall provide to the Board written progress reports for each attachment to the contract as may be reasonably requested. Invoices shall be prepared for the amount due as specified in each attachment to the contract and delivered to the district administrator with appropriate reports and/or products. The district administrator will review each report and/or product and confirm to the finance officer over his/her signature on the invoice accompanying such progress and/or final reports that all obligations of ~~the Consortium~~ NEFEC have been met pursuant to the contract and that payment should be made according to such invoices.
11. The Board agrees as follows:
 - (a) To cooperate in all matters requiring concurrences or approval.
 - (b) To designate in writing to ~~the Consortium~~ NEFEC a district administrator to act for the Board in all matters pertaining to this contract up to and including all reports, drafts, products and invoices.
 - (c) To pay to ~~the Consortium~~ NEFEC the amount indicated in each attachment for the product(s) and/or services(s) reflected therein. All payments are due in forty (40) days from the date on the invoice, in accordance to 215.422, Florida Statue. If payment is not made within ninety (90) days service(s) will be discontinued, unless brought to the NEFEC Board's attention for further action.
12. ~~The Consortium~~ NEFEC agrees to provide the products(s) and/or services(s) as per each attachment to this contract.
13. Each Attachment to this Contract is incorporated by reference herein. Any additional Attachments, executed after the effective date of this Contract, shall be incorporated into this Contract. Said Attachments shall have a signature page and appropriate reference to this Contract.
14. If a conflict arises between the terms of any Attachment and this Contract, the terms of the Attachment shall control.

15. In cases whereby ~~the North East Florida Educational Consortium~~ NEFEC receives federal grant dollars and disburses those funds to districts through cash advances and cost reimbursements, the following rules and regulations apply;

Subject to the receipt of these funds from the Florida Department of Education and/or the United States Department of Education, ~~the Consortium~~ NEFEC agrees to compensate the Board, on a ~~cost~~ cost-reimbursable or cash advance basis. This decision is based upon the specific language in the federal project awarded to ~~the Consortium~~ NEFEC.

16. This contract is subject to the Laws of the State of Florida, in particular, the below listed provisions found in Sections 287.058, 287.0582, and 215.422, Florida Statutes:

287.058

(40)

- a. All bills for fees or other compensation for services must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- b. All bills for any travel expenses must be submitted in accordance with Section 112.061, Florida Statutes.
- c. This contract may be unilaterally canceled by either party hereto if the other party refuses to allow public access to all documents, papers, letters, or other material subject to the provision of chapter 119, Florida Statutes, and made or received by such party in conjunction with this contract.

(2) An authorized representative of the agency head and ~~the Consortium~~ NEFEC, prior to the rendering

of any contractual service, shall sign the written contract.

287.0582 - The State of Florida's ~~performance~~ performance obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

215.422 - Agencies have five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order or contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the date the invoice is received or the goods or services are received, inspected and approved, whichever is later, a separate interest penalty set by the Comptroller pursuant to Section 55.03, Florida Statutes will be due and

payable in addition to the invoice amount. Payments to health care providers for hospitals, medical or other health care services shall be made not more than

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thirty-five (35) days from the date eligibility for payment is determined. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

17. The parties recognize and agree ~~the Consortium~~ NEFEC is a public entity and is therefore subject to the limitations of liability under the provisions of Sovereign Immunity. All provisions in this contract and any of its attachments or amendments shall be subject to the State of Florida law pertaining to Sovereign Immunity notwithstanding anything to the contrary contained in such documents.

18. LIMITATION OF LIABILITY, WARRANTY, ~~APPLICABLE~~ APPLICABLE LAW:

~~The Consortium~~ NEFEC shall not be liable to the Board or any third party for any incidental, indirect, exemplary, special or consequential damages, under any circumstances, including, but not limited to, lost revenue or savings, loss of goodwill, or the loss of use of any data, even if ~~the Consortium~~ NEFEC had been advised of, knew, or should have known, of the possibility thereof. Under no circumstances shall ~~the Consortium's~~ NEFEC's aggregate cumulative liability hereunder, whether in contract, tort, or otherwise, exceed the total amount of fees actually paid by the Board under this annual agreement. The Board acknowledges that the fees paid reflect the allocation of risk set forth in this agreement and that ~~the Consortium~~ NEFEC would not enter into this agreement without these limitations on its liability.

All software and services are provided "as is" without any warranty whatsoever, including but not limited to any functionality. The Board recognizes that the "as is" clause of this agreement is an important part of the basis of this agreement, without which ~~the Consortium~~ NEFEC would not have agreed to enter this agreement. Consortium disclaims all warranties, express, implied, or statutory, regarding the software and services, including any warranties of merchantability, fitness for a particular purpose, title, and non-infringement. No representation or other affirmation of fact regarding software and services shall be deemed a warranty for any purpose or give rise to any liability whatsoever. The Board acknowledges that they have relied on no warranties or statements other than as may be set forth herein. It is understood that this agreement includes a release of all known and unknown claims. To the extent permitted by law, ~~the Consortium~~ NEFEC warrants that any works provided under the agreement do not violate the copyright rights of any third parties and assumes liability for any claims relating to copyright infringement.

This Agreement and any dispute arising hereunder shall be construed in accordance with the laws of the State of Florida without regard to principles of conflict of laws. For the purpose of this Agreement, the Board consents to the personal jurisdiction and venue of the state courts located in Palatka, Putnam County, Florida. If any provision of this Agreement is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof, and the unenforceable provision shall be automatically amended to so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Any waiver of a provision of this Agreement must be in writing and signed by the party to be charged. A valid waiver hereunder shall not be interpreted to be a waiver of that obligation in the future or any other obligation under this Agreement. Subject to the terms of valid attachments, this Agreement constitutes the entire agreement between the parties related to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties relating to the software and services and shall not be changed except by written agreement signed by an officer of the Consortium NEFEC.

19. LEGAL RELATIONSHIPS

~~The North East Florida Educational Consortium~~ NEFEC is a regional consortium service organization formed in 1976 with all of the duties and responsibilities as outlined in F.S. 1001.451. The Putnam County School Board is the legal entity designated to act as the parent state agency for NEFEC with the power to enter into contracts for the use and benefit of all Consortium members and participating school boards.

~~The District School Board of Suwannee County~~ has elected to contract with ~~the Consortium~~ NEFEC as its agent for the procurement of various services and /or products more specifically described in subsequent contract attachments, which, upon approval become a part of this contract. If any contract entered into by the Putnam County School Board on behalf of ~~the Consortium~~ NEFEC for the use and benefit of a participating School Board needs to be enforced the parties agree that each member School Board will hire its own counsel and bear its own costs and fees in enforcing the terms of the contract unless a different agreement is reached between the parties.

ATTACHMENT #19-051-A1 ~~20-051-A1~~ TO CONTRACT # 731-19-051-731-20-051 BETWEEN THE SUWANNEE COUNTY DISTRICT SCHOOL BOARD, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS THE CONTRACTOR NEFEC, TO PROVIDE INSTRUCTIONAL SERVICES PROGRAMS JULY 1, 2018 1,2019 TO JUNE 30, 201930,2020:

I. OBLIGATIONS OF THE CONTRACTOR NEFEC:

The North East Florida Educational Consortium ~~NEFEC~~ Instructional Services Program agrees to provide the Suwannee County District School Board for a base fee of \$2,500, plus \$4.50 per FTE, based on the previous October enrollment figures, the following services:

- A. To coordinate the North East Florida Educational Consortium ~~NEFEC~~ Organization of Educational Leaders (NOEL) meetings. The meetings will provide district instructional administrative staff with opportunities for networking, sharing effective practices and Florida Department of Education updates.
- B. To coordinate networking meetings for district title directors and district data representatives.
- C. To provide regional technical assistance in the implementation of legislative mandates and Florida Department of Education initiatives such as accountability requirements, district reading requirements, graduation requirements, and virtual instructionsafety and mental health, and the Every Student Succeeds Act (ESSA).
- D. To provide facilitation and coordination of the development of plans required by both Florida Statutes and the Florida Department of Education. This includes the master inservice plan, professional development systemcertification plan, endorsement plans, and leadership development plans.
- E. To provide regional grant writing and district grant support through template development. Grant writing assistance will include state, federal, and foundation proposals.
- F. To seek legislative funding for local initiatives as directed by the NOELs and/or NEFEC Board of Directors. These initiatives may include English/Language Arts, Leadership, Science, Technology, Engineering and Math (STEM), College & Career Readiness, and Educator Quality.
- G. To provide access to online educational resources through the NEFEC website, adobe connect, and NEFEC's Professional Learning System (PLuS)including data visualizations and professional learning registration system.
- H. To facilitate the implementation of a regional professional development certification program.
- I. To facilitate a College and Career Readiness Network to address needs identified by member districts. This includes networking, including coordination of two counselor forums.
- J. To coordinate the textbook adoption process for core subject areas. Coordination includes an evaluation process, the coordination of vendors, compilation of data and distribution of data summaries.
- K. To provide regional clinical educator and mentor training.
- ~~KL.~~ To provide online and regional face to face professional learning at a reduced rate.
- ~~LM.~~ To coordinate and provide regional face to face professional development for new teachers.
- ~~MN.~~ To provide access to professional learning through established partnerships.
- ~~NO.~~ To facilitate and support the NEFEC Board of Directors Leadership Development Project (BODLDP). **II.**

OBLIGATIONS OF THE BOARD:

The Suwannee County District School Board agrees:

- A. To cooperate expeditiously in all matters requiring concurrence or approval in order that the contractor NEFEC will not be unduly delayed in performing contractual obligations.
- B. The Board designates Janene Fitzpatrick Asst. Supt. Inst., a staff member of the Suwannee County District School Board, to act on behalf of the Board in all matters in connection with this Contract Attachment and approve all reports, drafts, and invoices.
- C. To participate in the NEFEC Organization of Educational Leaders (NOEL).
- D. To serve in an advisory capacity to NEFEC's Instructional Services Department
- E. To assist in planning, coordinating, and evaluating Instructional Services Program functions.
- F. To pay to the Contractor NEFEC \$29,221.00-28,802.50 which represents a base fee of \$2,500, plus \$4.50 per FTE, based on the previous October enrollment figures. Payments will be due on a semester basis. One-half of the total amount will be invoiced following the signing of this Contract; the remaining amount will be invoiced in

January ~~2019~~2020.

INFO ONLY

ATTACHMENT #~~19-051-A6~~ 20-051-A6 TO CONTRACT #~~731-19-051~~ 731-20-051 BETWEEN THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE LESSEE, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY, ON BEHALF OF THE NORTH-EAST FLORIDA EDUCATIONAL CONSORTIUM NEFEC, HEREIN REFERRED TO AS THE LESSOR, FOR THE LEASE-PURCHASE OF ENTERPRISE RESOURCE SOFTWARE PURSUANT TO F.S.1011.71 (2) (d).

This ENTERPRISE RESOURCE SOFTWARE LEASE-PURCHASE AGREEMENT is entered into, by and between the Lessor and the Lessee, to lease its Enterprise Resource Software Product(s) set forth in Section IX of this contract attachment. Effective July 1, ~~2018~~2019, upon the terms and conditions hereinafter set forth, for the consideration stated herein.

I. TERMS AND CONDITIONS

Lessor leases to Lessee and Lessee hereby hires and takes from Lessor the personal property consisting of certain proprietary computer software as set forth in Section IX of this contract attachment which shall include all replacement parts, additions, upgrades and maintenance (hereinafter referred to as the "Software").

II. LIMITED WARRANTY

Lessor makes no warranties (express, implied or statutory) with respect to the Software and the accompanying written materials including, but not limited to, any implied warranties or merchantability or fitness for a particular purpose. In no event will Lessor be liable to Lessee for any direct or indirect damages including loss of profits, lost savings, loss of data, or other special incidental or consequential damages arising out of Lessee's use of or inability to use the Software. In no event, will Lessor's liability exceed the amount of the lease payments charged.

III. ~~II.~~ TERM

The original term of this Lease-Purchase shall commence on July 1, 2017 and shall terminate June 30, 2022.~~IV.~~

IV. NON-APPROPRIATION

In the event the Lessee is not granted funds in future fiscal years for the Software subject to the Agreement or for Software which is functionally similar to the Software and operating funds are not otherwise available to the Lessee to pay the Lease due under the Agreement, and there is no other legal procedure of available funds by or with which payments can be made to the Lessor, and the appropriation did not result from an act or omission by the Lessee, the Lessee shall have the right to terminate the Agreement on the last day of the fiscal period for which appropriation were received. At least thirty (30) days prior to the end of the Lessee's fiscal year, the Lessee's legal counsel shall certify in writing that (a) funds have not been appropriated for the next fiscal year; (b) such non-appropriation did not result from any act or failure to act by the Lessee; and (c) the Lessee has exhausted all funds legally available for payment of the Lease.

V. INDEMNITY

Lessee shall indemnify and hold Lessor harmless of and from any and all claims, losses, liabilities (including negligence, tort and strict liability), damages, judgments, suits or legal proceedings, including court costs, expenses and reasonable attorney's fees, related to the use of the Software, provided however that Lessor shall indemnify and hold Lessee harmless to the same degree expressed herein from any claim that Lessee's use of the software violates the intellectual property rights of another.

VI. TITLE

All of the Software shall remain personal property and the title thereto shall remain with the Lessor for the term of this Lease-Purchase agreement. Lessee shall keep the Software free from any and all judgments, liens and encumbrances. Lessee shall give Lessor immediate notice of the attachment or other judicial process, lien or encumbrance affecting the Software and shall indemnify and save Lessor harmless of and from any loss or damage caused thereby. At the conclusion of this agreement Lessor agrees to grant title of Skyward Enterprise Resource Software to Lessee.

VII. EARLY TERMINATION

In the event Lessee desires to terminate this agreement prior to June 30, 2019~~2022~~, for any reason other than non-appropriation as defined in Section IV of the agreement, Lessee must give notice of one fiscal year to Lessor of their intentions to terminate. Lessee will be responsible for all remaining financial obligations as illustrated in Exhibit A.~~VIII.~~

VIII. CONFIDENTIALITY

To the extent allowed by Florida law, during the course of this Agreement, either party may have or may be provided access to the other's proprietary items or confidential information ("Confidential Information"). Each party agrees to maintain the confidentiality of the other's Confidential Information in accordance with this provision and any separate nondisclosure agreement that expressly references the disclosure(s) between Lessor and Lessee. At a minimum, each party agrees that it shall not make the other's Confidential Information available to any third party without the written consent of the other and that title and ownership of the Confidential Information provided by one party to the other shall remain the exclusive property of that party who has the right to possess the Confidential Information.

IX. OBLIGATIONS OF THE LESSOR

The Lessor hereby agrees:

- A. To procure, install, test and implement the Skyward fully integrated Finance, Human Resource and Payroll enterprise resource software system.
- B. To provide hosting capabilities that support the Skyward fully integrated Finance, Human Resource and Payroll software system.
- C. To ensure Skyward enterprise resource software system is capable of complying with all existing State mandated reporting requirements of school districts.
- D. Provide customized reports and visualization of Skyward data via the Skyward database or the Ed-Fi Operational Data Store (FLCODE CDS).
- E. To provide hardware and infrastructure necessary to store Board data, provide access to such data on demand and successfully execute the data functions of the school district in accordance with Exhibit A - ETS Service Level Agreement.

- F. To provide disaster recovery measures which include:
1. Active replication of district's data files from host to off-site Disaster Recovery site
 2. Daily, weekly and monthly backups
 3. Failover to redundant telecommunication link in the event primary circuit fails, and
 4. Conducting an annual test of Disaster Recovery procedure to ensure at a minimum that a payroll cycle can be successfully completed using the off-site Disaster Recovery equipment and files.
- G. To accept the responsibility of being the custodian of the Board's data and to make every effort to protect and secure the data from unauthorized access.
- H. To conduct quarterly planning meetings with the ETS Advisory Council and develop an annual plan and budget for their review and approval.
- I. To aid and assist member districts in the planning and procurement of hardware to be attached to the NEFEC Educational Technology Services Operations Center.
- J. To provide professional technical staff as approved by the Advisory Council.
- K. To respond on a timely basis to the requests of the member districts and the priorities established through the user committees.
- L. To plan for and provide system support software to meet the needs of the member districts.
- M. To provide technical support to the district MIS Departments.
- N. To provide a User Help Desk Service.
- O. To plan for and provide application software as approved by the Advisory Council to meet the needs of the member districts.

X. OBLIGATIONS OF THE LESSEE

The Lessee hereby agrees:

- A. To pay the following annual district assessment:
1. Educational Technology Services Fee - \$80,467-79,295 (FTE-PTE cost based on October 2017 enrollment figures). The amount includes a \$14,896-51,839 base fee plus ~~to a~~ graduated rate assessment of \$35.79-35.94 for FTE-PTE less than 5,000, \$34.14 for FTE PTE between 5,000-9,999, and \$32.21-32.34 for FTE-PTE greater than 10,000.
- B. To pay the scheduled SY2018-19-SY2019-20 lease-purchase amount of \$22,028-18,037 and annual license fee (ALF) of \$19,810-13,211, as outlined in the payment schedule for Skyward enterprise resource software. The SY2018-19-SY2019-20 lease-purchase amount includes fees for a fully integrated Finance, Human Resource and Payroll enterprise resource software system and associated training, data migration, and staff support.
- C. The Lessor will invoice the Lessee ~~on Board on~~ July 1 and January 1 of the fiscal year 2017-18. Payment will be due within 40 days of receiving the invoice.
- D. To cooperate expeditiously in all matters requiring concurrence or approval in order that the Lessor will not be unduly delayed in performing contractual obligations.
- E. To appoint a security officer to control access privileges to the Board's data.

XI. MODIFICATION OF ATTACHMENT

This lease agreement is incorporated into and subject to all terms and conditions of the master contractual agreement. This agreement may be amended only by an agreement executed in the same manner as the original.

ETS Service Level Agreement (Exhibit A)

This Service Level Agreement sets forth the provisions for management and hosting of district data.

1. **Services.** NEFEC shall provide the following services each year:
 - a. Hosting of Skyward Enterprise Resource software and third party software solutions on NEFEC resources, secured behind the NEFEC firewall; and
 - b. Data security management services to ensure participating districts have secure access to their data ; and
 - c. Responsible as the custodian of the district data and to make every effort to protect and secure the data from unauthorized access; and
 - d. Routine maintenance of all infrastructure components in accordance with industry standards; and
 - e. Routine backups of hosted applications and data for purposes of archiving and allowing for recovery in the event of catastrophic failure. Backup data retention protocols are documented in the ETS Disaster/Recovery plan.
2. **Confidentiality.** NEFEC acknowledges and agrees that the algorithms and other materials comprising of Skyward Enterprise Resource software and hosted third party software are Confidential Information.
3. **Uptime Service Level Requirement.** NEFEC shall exercise a best-effort approach to service availability and shall strive to provide an industry standard ninety-nine and 90/100 percent (99.9%) Product Uptime. NEFEC guarantees a ninety-eight and one half percent (98.5%) Product Uptime, excluding scheduled maintenance. NEFEC shall provide districts with its current maintenance schedule as indicated on the NEFEC Educational Technology Services webpage, and will notify districts if that schedule changes. Furthermore, NEFEC shall not be held financially responsible in the event of an unscheduled service/Product availability outage due to an unexpected systems failure, natural disaster or software fault unrelated to the host server.

System Maintenance Schedule:

Day of Week	Time	System Availability	Skyward Update Activity
Mon - Fri	4:00pm - 6:00pm	Possible performance slowdown	RMAs, Addendums
Saturday	6:00pm - 10:00pm	Limited system availability	
Tue, Thu, Sat	10:00pm - 11:00pm	System may not be available	Reboot of servers
Every 3rd Saturday	6:00pm - 2:00am	System may not be available	Releases

4. **Effect of Termination.** In the event of the expiration or termination of this Agreement for any reason, NEFEC shall take such action as is reasonably requested by the district in connection with the relocation of the data to a new hosting service.

Exhibit B

SUWANNEE 5 YEAR PAYMENT SCHEDULE FOR SKYWARD SOFTWARE PURCHASE

Term of Software Purchase(YRS)	5										
Skyward: Business	\$70,517 58,741	\$14,103	\$56,414 44,638	\$14,103	\$42,310 30,535	\$14,103 \$10,178.25	\$28,207 \$20,356.50	\$14,103 \$10,178.25	\$14,103 \$10,178.25	\$14,103 \$10,178.25	\$=
Skyward: Conversion Cost Business	\$21,656 21,456	\$4,331	\$17,325 17,125	\$4,331	\$12,994 12,794	\$4,331 \$4,265	\$8,663 \$8,529	\$4,331 \$4,265	\$4,331 \$4,265	\$4,331 \$4,265	\$=
Skyward; System wide services and software	\$17,965	\$3,593	\$14,372	\$3,593	\$10,779	\$3,593	\$7,186	\$3,593	\$3,593	\$3,593	\$
* sub-total Skyward Cost	\$110,138 98,162	\$22,028 22,027	\$88,110 76,135	\$22,028 \$22,027	\$66,083 54,108	\$22,028 \$18,036.50	\$44,056 \$36,071.50	\$22,028 \$18,036.25	\$22,028 \$18,035.25	\$22,028 \$18,035.25	\$IT
NEFEC ETS Fees (Projection based on SY2018-19SY2019-20)	\$361,118 357,602	\$39,250	\$80,467	\$80,467	\$79,295	\$79,295	\$79,295	\$79,295	\$79,295	\$79,295	\$
Skyward: ALF	\$93,781 74,046	\$9,909	\$19,810	\$19,810	\$13,211	\$13,211	\$13,211	\$13,211	\$13,211	\$13,211	\$
*** Total***	\$565,037 529,810	\$71,187 71,186	\$122,305 \$122,304	\$122,305 \$122,304	\$110,542.50	\$110,542.50	\$110,542.50	\$110,542.50	\$110,542.50	\$110,542.50	\$

Total Obligation includes:

- All Skyward Software Costs
- Purchase
- Installation
- Training (including travel)
- Annual License Fees
- Conversion Cost

Assumptions:

NEFEC ETS cost approved annually by Advisory Council and subject to reductions or increases based on district needs.

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ATTACHMENT # ~~19-051-A27~~ 20-051-A27 TO CONTRACT # ~~731-19-051-731-20-051~~ BETWEEN THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM ~~CONSORTIUM~~, HEREIN REFERRED TO AS THE ~~CONTRACTOR~~ NEFEC, FOR THE SERVICES OF A BUILDING CODE ADMINISTRATOR.

This contract period shall be from July 1, ~~2018~~2019, to June 30, ~~2019~~2020, unless otherwise amended/extended by mutual agreement.

I. OBLIGATIONS OF THE ~~CONTRACTOR~~ NEFEC:

The ~~Contractor~~ NEFEC hereby agrees to the following:

- A. To employ a Building Code Administrator in accordance with the procedures established by the BCA Advisory Committee. The individual will report to each of the district contacts as well as NEFEC's Associate Executive Director.
- B. To issue all permits required by the Florida Building Code and State Statue 1013.38 (School Boards to ensure that facilities comply with building codes and life safety codes).
- C. Permits issued will cover any new construction, remodeling, and renovations of any facilities and the repair, removal, enlargement, alteration, conversion or replacement of any electrical, gas, mechanical or plumbing systems.
- D. To review and approve plans, and construction documents to be permitted and coordinate plan review with the appropriate fire safety inspector.
- E. To inspect all phases of the construction project for the required inspections and visit the job site to coordinate the construction process.
- F. To meet with contractors, architects, and engineers on preconstruction planning and during the construction project.
- G. To issue an annual maintenance permit as required by State Statue 553.80(6) (d) and SREF.
- H. To review district annual facility maintenance permit work orders for compliance with the State Statues, State Requirements for Educational Facilities (SREF), Florida Building Code and the Florida Fire Prevention code.
- I. To perform code compliance inspections for work orders that fall under the annual facility maintenance permit. This includes any alterations to existing electrical, gas, mechanical, plumbing systems. Any emergency repairs, minor renovations, and minor remodeling as long as the projects do not exceed \$200,000.00 per project.
- J. To issue day labor project permits for any construction projects estimated to cost \$200,000.00 or less and perform ~~code~~ code compliance inspections.
- K. To provide training and updates for the Florida Building Code ~~Code~~ and the State Requirements for Educational Facilities (SREF) for maintenance personnel.
- L. To perform annual inspections for all portable classrooms as required by SREF and the Florida Building Code.

II. OBLIGATIONS OF THE BOARD:

The Board hereby agrees:

- A. To cooperate expeditiously in all matters requiring concurrence or approval in order that the Contractor ~~NEFEC~~ will not be unduly delayed in performing contractual obligations.
- B. To designate ~~Mark Carver~~ Dir. of Facilities, a staff member of the Suwannee County District Schools, to act on behalf of the Board in all matters in connection with this contract attachment and approve all reports, drafts and invoices.
- C. To provide temporary office space as needed by staff.
- D. To pay the contractor ~~NEFEC \$26,952.31-26,490.12~~, which is a proportionate share of the agreed upon budget for FY ~~2018-2019~~ 2019-2020. Participating districts include Baker, Gilchrist, Hamilton, Levy, Suwannee and Union Counties.
- E. That participation in this program shall be on the annual option renewal. In the event of withdrawal from this program, the Board shall provide a sixty (60) day written notice of intent to withdraw and subsequently withdraw at fiscal year end June 30, ~~2019~~ 2020.

That this contractual attachment is incorporated into and subject to all terms and conditions of the master contractual agreement.

ATTACHMENT #~~19-051-A43~~ 20-051-A43 TO CONTRACT #~~731-19-051-731-20-051~~ BETWEEN THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS THE CONTRACTOR NEFEC, TO PROVIDE HUMAN RESOURCE MANAGEMENT NETWORK SERVICES AND RELATED SUPPORT SERVICES:

This contract period shall be from July 1, ~~2018-2019~~ to June 30, ~~2019~~2020, unless otherwise amended/extended by mutual agreement.

I. OBLIGATIONS OF THE CONTRACTOR NEFEC:

~~The North East Florida Educational Consortium~~ NEFEC agrees to the following:

- A. Assist Human Resources Management Network members in streamlining their Human Capital Management Systems.
- B. Facilitate networking and sharing of best practices in school district Human Resources.
- C. Assist districts in planning and coordinating targeted professional development for Human Resource Management Network members.
- D. Collaborate and inform members of the Human Resource Management Network on all matters related to innovative recruitment and retention initiatives/strategies.
- E. Provide training and support for implementation of Skyward Fast Track.
- F. Assist participating districts in developing recruitment programs, budgets, brochures, and other related materials.
- G. Target specific universities and teaching colleges within Florida and out-of-state (if applicable) for recruitment visits (includes registration fees for respective career fairs).
- H. Coordinate with district staff to plan a recruitment event for the Northeast Florida region.
- I. Work with districts and NEFEC staff to implement comprehensive induction programs that include mentoring, staffing high need/critical areas, alternative certification options and community involvement in welcoming and supporting new teachers.
- J. Work with districts on grow your own teacher initiatives (including Future Educator Clubs).
- K. Serve as a liaison with the Florida Department of Education's Recruitment and Retention Office and work to secure support for NEFEC recruitment initiatives.
- L. Assist districts with the use of ~~1 human~~ Human Capital Management System data.

II. OBLIGATIONS OF THE BOARD:

~~The Suwannee County District School Board~~ agrees:

- A. To designate the following district staff member ~~walter Boatright~~ Dir. of H.R., to act as the Human Resource Management Network contact.
- B. To pay the Contractor a fee of ~~\$5,119.08~~ \$5,057.70 based on \$.66/FTE (~~HE FTE~~ figures based on ~~2017-2018-2018-2019~~ 2018-2019 FEFP Third Calculation enrollment ~~of 5,938~~ of 5,845) plus \$1,200.00 base fee. ~~The Contractor will invoice the Board upon receipt of this properly signed contract. Payment will be due within thirty (30) days of receiving the invoice.~~
NEFEC will invoice the Board upon receipt of this properly signed contract. Payment will be due within thirty (30) days of receiving the invoice.
- C. To cooperate expeditiously in all matters requiring concurrence or approval in order that ~~the~~ contractor NEFEC will not be unduly delayed in performing contractual obligations.
- D. This contractual attachment is incorporated into and subject to all terms and conditions of the master contractual agreement.

Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	7/8/2019 1:46:47 PM
Comparison Time	2.49 seconds
compareDocs version	v4.2.300.9

Sources	
Original Document	\\HomeDirs01\Users\$\cduquette_My Settings\Desktop\Compare Contract\SCSB 2019-47 NEFEC Fully Executed.pdf
Modified Document	\\HomeDirs01\Users\$\cduquette_My Settings\Desktop\Compare Contract\SCSB 2020-50 NEFEC.pdf

Comparison Statistics	
Insertions	59
Deletions	32
Changes	203
Moves	0
TOTAL CHANGES	294

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Deleted cells	
Merged cells	
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Comments color	By Author.
Balloons	False

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Include Field Codes	Word	True
Include Moves	Word	False
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True

**FLORIDA GATEWAY COLLEGE
AND
SUWANNEE COUNTY SCHOOL DISTRICT, Out of District
2019 – 2020
DUAL ENROLLMENT ARTICULATION AGREEMENT**

SECTION I

WHEREAS, Florida Gateway College, hereafter referred to as the **College**, and the Suwannee County School District, hereafter referred to as the **School Board**, subscribe to the educational philosophy and policy that each individual student should have the maximum opportunity to enhance his/her learning opportunities in courses suited to his/her educational, career, and personal needs, and

WHEREAS, Section 1007.27 and 1007.271, Florida Statutes specifies that a variety of articulated acceleration mechanisms be available for secondary school students attending Florida public or non-public schools, and Section 1001.64-1001.65, Florida Statutes, specify that dual enrollment articulation agreements shall be executed between college boards of trustees and district school boards within each college district, and shall establish an articulation committee, and

WHEREAS, the **College** and the **School Board** desire to implement the above statutes by creating opportunities for high school students to pursue college-level instruction, through an articulated acceleration program.

NOW THEREFORE, in consideration of the mutual promises stated herein, the parties agree to cooperate in the establishment, maintenance, and implementation of a Dual Enrollment program (the Program) between the **College** and the respective **School Board**. In implementing this Program, the parties agree to these general principles:

A. COURSE PROGRAM OFFERINGS

1. Articulation acceleration mechanisms shall include, but not be limited to, Academic Dual Enrollment, Career Dual Enrollment, Academic and Career Early Admissions, Advanced Placement, Credit by Examination, the International Baccalaureate program, and Career Pathways.
 - a. **Academic Dual Enrollment:** Students in grades 6-12 qualify who are earning high school credit toward a high school diploma and college credit toward an associate or baccalaureate degree. Students may be part-time or full-time. The following are ineligible to be counted as Dual Enrollment:

- 1.) vocational preparatory instruction;
- 2.) college preparatory instruction;
- 3.) other forms of pre-college instruction;
- 4.) physical education and recreation students who focus on physical execution of skill rather than the intellectual attributes of the activity; and
- 5.) courses not creditable toward a high school diploma.

Unless the student has successfully completed the entry level examination required by Section 1008.30, Florida Statutes, the student will be ineligible for enrollment in college credit mathematics or English courses, or any courses for which college credit English, reading or math is a prerequisite.

- b. **Career Dual Enrollment:** Students in grades 6-12 qualify who are seeking a degree and industry certification through a career education program or course. The student is also earning industry certifications adopted pursuant to s. 1008.44, Florida Statutes (F.S.), which count toward the high school diploma. Students may be part-time or full-time in career Dual Enrollment.
- c. **Early Admissions:** Form of dual enrollment permitting high school students to enroll in college or career courses on a full-time basis. Students who qualify will earn both high school and college/career credits for courses completed. Participation in the **career** early admission program shall be limited to students who have a minimum of four (4) semesters of full-time secondary enrollment, including studies undertaken in the ninth grade.
- d. **Credit by Examination:** Students will be eligible for college credit based on the receipt of a specified minimum score on a nationally standardized general or subject area examination.
- e. **The International Baccalaureate Program:** Secondary students will be eligible who are enrolled in a program of studies offered through the International Baccalaureate Office at their high school. College credit will be awarded as determined by the **School Board** and the **College Board** of Trustees.
- f. **Career Pathways Program:** Secondary students in grades 9-12 are eligible to participate in the Career Pathways Program. The promotion of the program and the revision of Career Pathways Articulation Agreements is a collaborative effort between all the consortium partners. Guidance counselors register students in an articulated, sequential program of study (including a technical component), which leads to continued study at the postsecondary level. Career Pathways programs consist of four years of high-level academic and technical courses at the high school level, articulated (or connected) with continued high-tech training in college, often resulting in an industry level certification. Students prepare for postsecondary training by following a program of study as outlined in the Career Pathways Articulation Agreements between the **School Board** and the **College**. Per the Gold Standard Career Pathways Articulation Agreements of Industry Certification to AS Degree in 2013, high school students successfully completing the high school portion of the

Career Pathways Program can earn college credits which may be used in a declared AS Program of Study through Industry Certification or "credit by examination." They may also receive preferential admission to selective college programs. After a student meets all criteria outlined in the Career Pathways Articulation Agreement, including successful completion of 12 hours of regular college credit (not including prep courses), he/she can request that the credit be added to their college transcript by completing the Request for Career Pathways Credit form and returning it to the Career Pathways Coordinator. Please refer to the Florida Department of Education web site for more information. The **College** Career Pathways Coordinator is the coordinator of the Career Pathways Articulation Agreements.

2. In mutual consideration thereof, both parties to the agreement contained herein agree to the following conditions:
 - a. The **College** shall offer college level courses that meet the requirements of Section 1007.27 and 1007.271, Florida Statutes, with the exclusion of physical education and recreation courses, where sufficient high school facilities exist and are made available.
 - b. The **College** shall award credit for student completion of a Dual Enrollment and Advanced Placement course based on the stated preference of the student, as either Dual Enrollment or Advanced Placement credit. No student shall claim double credit based on the completion of a single joint Dual Enrollment and Advanced Placement course.
 - c. Courses offered for dual credit will be determined by mutual agreement between the **College** and the **School Board** and displayed in this agreement.
 - d. Special request courses and the addition of classes offered for each academic year shall be designated in a letter(s) of understanding between the **School Board** Superintendent of Schools and the **College** President. The classes will be scheduled whenever possible to assure maximum publicity prior to fall and spring registration.
 - e. The **College** courses are complementary to the high school curriculum, and no unnecessary duplication will occur.
 - f. The **School Board** shall be responsible for incorporating all Dual Enrollment courses within the District "Student Progression Plan."
 - g. Dual Enrollment courses will utilize the common course designation and numbering system approved by the Florida Department of Education (DOE).
 - h. The **College** shall determine course content in accordance with the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) criteria and select instructional materials. The high school will use course syllabi provided by the **College** for all Dual Enrollment courses.

While appropriate for college-level discussions study, course materials and class discussions may reflect topics not typically included in secondary courses which some parents may object to for minors. Courses will not be modified to accommodate variations in student age and/or maturity.

- i. Parties to this agreement will certify in writing that courses operated under this agreement will, when successfully completed, be accepted toward high school graduation on the basis that three college credits will equal one-half high school credit, except those designated otherwise by the Articulation Coordinating Committee of the Florida Department of Education and awarded college credits, none of which shall be remedial, preparatory or developmental. The **High School** is responsible to review high school progression and may need to submit documentation to the **College** upon request.
- j. Unless prohibited by statute or rule, nothing in this agreement shall prevent students in the districts from enrolling in regular college credit or career certificate classes, which do not carry high school credit, conducted by the **College**. Students in this category shall file regular college admissions applications and shall be responsible for their own tuition, books, and other expenses as a standard student.
- k. Pursuant to s. 1007.271, F.S., Dual Enrollment students may enroll in courses offered by the **College** during school hours, after school hours, and during the summer terms unless prohibited by **School Board** policy. Dual enrollment courses may be available online, on the high school campus, on the college campus, or at the college centers.
- l. The **College** shall designate the Director of Student Engagement to coordinate the Dual Enrollment Program. The director, in conjunction with the high school counselor, will ensure that each student will make a selection of courses to meet degree requirements, including approved program prerequisite courses. This effort is to improve articulation and minimize excess credit hours. In addition, pursuant to s. 1007.23, F.S., a dual enrollment student entering college in 2013-2014 and thereafter, seeking an associate of arts degree, will indicate a baccalaureate degree program offered by their institution of interest by the time they have earned 30 semester hours. It is the student's responsibility to be informed of the prerequisites for the baccalaureate degree program offered by their institution of interest.

NOTE: Section 1001.7065, F. S., allows that a preeminent university may require its incoming first-time-in college students to take a 9-credit to 12-credit set of courses specifically determined by the state university. The state university may require that they be taken at the specific state university involved and that credit for any such required courses cannot be fulfilled through any acceleration, transfer, or other similar mechanism.

- m. The **College** will provide electronic student transcripts at the end of each term to the respective high school guidance counselors to aid in determining continued student eligibility.
- n. The **College** will provide a transcript with a letter grade. Letter grades awarded by the **College** at the end of each semester are: A, B, C, D, F, I, or W. Any letter grade below a "C" will not count as credit toward satisfaction of the Gordon Rule graduation requirement and the requirement in Rule 6A-10.030; however, all grades are calculated in a student's GPA and will appear on the college transcript. *Any student earning a D or F in a course will need to sit out one major term (Fall/Spring)*

*and will be required to repeat the course the next eligible term and will only be permitted to take this one course. All grades, including “W” for withdrawal, count as course attempts and become part of the student’s college transcript; they may affect subsequent postsecondary admission. **If the student receives a second ‘W’ or “F” in any course, dual enrollment eligibility will end. If a student makes the two in one term, eligibility for Dual Enrollment will end.** No late withdrawals will be accepted if they were not received in the Dual Enrollment office by the deadline stated in the Academic Calendar for Dual Enrollment Students.*

- n. Section 1007.271(18), F.S., states that “school districts and Florida College System institutions must weigh dual enrollment courses the same as advanced placement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated. Alternative grade calculation or weighting systems that discriminate against dual enrollment courses are prohibited.”

This provision relating to GPA weighting includes all dual enrollment courses, including career education courses. In addition, there should be no differentiation between the weighting of 1000 and 2000 level courses or courses that do not appear on the *Dual Enrollment Course—High School Subject Area Equivalency List*.

- o. Students taking Dual Enrollment classes taught by **College** faculty are required to follow the **College** Code of Academic Ethics and Code of Conduct outlined in the *current FGC Student Handbook*.
- p. The **College** and high school will schedule an information and orientation session to inform students and parents about opportunities to participate in the Dual Enrollment Program. At least two weeks prior, the **College** and high school will collaborate in formulating the agenda for this information session.

B. STUDENT ELIGIBILITY CRITERIA

1. The **Board** shall identify the students qualified for participation in the Dual Enrollment Program. Students must demonstrate academic capabilities to pursue college level instruction.
2. In order to be eligible for participation in the Dual Enrollment Program, a student must:
 - a. be in grades 6-12;
 - b. No student will be eligible to enroll into classes through the Dual Enrollment Program beyond their 19th birthday.
 - c. have a minimum ACT/SAT/PERT/TABE test score as established by the **College**. As specified in Section 1008.30, Florida Statutes, students who do not achieve the minimum test score in basic computation and communication (English and reading) skills areas cannot take college credit courses in mathematics and English respectively or any courses for which college credit English, reading or math is a prerequisite. **All three sections must have eligible test scores to continue after 12 college credits are earned. Eligible Score sheets will be provided.**

- d. meet with the high school guidance counselor or **Board** designee, complete the Dual Enrollment/Early Admissions application form, and be approved to enroll by the Director of Student Engagement. Dates will be posted at High Schools and College Critical Dates posted by the College. Application forms must be approved prior to the published college deadlines.
- e. complete the Dual Enrollment/Early Admissions registration forms by the end of the Add/Drop period for each term as listed in the Critical Dates Calendar published by the **College**.

The **College** will consider a request from the guidance counselors for dropping a course after the first week of classes. This will be done on a case-by-case basis and must be approved by the appropriate **College** vice president. If approved, the result will be a drop for the student, not a withdrawal.

- f. comply with the requirements specified in the County School District's "Student Progression Plan."
3. For the Associate in Arts (A.A.) Degree Program the student must:
- a. have a minimum of 3.0 unweighted GPA based on the 4.0 scale,
or
be recommended by the high school principal or designee, based upon evidence of the outstanding interests and aptitudes of the student, and with the concurrence of the **College**.
 - b. register only for required or elective courses in the A.A. Degree Program.
4. For the Associate in Science (A.S.) Degree and College Credit Certificate programs the student must:
- a. have a minimum of 3.0 unweighted GPA based on a 4.0 scale,
or
be recommended by the high school principal or designee, based upon evidence of the outstanding interests and aptitudes of the student, and concurrence of the **College**.
 - b. meet all program entrance requirements as stated in the **College** catalog.
 - c. register only for courses in the A.S. degree program or electives approved by the **College** division administrator of the A.S. degree program to which the Dual Enrollment student has been admitted.
5. For Technical Certificate Programs and Applied Technology Diplomas (A.T.D.) the student must:
- a. have a minimum 2.0 unweighted GPA based on a 4.0 scale
or
be recommended by the high school principal or designee, based upon evidence of the outstanding interests and aptitudes of the student, and with the concurrence of the **College**.
 - b. meet all specific program entrance requirements as stated in the **College** catalog.

6. For Bachelor Degree Programs:
 - a. Have successfully completed the associate's degree prior to admission into the Bachelor program
 - b. No bachelor level courses can be taken prior to admission into the program
7. The high school principal or designee will certify students eligible for Dual Enrollment. If students drop below a 2.0 cumulative **College** GPA, the student will be ineligible for the Dual Enrollment program.
8. Students will be considered high school students for the purpose of student activities and student body privileges.
9. Dual Enrolled students will be issued a college I.D. and afforded all the privileges thereof.
10. If a student leaves your DE program/school, notify in writing as soon as possible the DE offices as the student account will need to be changed. Same as if you get a new student and you would like to continue with DE. Written notification will be required to have the student in the DE program.

C. CALENDAR

1. The **College** shall select and schedule classes eligible for Dual Enrollment using the **College** calendar for classes taught outside the regular school hours.
2. During regular public school hours the **School Board** shall, with the concurrence of the **College**, select and schedule Dual Enrollment classes taught on the high school campus using the public school class and bell schedule and the **College** calendar.
3. The **School Board** and the **College** shall make reasonable efforts to avoid conflicts in scheduling.
4. The **College** agrees to conduct, if possible, Dual Enrollment courses at the high school, using the school class and bell schedule and the **College** calendar.
5. All logistical and scheduling information regarding Dual Enrollment courses taught by high school teachers at the high school must be provided to the **College** Director of Student Engagement by the admissions application deadline in the Critical Dates Calendar published by the **College**. Special circumstances will be determined by the appropriate academic vice president. A representative from each high school should contact the **College** with credentialed instructor name(s) and the course(s) each instructor will be teaching, as well as the specific days/times the course(s) will be taught.

D. DUAL ENROLLMENT FACULTY

1. The staff will be selected on approval of the **College** and the high school principals from teachers employed at the high school or the **College**, who have filed college transcripts and applications with the **College**, and who meet the degree and certification requirements of the **College**, and pursuant to SACSCOC. These criteria apply to all faculty teaching postsecondary courses regardless of the physical location of the course being taught. The postsecondary institution awarding the credit shall ensure faculty teaching Dual Enrollment courses meet these qualifications. Preference will be given high school faculty as adjunct teachers for Dual Enrollment courses.
2. The **College** shall approve Dual Enrollment faculty and will provide them with a copy of the current faculty handbook. Faculty shall adhere to the professional guidelines, rules, and expectations therein. Faculty will also be provided with a current student handbook detailing information that includes, but is not limited to, add/drop and withdrawal policies; student code of conduct; grading policies, and critical dates. Dual Enrollment faculty shall verify that every student sitting in their college course is listed on their course section roster no later than the second week of each semester. The course section rosters must be signed by Dual Enrollment instructors and then faxed, emailed, or mailed to the **College** by the due date. Verbal confirmation or email confirmation will not be accepted. No student shall be permitted to remain in a college class in which they are not enrolled. Faculty must adhere to the guidelines, rules, and expectations therein that apply to faculty.
3. The High Schools will notify the Director of Student Engagement of courses they will be offering on their campus for Dual Enrollment students. The course name/days/times will be emailed and the **College** will build the section. The course syllabus will be emailed to the Director of Student Engagement which shall include the course calendar identifying assignments, test dates and grading scale.
4. The **College** shall conduct an administrative evaluation of all faculty teaching Dual Enrollment students. This evaluation will be conducted by the appropriate vice president or designee.
5. The **College** shall also conduct student evaluations of Dual Enrollment faculty. This evaluation will be coordinated by the appropriate vice president or designee.
6. At the end of the term, textbooks will be collected according to **School Board** policy, and Dual Enrollment faculty will submit signed final grade rolls as required to the appropriate instructional division or **College** Registrar by the published deadline. The **College** will submit student transcripts to the respective high school guidance counselor.
7. The **College** will provide all faculty members a copy of course plans and objectives for the college course they are teaching, In addition, faculty shall be provided with information on additional requirement relating to Rule 6A-10.030, F.A.C., if applicable. All course objectives and identified competencies must be included in the course plan and covered per the syllabus during the term.

Faculty members will be required to submit a course syllabus which will be reviewed by the College prior to the start of each term. Content of the syllabus must meet the same criteria as required for all college courses offered by the College. The syllabus will be kept on file at the College. Each faculty member should also submit a faculty schedule which will include the days and times the college course(s) will be taught, as well as the faculty member's designated office hours.

8. The following curriculum standards for course content, syllabi, exams, and grades shall apply to college credit Dual Enrollment:
 - a. Dual Enrollment classes taught on the high school campus must meet all competencies expected and outlined in the postsecondary course plan. To ensure equivalent rigor with on-campus courses, the **College** shall be responsible for developing and providing a comprehensive end-of-course assessment or a series of expected learning outcomes in accordance with **SACSCOC**. Assessments shall be provided to the high school campus in a timely manner to ensure availability prior to scheduled administration dates.
 - b. Textbooks and instructional materials used in Dual Enrollment courses must be comparable with those used with other postsecondary courses at postsecondary institutions with the same course prefix and number. The **College** will advise the **School Board** of instructional material requirements as soon as it becomes available, but no later than one term prior to a course being offered.
 - c. Course requirements such as tests, papers, or other assignments for Dual Enrollment students must be at the same level of rigor or depth as those for non-Dual Enrollment postsecondary students. All faculty teaching Dual Enrollment courses must observe the **College** procedures and deadlines for submission of grades in the appropriate format. All faculty members will be advised of the **College**-wide grading guidelines prior to teaching a Dual Enrollment course.
 - d. The **School Board** will ensure there are minimal interruptions of instructional time. A student shall lose eligibility to participate in the Dual Enrollment Program if a student is being disruptive to the learning process, such that the progress of other students and the efficient administration of the course are hindered. Dual Enrollment courses may not be combined with other high school courses, except in accordance with Section 1007.272, Florida Statutes.

E. COST

1. A student who is enrolled in a dual enrollment or early admission program through a public postsecondary institution or state university is exempt from the payment of tuition and fees, pursuant to s. 1009.25, F.S. The fee exemption includes application, registration, tuition, and laboratory fees for courses taken through dual enrollment.
2. For dual enrollment courses offered on a public postsecondary institution campus, the **School Board** pays the standard rate of tuition per credit hour from the Florida Education Finance Program (FEFP). Currently, the standard rate of tuition at a public postsecondary

institution is **\$71.98** per credit hour. This cost is associated with dual enrollment students taking classes on the **College** campus and/or taking online classes through the **College**.

3. For dual enrollment courses offered on the high school campus by college faculty, the **School Board** must reimburse the **College** for costs associated with the proportion of salary and benefits to provide instruction. When dual enrollment courses are provided on the high school campus by a high school teacher, the **School Board** is not responsible for payment to the **College**.
4. For dual enrollment students enrolled in programs leading to a career certificate or applied technology diploma, the standard rate of tuition currently is **\$2.33** per contact clock hour.
5. The **School Board** will only pay the standard rate of tuition from funds provided in the Florida Education Finance Program to the **College** during fall and spring terms. The **School Board** does not pay the **College** the standard rate of tuition during the summer terms, as FEFP funds are not provided to the **School Board** during the summer. This does not preclude the **College** from offering dual enrollment courses during the summer terms.
6. The board of trustees at the **College** shall establish, publish, collect, and budget student fees, and shall establish dates for paying fees. The dates shall be not later than the last day of the drop and add periods established by the board. When the **College** has a written promise of payment from business, industry, government unit, nonprofit organization, or civic organization, fees may be deferred as determined by the **College** Board of Trustees.
7. Various sponsors and agencies agree in writing to pay for a student's tuition, fees, books, and/or supplies. These agreements take the form of letters, purchase orders, memos of understandings, formal contracts and/or authorization documents which stipulate the education expense that the agency or sponsor will pay.
8. Students with funding for tuition and fees from sponsoring agencies or organizations must have a written authorization (verbal agreements are unacceptable) from the agency on file with the business office before the student's tuition and fees may be incurred. Once the authorization is on file, tuition, fees and book costs of the student will automatically be applied to the sponsor's account and an invoice generated to the sponsor for payment.
9. Charges for tuition, fees, books and supplies may be deferred and held in accounts receivable from the last day of any registration period up to sixty (60) days but not beyond the end of the class for those students for whom the **College** has received a written authorization for payment from a business, industry, governmental unit, nonprofit organization, or civic organization.
 - Faculty supplied by the **College** will be compensated directly by the **College** in accordance with the appropriate college salary schedule.

- The **School Board** shall provide Dual Enrollment instructional materials, including electronic access codes for textbooks, at the start of classes each semester, and accounting for Dual Enrollment instructional materials shall be accomplished as follows:
 - a. All instructional materials purchased under the Dual Enrollment Program shall be administered as provided in Section 1007.271, Florida Statutes.
 - b. Students shall return instructional materials at the end of each term as provided in **School Board** procedures.
 - c. Instructional materials will be stored according to **School Board** procedures, and shall be reissued to students during subsequent terms.
 - d. The sale of all instructional materials purchased under Section 1007.271, Florida Statutes, will be in accordance with state guidelines for the disposal of such materials.
 - e. The proceeds from the sale of such instructional materials will be used to purchase instructional materials for public school students.
 - f. The selection of textbooks and instructional materials for college courses is the responsibility of the full-time **College** faculty. The faculty always seeks to adopt the most effective instructional materials, changing textbooks only to improve these materials. Faculty will have no control over publishers' edition changes and in such cases usually allow students to use the previous edition of the textbook.
 - g. Textbooks and associated electronic access codes must be purchased by the **School Board** each term. **College** textbook vouchers should not be used to purchase miscellaneous consumable materials or supplies for students. Aware of rising textbook costs, and noting that the average life of a textbook adoption presently approximates three years, the faculty will make every effort to continue to use adopted textbooks as long as they believe them to be the best available. A *Textbook Approval Form* has been adopted so a department and/or instructor can request a change in textbook, which the **College** Textbook Committee will review to approve or disapprove. However, the **College** does not guarantee that an adopted textbook will remain in service for a stated period of years.
 - h. Any other financial consideration shall be as required by current state law or as amended as such.

F. ENROLLMENT PROCEDURES

1. The Director of Enrollment Management and Director of Student Engagement shall coordinate the admission of Dual Enrollment students.

2. The **College** will provide academic advisement services regarding the **College's** educational programs to students participating in the Program.
3. All students must complete a **College** Dual Enrollment/Early Admission Application for Admission form by the dates listed above in Students Eligibility Criteria, B2(d) along with provide a letter of release from the District college to be considered for the program.
4. Students will register for classes on the website with approval from the high school counselors.
5. Completion of the Dual Enrollment registration by the high school representative will constitute recertification of the student's Dual Enrollment eligibility.
6. Students seeking academic modifications due to a disability are required to register with the Disability Services Office (DSO). They should make an appointment to meet with the college Coordinator of Disability Services and provide recent, relevant and comprehensive documentation from an appropriate health care provider or professional. While an Individualized Educational Plan may be provided (IEP) and 504 Plan are not generally considered adequate documentation, services may be provided to support accommodations received at the High School. The College and High School will work in cooperation to provide the appropriate services the student will need based on the delivery mode of the course (i.e., classroom, online, hybrid).
7. The **College** Dual Enrollment course report will be provided to the high schools for textbook review.
8. The student must complete all sections of entry-level examinations required per Section 1008.30, Florida Statutes and the **College**. Students must satisfy the college preparatory testing requirements of Rule 6A-10.0315, F.A.C., which is hereby incorporated by reference. Students, who have been identified as deficient in basic competencies in one of the areas of reading, writing, or mathematics, as determined by scores on a postsecondary readiness assessment, shall not be permitted to enroll in college credit courses in curriculum areas precluded by the deficiency. Students may enroll in college credit courses that are not precluded by the deficiency; however, students may not earn more than twelve (12) college credit hours prior to the correction of all deficiencies. All three scores are required beyond 12 credits earned.
9. Students making any schedule changes must have approval by the high school counselor and the **College** Director of Student Engagement, and deliver it and the textbooks to the individual specified by **School Board** procedure. Note: If a student withdraws from high school courses in their school district, the high school counselor must also complete withdrawal paperwork for any college Dual Enrollment courses in which the student was enrolled. An exception to this could be made if a student requests to continue in the college course(s), and the student's new school district high school principal or his/her designee provides written permission to the **College**. *No student may withdraw from a course for any reason after the withdrawal deadline (determined by the Critical Dates Calendar).*

10. Students who register for classes are responsible for their grades associated with those classes. Students who decide not to attend or wish to withdraw from a class are responsible for dropping or withdrawing from the class by the appropriate published date. Students who have been reported by their instructor as never attending during the first and second week of the add/drop period will be automatically dropped from their classes when course section rosters are returned to the **College** Registrar's office by the third week of the semester. Notification of any dual enrollment student dropped by the Registrar's Office will be sent to the Director of Student Engagement, who will then notify the high school guidance counselor immediately. Any student not withdrawn from a course by the published date will remain officially registered and will be assigned an earned letter grade at the end of the semester.
11. Students will be permitted to use ACT or SAT scores for placement into college-level courses. Students who place into Pre-Calculus (MAC 1140) or higher through ACT or SAT scores are required by the **College** to complete the Math sub-test of the PERT (Postsecondary Education Readiness Test) for placement.
12. Dual Enrollment students shall be subject to all **College** policies and procedures that apply to other students. As with all students, official final high school transcripts must be on file with the **College** Admissions Office prior to students being admitted as standard students. Summer A admission after the students last eligible term as DE will only be granted under certain special circumstances which will be reviewed by the Director of Student Engagement. Students will need to complete a Standard Application, Residency Declaration form, and a letter from the High School stating the student will be graduating from High School will need to be brought to Enrollment Services to convert the student for Summer A. Enrollment for Summer A will be granted to those students that will be graduating with a degree after completion of the term. Students not completing a degree will be admitted for Summer B when we receive their official High School transcripts.
13. Students must conform to all Dual Enrollment policies and procedures established by their high schools. All statutory requirements must be met prior to any student continuing in the program. SLS 1501 is a General Education social science course required for all students earning an AA degree. This course must be taken within a student's first year in the Dual Enrollment Program.
14. Students are not permitted to enroll in independent study courses except for special circumstances. Special circumstances are to be determined by the appropriate **College** Vice-President.

G. TRANSPORTATION

The student shall be responsible for providing transportation if the Dual Enrollment instruction is conducted at a facility other than the high school campus.

Dual Enrollment Program Code of Academic Ethics

The faculty of FGC is committed to a policy of honesty in academic work. Conduct which may be subject to administrative and/or disciplinary penalties, up to and including suspension or expulsion, includes:

1. **Dishonesty** is cheating of any kind with respect to examinations, course assignments, or illegal possession of examination papers. If you help another student cheat, you will be subject to the same penalties as the student who is assisted.
2. **Plagiarism** is the deliberate use and appropriation of another's work without identifying the source and then passing off such work as your own. If you fail to give full credit for ideas or materials taken from another, you have plagiarized.

In case of dishonesty or plagiarism: The instructor will take academic action consistent with college policy that may result in loss of credit for a specific course and removal from the Dual Enrollment Program. The student will be required to meet with the Associate Dean for review.

Dual Enrollment Program Code of Conduct

1. Attendance at FGC is a privilege, and to maintain the college ideals of scholarship and character development, the right is reserved to withdraw any student at any time for any reason deemed sufficient, and the student concedes this right to the college.
2. Each registered student assumes the responsibility to become familiar with and to abide by the general regulations and rules of conduct of the college.
 - Disruptive behaviors, if they take place on our campus or at our off-campus college centers, may lead to suspension or dismissal from the college.
 - Any of the following violations may constitute a form of disruptive behavior:
 - Cheating in any form
 - Deliberate interference with the rights of others
 - Behavior that intentionally acts to impair, interfere with, or obstruct the orderly conduct, processes, and functions of the college. This applies to acts conducted at our college campus or any off-campus college center.

SECTION II

DUTIES OF THE ARTICULATION COMMITTEE

1. The Articulation Committee will be composed of school district administrators and guidance counselors representing the five county district area, **College** administrators, and the **College** Dual Enrollment Coordinator.
2. The Articulation Committee shall meet at least twice a year.
3. The committee shall prepare the Dual Enrollment Articulation Agreement.
4. The committee shall develop mechanisms and strategies for reducing the incidence of postsecondary remediation in math, reading, and writing for first-time enrolled recent high school graduates based upon the findings in the Postsecondary Readiness for College Report produced pursuant to 1008.37 Florida Statutes.
5. The committee annually shall analyze and assess the effectiveness of the mechanisms toward meeting the goal of reducing postsecondary remediation needs.
6. The Committee shall annually present to the **College** Board of Trustees and to the District **School Board** the results of this assessment via the Vice President.

(See Appendix Four for 2019 - 2020 plan of strategies and mechanisms for reducing the incidence of postsecondary remediation in math, reading, and writing for first time enrolled recent high school graduates.)

SECTION III

INITIATION OF COURSES

It is agreed that neither the **College** Board of Trustees nor the District **School Board** shall initiate a program or course that is not part of a program, until such has been incorporated into this Dual Enrollment Articulation Agreement.

SECTION IV

ACCOUNTABILITY & ASSESSMENT

These provisions shall not prevent a Board assigned responsibility for one or more of these programs from developing joint programs or contracting for specific instructional services with another Board or agency, subject to review by the two local education agencies.

For each of these programs, all related enrollment projections, FTE reports, cost analyses, and other elements required for the allocation of funds shall be the sole responsibility of the assigned board unless herein indicated.

The following accountability and assessment standards shall apply to college credit Dual Enrollment:

The **College** shall analyze student performance in Dual Enrollment to ensure the level of preparation and future success is comparable with non-Dual Enrollment students. Analyses and recommendations shall be shared and reviewed with the principal and **School Board**.

The **School Board** shall analyze course and instructor evaluations for Dual Enrollment courses on the high school campus. Analyses and recommendation shall be shared and reviewed by both the **College** and **School Board**.

Any course, discipline, college, or system-wide assessment that the **College** requires in non-Dual Enrollment sections of a course shall also be used in all Dual Enrollment sections of the course.

The **College** shall compare student performance, to include final grade and exam, of Dual Enrollment course offerings on the high school campuses and college campuses to ensure that results are comparable to non-Dual Enrollment sections. Results will be made available to the principal, local school district; the **College** president; and DOE.

SECTION V

**Administration of the Florida
Postsecondary Education Readiness Test to
Public High School Students**

Purpose of Agreement

The purpose of this Agreement is to establish specifications for a testing program for the purpose of supporting the high school students as allowed by the provisions of Rule 6A-10.0315, FAC, and Title: XLVIII, Chapter 1008.30 (3) FS K-20 Education Code, between Florida Gateway College and the School Board.

A. PURPOSE OF TESTING PROGRAM

The purpose of the testing program is to provide the high school students with information and materials designed to meet testing needs of the students in preparing them or to determine the need for remedial instruction prior to enrolling in postsecondary education courses, counseling concerning future college and career planning, and eligibility for Dual Enrollment and Gold Seal Scholarships.

Per State Board Rule 6A-10.0315, F.A.C., Florida high schools will administer the PERT. The **College** will provide TABE testing for the high school students at no cost to the student or the **School Board**. The **College** will continue to support this effort by on-line practice tests, learning modules, and e-books for test preparation.

For testing at the high school, the **School Board** will:

1. be responsible for informing students about the test administration
2. make any unusual test site accommodations for disabled students.

For testing at the **College** test center, the **School Board** will:

1. notify students requesting ADA accommodations for TABE testing to contact the Disability Services Office (386-754-4393) prior to making a testing appointment.
2. provide documentation needed for testing in the **College** test center.

B. RETESTING

High school students who do not have the required scores on the ACT or SAT subtests to be placed in college-level courses need to contact their guidance office about taking the P.E.R.T. test. If the student elects to take the TABE test at the **College**, they will be required to obtain a form/letter from the high school certifying they are eligible to test at the **College**. Students are permitted to test two times per term for eligibility.

P.E.R.T. records and test scores are considered confidential educational records under Section 1002.221, F.S. The **College** shall accept the test scores from the public high school transcript as an official record of scores and comply in maintaining confidentiality of these records.

SECTION VI

EFFECTIVE DATE

This resolution and the policies and allocation of responsibility shall be effective upon being signed by the District Superintendent and the **College** President, but shall be executed before registration for the fall term of the following school year. Additions and deletions may be made at any time upon the mutual agreement of the **College** President and the District Superintendent. Courses and programs are to be incorporated into the agreement before instruction begins.

This Agreement shall be valid for the 2019 – 2020 academic school year.

This agreement will be in effect from July 1, 2019 to June 30, 2020 and may be renewed annually upon mutual written consent of both parties.

IN WITNESS WHEREOF, the **School Board** of Suwannee County and the District Board of Trustees of the **College** have adopted this agreement and caused it to be executed in accordance with Section 1001.64-1001.65, Florida Statutes Dual Enrollment Articulation Agreements.

Date

President, Florida Gateway College

Date

Chairperson, Suwannee County School Board

Date

Superintendent, Suwannee County School District

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

APPENDIX ONE

DUAL ENROLLMENT ADMISSIONS REQUIREMENTS

Florida Statute 1007.271(7) states:

Career dual enrollment shall be provided as a curricular option for secondary students to pursue in order to earn industry certifications adopted pursuant to s. 1008.44, which count as credits toward the high school diploma. Career dual enrollment shall be available for secondary students seeking a degree and industry certification through a career education program or course. More information can be found at Florida Department of Education, Career Dual Enrollment.

DUAL ENROLLMENT APPROVED COURSES

There are hundreds of rigorous courses available to students through dual enrollment. The *Dual Enrollment Course—High School Subject Area Equivalency List*, which is updated annually and approved by the Articulation Coordinating Committee (ACC) and the State Board of Education, is a tool that identifies dual enrollment courses guaranteed to satisfy specific high school graduation subject area requirements.

Additional dual enrollment courses that are not included on the *Dual Enrollment Course—High School Subject Area Equivalency List* may be offered. Any dual enrollment course not on the equivalency list must count, at a minimum, as an elective toward high school graduation. There is no explicit limitation in statute regarding the number of high school elective credits a student may earn through dual enrollment. However, the **School Board** is not prohibited from granting subject area credit for those courses not included on the list, if appropriate.

*Note: Current law allows for any course in the Statewide Course Numbering System, with the exception of developmental education, physical education skills, and recreation courses, to be offered as dual enrollment courses.

DUAL ENROLLMENT SCHEDULING OF COURSES

Florida Gateway College is continuing to be proactive in developing new courses. However, the availability of Florida Gateway College programs and course offerings are contingent upon student interest and demand.

DUAL ENROLLMENT APPROVED PROGRAMS

The DE Approved Programs of Study are:

Associate in Arts (A.A.): Freshman and sophomore years of a four-year bachelor degree comprised of general education and elective courses. Intended for students wishing to transfer to an upper division college.

Program	Credits	Program Code	Separate Program App
Associate in Arts, A.A.	60	LIBA	-

Associate in Science (A.S.): Two-year degree designed for students to enter careers in business, health, technical, industrial or public service fields. Some A.S. programs also transfer to colleges and universities for further degree opportunities.

Program	Credits	Program Code	Separate Program App
Biotechnology, A.S. (<i>partnership with SFC</i>)	4	BIOT	-
Business Administration, A.S.	6	BAVM	-
Computer Information Technology, A.S.	6	CITN	-
Computer Programming and Analysis, A.S.	6	CPVM	-
Criminal Justice Technology, A.S.	6	CRJL	-
Digital Media and Design, A.S.	6	DMDA	-
Early Childhood Education, A.S.	6	EECE	-
Emergency Medical Services Technology, A.S.	7	EMSD	Yes
Environmental Science Technology, A.S.	6	ENST	-
Health Information Technology, A.S.	7	HIMT	-
Respiratory Care, A.S. (<i>partnership with SFC</i>)	1	RCTT	-
Veterinary Technology, A.S. (<i>partnership with SPC</i>)	2	VETT	-

Pre-requisites for the following AS programs may be completed within the DE program when declared as an AA	Credits	Program Code	Separate Program App
LPN to RN Bridge: Fast-Track Part-Time. A.S.	7	BRFD	Yes
LPN to RN Bridge: Traditional Full-Time. A.S.	7	BRTD	Yes
Physical Therapist Assistant. A.S.	7	PTAD	Yes
Registered Nursing. A.S.	7	NRVD	Yes

Applied Technology Diploma (A.T.D.): Occupational training programs that lead to employment in a specific career fields and transfers to an A.S. degree.

Program	Credits	Program Code	Separate Program App
Medical Coder/Biller, A.T.D.	3	MCDG	-

College Credit Certificate: Programs that are generally one year or less and designed for students wishing to quickly transition from education into work.

Program	Credits	Program Code	Separate Program App
Accounting Technology	2	ACGC	-
Business Management	2	SBMD	-
Child Care Center Management	1	CCCM	-
Competency Based Teacher Certification	2	CBTC	Yes
Computer Office Specialist with Programming	1	COSP	-
Computer Support Specialist with Programming	3	CSSP	-
Emergency Medical Technician	1	EMBD	Yes
Horticulture	1	HORT	-
Network Infrastructure	2	CSNI	-
Paramedic	4	PARD	Yes
Video Game Design	2	CGAC	-
Water Quality Technician	1	WOTC	-

Occupational Certificate: Clock hour programs that lead to professional licenses or certifications.

Program	Age Restriction	Credits	Program Code	Separate Program App	High School Required
Commercial Heating and Air Conditioning Tech	16	4	ACRV	-	-
Firefighter Minimum Standards	18	14.6	FIRF	Yes	Yes
Welding Technology	16	3	WTVC	-	-

APPENDIX TWO

DUAL ENROLLMENT ELIGIBLE TEST SCORES

Test Type	Reading	Writing	Math
PERT	106+	103+	114+
ACT	19+	17+	19+
SAT	24+	25+	24+

Note:

Before student accumulates 12 college credit hours, a student must pass ALL section of a college placement test (Reading, Writing and Math) to be eligible for the Dual Enrollment program.

TEST OF ADULT BASIC EDUCATION GRADE LEVEL REQUIREMENTS

The students in the following programs must be tested using the TABE and achieve these specified skills levels or be remediated until meeting the required grade level equivalents on retests: The required grade level equivalent on the TABE, which must be achieved for each certificate program, is as follows:

PROGRAM	CODE	Score Requirement			Level
		READ	MATH	LANG	
Air Conditioning & Heating Technology	ACRV	576	627	584	D
Welding Technology Basic Welding Technology Advanced	WTVC AWTC	576	596	584	D
Firefighter / EMT	FFEA	597	627	608	A

Florida Gateway College is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award baccalaureate and associate degrees. Contact the Southern Association of Colleges and Schools Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call 404-679-4500 for questions about the accreditation of Florida Gateway College.

FGC will adhere to all applicable federal, state, and local laws, regulations, and guidelines with respect to providing reasonable accommodations as required to afford equal educational opportunity. Students may obtain further assistance and information by calling the Coordinator of Disability Services, at (386) 754-4215. The Disability Services Office is located in Building 014, Room 102, 149 SE College Place, Lake City, Florida 32025.

Florida Gateway College does not discriminate in education or employment related decisions on the basis of race, color, ethnicity, national origin, gender, religion, disability, age, marital status, genetic information, sexual orientation, pregnancy, or any other legally protected status in accordance with the law. The equity officer is Sharon Best, Executive Director of Human Resources, 149 SE College Place, Lake City, FL 32025, and may be reached at (386) 754-4313.

FGC is an Equal Access/Equal Opportunity Institution.

**FLORIDA GATEWAY COLLEGE AND
SUWANNEE COUNTY SCHOOL DISTRICT-Out of District**

2018-2019

2019-2020

DUAL ENROLLMENT ARTICULATION AGREEMENT

SECTION I

WHEREAS, Florida Gateway College, hereafter referred to as the **College**, and the **SUWANNEE Suwannee** County School District, hereafter referred to as the **School Board**, subscribe to the educational philosophy and policy that each individual student should have the maximum opportunity to enhance his/her learning opportunities in courses suited to his/her educational, career, and personal needs, and

WHEREAS, Section 1007.27 and 1007.271, Florida Statutes specifies that a variety of articulated acceleration mechanisms be available for secondary school students attending Florida public or non-public schools, and Section 1001.64-1001.65, Florida Statutes, specify that dual enrollment articulation agreements shall be executed between college boards of trustees and district school boards within each college district, and shall establish an articulation committee, and

WHEREAS, the **College** and the **School Board** desire to implement the above statutes by creating opportunities for high school students to pursue college-level instruction, through an articulated acceleration program.

NOW THEREFORE, in consideration of the mutual promises stated herein, the parties agree to cooperate in the establishment, maintenance, and implementation of a Dual Enrollment program (the Program) between the **College** and the respective **School Board**. In implementing this Program, the parties agree to these general principles:

A. COURSE PROGRAM OFFERINGS

1. Articulation acceleration mechanisms shall include, but not be limited to. Academic Dual Enrollment, Career Dual Enrollment, Academic and Career Early Admissions, Advanced Placement, Credit by Examination, the International Baccalaureate program, and Career Pathways.

- a. **Academic Dual Enrollment:** Students in grades 6-12 qualify who are earning high school credit toward a high school diploma and college credit toward an associate or baccalaureate degree. Students may be part-time or full-time. The following are ineligible to be counted as Dual Enrollment:

1. 1) vocational preparatory instruction;
2. 2) college preparatory ~~instruction~~ instruction;
3. 3) other forms of pre-college instruction;
4. 4) physical education and recreation students who focus on physical execution of skill rather than the intellectual attributes of the activity; and
5. 5) courses not creditable toward a high school diploma.

Unless the student has successfully completed the entry level examination required by Section 1008.30, Florida Statutes, the student will be ineligible for enrollment in college credit mathematics or English courses, or any courses for which college credit English, reading or math is a prerequisite.

- b. **Career Dual Enrollment:** Students in grades 6-12 qualify who are seeking a degree and industry certification through a career education program or course. The student is also earning industry certifications adopted pursuant to s. 1008.44, Florida Statutes (F.S.), which count toward the high school diploma. Students may be part-time or full-time in career Dual Enrollment.
- c. **Early Admissions:** ~~This is a form~~ Form of dual enrollment permitting high school students to enroll in college or career courses on a full-time basis. Students who qualify will earn both high school and college/career credits for courses completed. Participation in the ~~career~~ early admission program shall be limited to students who have a minimum of four (4) semesters of full-time secondary enrollment, including studies undertaken in the ninth grade.
- d. **Credit by Examination:** Students will be eligible for college credit based on the receipt of a specified minimum score on a nationally standardized general or subject area examination.
- e. **The International Baccalaureate Program:** Secondary students will be eligible who are enrolled in a program of studies offered through the International Baccalaureate Office at their high school. College credit will be awarded as ~~determined~~ determined by the **School Board** and the **College** Board of Trustees.
- f. **Career Pathways Program:** Secondary students in grades 9-12 are eligible to participate in the Career Pathways Program. The promotion of the program and the revision of Career Pathways Articulation Agreements is a collaborative effort between all the consortium partners. Guidance counselors register students in an articulated, sequential program of study (including a technical component), which leads to continued study at the postsecondary level. Career Pathways programs consist of four years of high-level academic and technical courses at the high school level, articulated (or connected) with continued high-tech training in college, often resulting in an industry level certification. Students prepare for postsecondary training by following a program of study as outlined in the Career Pathways Articulation Agreements between the **School Board** and the **College**. Per the Gold Standard Career Pathways Articulation Agreements of Industry Certification to AAS/AS Degree in 2013, high school students successfully completing the high school portion of the

~~Career Pathways Program can earn college credits which may be used in a declared AS Program of Study through Industry Certification or "credit by examination." They may also receive preferential admission to selective college programs. After a student meets all~~

Career Pathways Program can earn college credits which may be used in a declared AS Program of Study through Industry Certification or "credit by examination." They may also receive preferential admission to selective college programs. After a student meets all criteria outlined in the Career Pathways Articulation Agreement, including successful completion of 12 hours of regular college credit (not including prep courses), he/she can request that the credit be added to their college transcript by completing the Request for Career Pathways Credit form and returning it to the Career Pathways Coordinator. Please refer to ~~http://www.fldoe.org/workforce/dwdframe/artic-indeert2as.asp~~ the Florida Department of Education web site for more information. The **College** Career Pathways Coordinator is the coordinator of the Career Pathways Articulation Agreements.

2. In mutual consideration thereof, both parties to the agreement contained herein agree to the following conditions:
- a. The **College** shall offer college level courses that meet the requirements of Section 1007.27 and 1007.271, Florida Statutes, with the exclusion of physical education and recreation courses, where sufficient high school facilities exist and are made available.
 - b. The **College** shall award credit for student completion of a Dual Enrollment and Advanced Placement course based on the stated preference of the student, as either Dual Enrollment or Advanced Placement credit. No student shall claim double credit based on the completion of a single joint Dual Enrollment and Advanced Placement course.
 - c. Courses offered for dual credit will be determined by mutual agreement between the **College** and the **School Board** and displayed in this agreement.
 - d. Special request courses and the addition of classes offered for each academic year shall be designated in a letter(s) of understanding between the **School Board** Superintendent of Schools and the **College** President. The classes will be scheduled whenever possible to assure maximum publicity prior to fall and spring registration.
 - e. The **College** courses are complementary to the high school curriculum, and no unnecessary duplication will occur.
 - f. The **School Board** shall be responsible for incorporating all Dual Enrollment courses within the District "Student Progression Plan."
 - g. Dual Enrollment courses will utilize the common course designation and numbering system approved by the Florida Department of Education (DOE).
 - h. The **College** shall ~~determine~~ determine course content in accordance with the Southern Association of Colleges and Schools Commission on Colleges (**SACSCOC**) criteria and select instructional materials. The high school will use course syllabi provided by the **College** for all Dual Enrollment courses.

While appropriate for college-level discussions study, course materials and class discussions may reflect topics not typically included in secondary courses which some parents may object to for minors. Courses will not be modified to accommodate variations in student age and/or maturity.

- i. Parties to this agreement will certify in writing that courses operated under this agreement will, when successfully completed, be accepted toward high school graduation on the basis that three college credits will equal one-half high school credit, except those designated otherwise by the Articulation Coordinating Committee of the Florida Department of Education and awarded college credits, none of which shall be remedial, preparatory or developmental. The High School is responsible to review high school progression and may need to submit documentation to the College upon request.
- j. Unless prohibited by statute or rule, nothing in this agreement shall prevent students in the districts from enrolling in regular college credit or career certificate classes, which do not carry high school credit, conducted by the **College**. Students in this category shall file regular college admissions applications and shall be responsible for their own tuition, books, and other expenses as a standard student.
- k. Pursuant to s. 1007.271, F.S., Dual Enrollment students may enroll in courses offered by the **College** during school hours, after school hours, and during the summer terms unless prohibited by **School Board** policy. Dual enrollment courses may be available online, on the high school campus, on the college campus, or at the college centers.
- l. The **College** shall designate the Dual Enrollment Director of Student Engagement to coordinate the Dual Enrollment Program. The director, in conjunction with the high school counselor, will ensure that each student will make a selection of courses to meet degree requirements, including approved program prerequisite courses. This effort is to improve articulation and minimize excess credit hours. In addition, pursuant to s. 1007.23, F.S., a dual enrollment student entering college in 2013-2014 and thereafter, seeking an associate of arts degree, will indicate a baccalaureate degree program offered by their institution of interest by the time they have earned 30 semester hours. The dual enrollment director at the College shall inform the student. It is the student's responsibility to be informed of the prerequisites for the baccalaureate degree program offered by their institution of interest.

NOTE: Section 1001.7065, F.S., allows that a preeminent university may require its incoming first-time-in college students to take a 9-credit to 12-credit set of courses specifically determined by the state university. The state university may require that they be taken at the specific state university involved and that credit for any such required courses cannot be fulfilled through any acceleration, transfer, or other similar mechanism.

- m. The **College** will provide electronic student transcripts at the end of each term to the respective high school guidance counselors to aid in ~~determining~~ determining continued student eligibility.
- n. The **College** will provide a transcript with a letter grade. Letter grades awarded by the **College** at the end of each semester are: A, B, C, D, F, I, or W. Any letter grade below a "C-" will not count as credit toward satisfaction of the Gordon Rule graduation requirement and the requirement in Rule 6A-10.030; however, all grades are calculated in a student's GPA and will appear on the college transcript. Any student earning a D, F or W in a course will be permitted to repeat the same course under the Dual Enrollment Program one time for grade forgiveness. Any student receiving a "D.F. or W" in a course or F in a course will need to sit out one major term (Fall/Spring)

and will be required to repeat the course the next eligible term and will only be permitted to take this one course. All grades, including "W" for withdrawal, count as course attempts and become part of the student's college transcript; they may affect subsequent postsecondary admission. **If the student receives a second 'W' or 'F' in any course, dual enrollment eligibility will end. If a student makes the two in one term, eligibility for Dual Enrollment will end.** No late withdrawals will be accepted if they were not received in the Dual Enrollment office by the deadline stated in the academic calendar. If a student experiences a unique case, these will be presented to the Vice President of Enrollment Management and Student Affairs and the Director of Dual Enrollment for exception to the policy with requested documentation. Academic Calendar for Dual Enrollment Students.

en. Section 1007.271(18), F.S., states that "school districts and Florida College System institutions must weigh dual enrollment courses the same as advanced placement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated. Alternative grade calculation or weighting systems that discriminate against dual enrollment courses are prohibited."

pe. This provision relating to GPA weighting includes all dual enrollment courses, including career education courses. In addition, there should be no differentiation between the weighting of 1000 and 2000 level courses or courses that do not appear on the *Dual Enrollment Course—High School Subject Area Equivalency List*.

eo. Students taking Dual Enrollment classes taught by College faculty are required to follow the College Code of Academic Ethics and Code of Conduct outlined in the 2018-2019 *FGC Student Handbook*. (Page 15 of the articulation agreement pertains specifically to dual enrollment students). current FGC Student Handbook.

ep. The College and high school will schedule an information-infonnation and orientation session to inform-infonn students and parents about opportunities to participate in the Dual Enrollment Program. At least two weeks prior, the College and high school will collaborate in formulating the agenda for this information-infonnation session.

B. STUDENT ELIGIBILITY CRITERIA

1. The Board shall identify the students qualified for participation in the Dual Enrollment Program. Students must demonstrate academic capabilities to pursue college level instruction.
2. In order to be eligible for participation in the Dual Enrollment Program, a student must:
 - a. be in grades 6-12;
 - b. No student will be eligible to enroll into classes through the Dual Enrollment Program beyond their 19th birthday.
 - c. have a minimum ACT/SAT/PERT/TABE test score as established by the College. As specified in Section 1008.30, Florida Statutes, students who do not achieve the minimum test score in basic computation and communication (English and reading) skills areas cannot take college credit courses in mathematics and English respectively or any courses for which college credit English, reading or math is a prerequisite. **All three sections must have eligible test scores to continue after 12 college credits are earned. Eligible Score sheets**

will be provided.

INFO ONLY

PERT		
a) Reading:	10	6
b) Writing:	10	10
c) Math:	11	4
ACT		
a) Reading:	19	
b) Writing:	17	
c) Math:	19	
SAT		
a) Reading:	24	
b) Writing:	25	
c) Math:	24	

- d. meet with the high school guidance counselor or **Board** designee, complete the Dual Enrollment/Early Admissions application form, and be approved to enroll by the Dual Enrollment-Director of Student Engagement. Dates will be posted at High Schools and College Critical Dates posted by the College. Application ~~forms~~ forms must be approved prior to the published college deadlines.

- e. complete the Dual Enrollment/Early Admissions registration forms by the end of the Add ¹/₂ Drop period for each term as listed in the Critical Dates Calendar published by the College.

The College will consider a request from the guidance counselors for dropping a course after the first week of classes. This will be done on a case-by-case basis and must be approved by the appropriate College vice president. If approved, the result will be a drop for the student, not a withdrawal.

- f. comply with the requirements specified in the County School District's "Student Progression Plan."

3. 3-For the Associate in Arts (A.A.) Degree Program the student must:

- a. ~~a.~~ have a minimum of 3.0 unweighted GPA GPA based on the 4.0 scale,

or

be recommended by the high school principal or designee, based upon evidence of the outstanding interests and aptitudes of the student, and with the concurrence of the College.

- b. register only for required or elective courses in the A.A. Degree Program.

4. For the Associate in Science (A.S.) Degree and College Credit Certificate programs the student must:

- a. have a minimum of 3.0 unweighted GPA based on a 4.0 scale,

or

be recommended by the high school principal or designee, based upon evidence of the outstanding interests and aptitudes of the student, and concurrence of the College.

- b. meet all program entrance requirements as stated in the College catalog.

- c. register only for courses in the A.S. degree program or electives approved by the College division administrator of the A.S. degree program to which the Dual Enrollment student has been admitted.

5. For Technical Certificate Programs and Applied Technology Diplomas (A.T.D.) the student must:
- a. have a minimum 2.0 unweighted GPA based on a 4.0 scale
 - or
 - be recommended by the high school principal or designee, based upon evidence of the outstanding interests and aptitudes of the student, and with the concurrence of the **College**.
 - b. meet all specific program entrance requirements as stated in the **College** catalog.

INFO ONLY

6. For Bachelor Degree Programs:

- a. ~~a)~~ Have successfully completed the associate's degree prior to admission into the Bachelor program
- b. ~~b)~~ No bachelor level courses can be taken prior to admission into the program

~~7. Exceptions to the above paragraphs 2, 3, 4, and 5 will be subject to careful examination of student qualifications by the high school counselor, principal, the appropriate College administrator, and Dual Enrollment Director.~~

7. ~~8.~~ The high school principal or designee will certify students eligible for Dual Enrollment. If students drop below a 2.0 cumulative **College** GPA, ~~it is at the discretion of the guidance counselor/designee to allow them one semester to achieve~~ the student will be ineligible for the Dual Enrollment program.

~~at least a 2.0 cumulative College GPA to maintain eligibility in the Dual Enrollment Program.~~

8. ~~9.~~ Students will be considered high school students for the purpose of student activities and student body privileges.

9. ~~10.~~ Dual Enrolled students will be issued a college I.D. and afforded all the privileges thereof.

10. ~~11.~~ If a student leaves your DE program/school, notify in writing as soon as possible the DE offices as the student account will need to be changed. ~~Same as if you get a new student and you would like to continue with DE. Written notification will be required to have the student in the DE program.~~

C. CALENDAR

1. The **College** shall select and schedule classes eligible for Dual Enrollment using the **College** calendar for classes taught outside the regular school hours.
2. During regular public school hours the **School Board** shall, with the concurrence of the **College**, select and schedule Dual Enrollment classes taught on the high school campus using the public school class and bell schedule and the **College** calendar.
3. The **School Board** and the **College** shall make reasonable efforts to avoid conflicts in scheduling.
4. The **College** agrees to conduct, if possible, ~~2~~ Dual Enrollment courses at the high school, using the school class and bell schedule and the **College** calendar.
5. All logistical and scheduling information regarding Dual Enrollment courses taught by high school teachers at the high school must be provided to the **College** ~~Dual Enrollment~~ Director of Student Engagement by the admissions application deadline in the Critical Dates Calendar published by the **College**. Special circumstances will be ~~determined~~ determined by the appropriate academic vice president. A representative from each high

school should contact the **College** with credentialed instructor name(s) and the course(s) each instructor will be teaching, as well as the specific days/times the course(s) will be taught.

INFO ONLY

D. DUAL ENROLLMENT FACULTY

1. ~~1-~~ The staff will be selected on approval of the **College** and the high school principals from teachers employed at the high school or the **College**, who have filed college transcripts and applications with the **College**, and who meet the degree and certification requirements of the **College**, and pursuant to **SACSCOC**. These criteria apply to all faculty teaching postsecondary courses regardless of the physical location of the course being taught. The postsecondary institution awarding the credit shall ensure faculty teaching Dual Enrollment courses meet these qualifications. Preference will be given high school faculty as adjunct teachers for Dual Enrollment courses.
2. The **College** shall approve Dual Enrollment faculty and will provide them with a copy of the current faculty handbook. Faculty shall adhere to the professional guidelines, rules, and expectations therein. Faculty will also be provided with a current student handbook detailing information that includes, but is not limited to, add/drop and withdrawal policies, student code of conduct, grading policies, and critical dates. Dual Enrollment faculty shall verify that every student sitting in their college course is listed on their course section roster no later than the second week of each semester. The course section rosters must be signed by Dual Enrollment instructors and then faxed, emailed, or mailed to the **College** by the due date. Verbal confirmation or email confirmation will not be accepted. No student shall be ~~permitted~~ permitted to remain in a college class in which they are not enrolled. Faculty must adhere to the guidelines, rules, and expectations therein that apply to faculty.
3. The High Schools will notify the ~~Dual Enrollment Director of Student Engagement~~ of courses they will be offering on their campus for Dual Enrollment students. The course name/days/times will be emailed and the **College** will build the section. The course syllabus will be emailed to the ~~Director of Dual Enrollment Student Engagement~~ which shall include the course calendar identifying assignments, test dates and grading scale.
4. The **College** shall conduct an administrative evaluation of all faculty teaching Dual Enrollment students. This evaluation will be conducted by the appropriate vice president or designee.
5. The **College** shall also conduct student evaluations of Dual Enrollment faculty. This evaluation will be coordinated by the appropriate vice president or designee.
6. At the end of the term, textbooks will be collected according to **School Board** policy, and Dual Enrollment faculty will submit signed final grade rolls as required to the appropriate instructional division or **College** Registrar by the published deadline. The **College** will submit student transcripts to the respective high school guidance counselor.
7. The **College** will provide all faculty members a copy of course plans and objectives for the college course they are teaching. In addition, faculty shall be provided with information on additional requirement relating to Rule 6A-10.030, F.A.C., if applicable. All course objectives and identified competencies must be included in the course plan and covered per the syllabus during the term.

Faculty members will be required to submit a course syllabus which will be reviewed by the College prior to the start of each term. Content of the syllabus must meet the same criteria as required for all college courses offered by the College. The syllabus will be kept on file at the College. Each faculty member should also submit a faculty schedule which will include the days and times the college course(s) will be taught, as well as the faculty member's designated office hours.

8.8. The following curriculum standards for course content, syllabi, exams, and grades shall apply to college credit Dual Enrollment:

- a.** ~~a.~~ Dual Enrollment classes taught on the high school campus must meet all competencies expected and outlined in the postsecondary course plan. To ensure equivalent rigor with on-campus courses, the **College** shall be responsible for developing and providing a comprehensive end-of-course assessment or a series of expected learning outcomes in accordance with SACSCOC. Assessments shall be provided to the high school campus in a timely manner to ensure availability prior to scheduled administration dates. ~~Completed, scored exams will be returned to the College and held on file for one (1) year by the appropriate academic vice president.~~
- b.** Textbooks and instructional materials used in Dual Enrollment courses must be comparable with those used with other postsecondary courses at postsecondary institutions with the same course prefix and number. The **College** will advise the **School Board** of instructional material requirements as soon as it becomes available, but no later than one term prior to a course being offered.
- c.** Course requirements such as tests, papers, or other assignments for Dual Enrollment students must be at the same level of rigor or depth as those for ~~non-~~**non-**Dual Enrollment postsecondary students. All faculty teaching Dual Enrollment courses must observe the **College** procedures and deadlines for submission of grades in the appropriate format. All faculty members will be advised of the **College**-wide grading guidelines prior to teaching a Dual Enrollment course.
- d.** The **School Board** will ensure there are minimal interruptions of instructional time. A student shall lose eligibility to participate in the Dual Enrollment Program if a student is being disruptive to the learning process, such that the progress of other students and the efficient administration of the course are hindered. Dual Enrollment courses may not be combined with other high school courses, except in accordance with Section 1007.272, Florida Statutes.

E. COST

- 1.** A student who is enrolled in a dual enrollment or early admission program through a public postsecondary institution or state university is exempt from the payment of tuition and fees, pursuant to s. 1009.25, F.S. The fee exemption includes application, registration, tuition, and laboratory fees for courses taken through dual enrollment.
- 2.** For dual enrollment courses offered on a public postsecondary institution campus, the **School Board** pays the standard rate of tuition per credit hour from the Florida Education Finance Program (FEFP). Currently, the standard rate of tuition at a public postsecondary

institution is \$71.98 per credit hour. This cost is associated with dual enrollment students taking classes on the **College** campus and/or taking online classes through the **College**.

3. For dual enrollment courses offered on the high school campus by college faculty, the **School Board** must reimburse the **College** for costs associated with the proportion of salary and benefits to provide instruction. When dual enrollment courses are provided on the high school campus by a high school teacher, the **School Board** is not responsible for payment to the **College**.
4. For dual enrollment students enrolled in programs leading to a career certificate or applied technology diploma, the standard rate of tuition currently is **\$2.33** per contact clock hour.
5. The **School Board** will only pay the standard rate of tuition from funds provided in the Florida Education Finance Program to the **College** during fall and spring ~~terms~~semesters. The **School Board** does not pay the **College** the standard rate of tuition during the summer ~~terms~~semesters, as FEFP funds are not provided to the **School Board** during the summer. This does not preclude the **College** from offering dual enrollment courses during the summer ~~terms~~semesters.
6. The board of trustees at the **College** shall establish, publish, collect, and budget student fees, and shall establish dates for paying fees. The dates shall be not later than the last day of the drop and add periods established by the board. When the **College** has a written promise of payment from business, industry, government unit, nonprofit organization, or civic organization, fees may be deferred as determined by the **College** Board of Trustees.
7. Various sponsors and agencies agree in writing to pay for a student's tuition, fees, books, and/or supplies. These agreements take the ~~form~~form of letters, purchase orders, memos of understandings, formal contracts and/or authorization documents which stipulate the education expense that the agency or sponsor will pay.
8. Students with funding for tuition and fees from sponsoring agencies or organizations must have a written authorization (verbal agreements are unacceptable) from the agency on file with the business office before the student's tuition and fees may be incurred. Once the authorization is on file, tuition, fees and book costs of the student will automatically be applied to the sponsor's account and an invoice generated to the sponsor for payment.
9. Charges for tuition, fees, books and supplies may be deferred and held in accounts receivable from the last day of any registration period up to sixty (60) days but not beyond the end of the class for those students for whom the **College** has received a written authorization for payment from a business, industry, governmental unit, nonprofit organization, or civic organization.
 - Faculty supplied by the **College** will be compensated directly by the **College** in accordance with the appropriate college salary schedule.

• The School Board shall provide Dual Enrollment instructional materials, including electronic access codes for textbooks, at the start of classes each semester, and accounting for Dual Enrollment instructional materials shall be accomplished as follows:

- a. All instructional materials purchased under the Dual Enrollment Program shall be administered as provided in Section 1007.271, Florida Statutes.
- b. Students shall return instructional materials at the end of each ~~term~~ term as provided in **School Board** procedures.
- c. Instructional materials will be stored according to **School Board** procedures, and shall be reissued to students during subsequent terms.
- d. The sale of all instructional materials purchased under Section 1007.271, Florida Statutes, will be in accordance with state guidelines for the disposal of such materials.
- e. The proceeds from the sale of such instructional materials will be used to purchase instructional materials for public school students.
- f. The selection of textbooks and instructional materials for college courses is the responsibility of the full-time **College** faculty. The faculty always seeks to adopt the most effective instructional materials, changing textbooks only to improve these materials. Faculty will have no control over publishers' edition changes and in such cases usually allow students to use the previous edition of the textbook.
- g. Textbooks and associated electronic access codes must be purchased by the **School Board** each term. **College textbook vouchers should not be used** to purchase miscellaneous consumable materials or supplies for students. Aware of rising textbook costs, and noting that the average life of a textbook adoption presently approximates three years, the faculty will make every effort to continue to use adopted textbooks as long as they believe them to be the best available. A *Textbook Approval Form* has been adopted so a department and/or instructor can request a change in textbook, which the **College** Textbook Committee will review—to approve or disapprove. However, the **College** does not guarantee that an adopted textbook will remain in service for a stated period of years.
- h. Any other financial consideration shall be as required by current state law or as amended as such.

6F. ENROLLMENT PROCEDURES

- 1.1. The Director of Enrollment Management and ~~Dual Enrollment~~ Director of Student Engagement shall coordinate the admission of Dual Enrollment students.

2. The College will provide academic advisement services regarding the College's educational programs to students participating in the Program.
3. All students must complete a College Dual Enrollment/Early Admission Application for Admission form by the dates listed above in Students Eligibility Criteria, B2(d), along with provide a letter of release from the District college to be considered for the program.
4. Students will register for classes on the website with approval from the high school counselors.
 4. ~~By the dates listed above in Students Eligibility Criteria B2(d), all students must complete their registration for each term through their MyFGC account no later than the dates published in the Critical Dates Calendar.~~
5. The Completion of the Dual Enrollment registration by the high school representative will notify the Dual Enrollment Office if eligibility ends, immediately, in writing constitute recertification of the student's Dual Enrollment eligibility.
6. Students seeking academic modifications due to a disability are required to register with the Disability Services Office (DSO). They should make an appointment to meet with the college Coordinator of Disability Services and provide recent, relevant and comprehensive documentation from an appropriate health care provider or professional. While an Individualized Educational Plan may be provided (IEP) and 504 Plan are not generally considered adequate documentation, services may be provided to support accommodations received at the High School. The College and High School will work in cooperation to provide the appropriate services the student will need based on the delivery mode of the course (i.e., classroom, online, hybrid).
6. ~~Disability services—The Student Disability Office provides reasonable accommodations for qualified students with documented disabilities enrolled at FGC, regardless of location or instructional delivery format. The Student Disability Office and its designated representatives are available to advise students regarding eligibility for classroom and testing accommodations and other disability-related services. The process for obtaining a reasonable accommodation(s) is an interactive one that begins with the student's disclosure of disability and a request for a reasonable accommodation(s). The student has the responsibility to provide FGC with proper documentation of disability from a qualified physician or clinician who diagnoses disabilities and sets forth the recommended accommodation(s). Student requests for accommodations will be considered on an individual basis. Each student with a disability should contact the Office of Student Disability Services prior to the commencement of classes to discuss his or her needs.~~

Florida State Board of Education Rule 6A-10.041 authorizes reasonable course substitutions for any person who has a hearing impairment, visual impairment or a specific learning disorder. Substitutions will only be utilized in cases where the person's failure to meet the requirement is related to the disability and where the failure to meet the requirement does not constitute a fundamental alteration in the nature of the program.
7. The College Dual Enrollment course report will be provided to the high schools for textbook review.

~~To obtain more information from the Office of Student Disability Services, please call (386) 754-4393, email disability.services@fgc.edu, or visit our website at fgc.edu/students/student-resources/disability~~

services/

8. ~~7.~~The student must complete all sections of entry-level examinations required per Section 1008.30, Florida Statutes and the **College**. Students must satisfy the college preparatory testing requirements of Rule 6A-10.0315, F.A.C., which is hereby incorporated by reference. Students, who have been identified as deficient in basic competencies in one of the areas of reading, writing, or mathematics, as ~~determined~~ determined by scores on a postsecondary readiness assessment, shall not be ~~permitted~~ permitted to enroll in college credit courses in curriculum areas precluded by the deficiency. Students may enroll in college credit courses that are not precluded by the deficiency; however, students may not earn more than twelve (12) college credit hours prior to the correction of all deficiencies. No exceptions will be granted. ~~All scores must be received to continue beyond 12 college credits.~~ Students will be ~~permitted~~ to use ACT or SAT scores for placement into college-level courses. Students who place into Pre-Calculus (MAC 1140) or higher through ACT or SAT ~~All three scores are required by the College to complete the Math sub-test of the PERT (Postsecondary Education Readiness Test) for placement. (Refer to B-2-C)~~ beyond 12 credits earned.
- ~~9.~~ Students making any schedule changes must return textbooks to the individual
9. Students making any schedule changes must have approval by the high school counselor and the College Director of Student Engagement, and deliver it and the textbooks to the individual specified by School Board procedure. Note: If a student withdraws from high school courses in their school district, the high school counselor must also complete withdrawal paperwork for any college Dual Enrollment courses in which the student was enrolled. An exception to this could be made if a student requests to continue in the college course(s), and the student's new school district high school principal or his/her designee provides written permission to the **College**. *No student may withdraw from a course for any reason after the withdrawal deadline (determined by the Critical Dates Calendar).*

10. Students who register for classes are responsible for their grades associated with those classes. Students who decide not to attend or wish to withdraw from a class are responsible for dropping or withdrawing from the class by the appropriate published date. Students who have been reported by their instructor as never attending during the first and second week of the add/drop period will be automatically dropped from their classes when course section rosters are returned to the **College Enrollment Services Registrar's** office by the third week of the semester. Notification of any dual enrollment student dropped by the **Enrollment Services Office Registrar's Office** will be sent to the **Dual Enrollment Director of Student Engagement**, who will then notify the high school guidance counselor immediately. Any student not withdrawn from a course by the published date will remain officially registered and will be assigned an earned letter grade at the end of the semester.
11. Students will be permitted to use ACT or SAT scores for placement into college-level courses. Students who place into Pre-Calculus (MAC 1140) or higher through ACT or SAT scores are required by the College to complete the Math sub-test of the PERT (Postsecondary Education Readiness Test) for placement.
12. ~~11.~~ Dual Enrollment students shall be subject to all College policies and procedures that apply to other students. As with all students, official final high school transcripts must be on file with the College Admissions Office prior to students being admitted as standard students. Summer A admission after the students last eligible term as DE will only be granted under certain special circumstances which will be reviewed by the Director of Dual Enrollment Student Engagement. Students will need to complete a Standard Application, Residency Declaration form, and a letter from the High School stating the student will be graduating from High School will need to be brought to Enrollment Services to convert the student for Summer A. Enrollment for Summer A will be granted to those students that will be graduating with a degree after completion of the term. Students not completing a degree will be admitted for Summer B when we receive their official High School transcripts.
13. ~~12.~~ Students must conform to all Dual Enrollment policies and procedures established by their high schools. All statutory requirements must be met prior to any student continuing in the program. SLS 1501 is a general education General Education social science course required for all students earning an AA degree. The This course must be completed taken within a student's first year year in the Dual Enrollment Program and students must have eligible Reading and Writing scores to enroll.
- a. ~~PERT: Reading 106/Writing 103~~
 - b. ~~ACT: Reading 19/Writing 17~~
 - c. ~~SAT: Reading 24/Writing 25~~
14. ~~13.~~ Students are not permitted pennitted to enroll in independent study courses except for special circumstances. Special circumstances are to be determined determined by the appropriate College Vice-President.

G. TRANSPORTATION

The student shall be responsible for providing transportation if the Dual Enrollment instruction is conducted at a facility other than the high school campus.

Dual Enrollment Program Code of Academic Ethics

The faculty of FGC is committed to a policy of honesty in academic work. Conduct which may be subject to administrative and/or disciplinary penalties, up to and including suspension or expulsion, includes:

1. **Dishonesty** is cheating of any kind with respect to examinations, course assignments, or illegal possession of examination papers. If you help another student cheat, you will be subject to the same penalties as the student who is assisted.
2. **Plagiarism** is the deliberate use and appropriation of another's work without identifying the source and then passing off such work as your own. If you fail to give full credit for ideas or materials taken from another, you have plagiarized.

In case of dishonesty or plagiarism: The instructor will take academic action consistent with college policy that may result in loss of credit for a specific course and removal from the Dual Enrollment Program. The student will be required to meet with the Associate Dean for review.

Dual Enrollment Program Code of Conduct

1. Attendance at FGC is a privilege, and to maintain the college ideals of scholarship and character development, the right is reserved to withdraw any student at any time for any reason deemed sufficient, and the student concedes this right to the college.
2. Each registered student assumes the responsibility to become familiar with and to abide by the general regulations and rules of conduct of the college.
 - o Disruptive behaviors, if they take place on our campus or at our off-campus college centers, may lead to suspension or dismissal from the college.
 - o Any of the following violations may constitute a form of disruptive behavior:
 - Cheating in any form
 - Deliberate interference with the rights of others
 - Behavior that intentionally acts to impair, interfere with, or obstruct the orderly conduct, processes, and functions of the college. This applies to acts conducted at our college campus or any off-campus college center.

DUTIES OF THE ARTICULATION COMMITTEE

1. The Articulation Committee will be composed of school district administrators and guidance counselors representing the five county district area, **College** administrators, and the **College** Dual Enrollment Coordinator.
2. The Articulation Committee shall meet at least twice a year.
3. The committee shall prepare the Dual Enrollment Articulation Agreement.
4. The committee shall develop mechanisms and strategies for reducing the incidence of postsecondary remediation in math, reading, and writing for first-time enrolled recent high school graduates based upon the findings in the Postsecondary Readiness for College Report produced pursuant to 1008.37 Florida Statutes.
5. The committee annually shall analyze and assess the effectiveness of the mechanisms toward meeting the goal of reducing postsecondary remediation needs.
6. The ~~committee~~ Committee shall annually present to the **College** Board of Trustees and to the District **School Board** the results of this assessment via the Vice President.

(See Appendix Four for 2018—2019 - 2020 plan of strategies and mechanisms for reducing the incidence of postsecondary remediation in math, reading, and writing for first time enrolled recent high school graduates.)

SECTION III**INITIATION OF COURSES**

It is agreed that neither the **College** Board of Trustees nor the District **School Board** shall initiate a program or course that is not part of a program, until such has been incorporated into this Dual Enrollment Articulation Agreement.

ACCOUNTABILITY & ASSESSMENT

These provisions shall not prevent a Board assigned responsibility for one or more of these programs from developing joint programs or contracting for specific instructional services with another Board or agency, subject to review by the two local education agencies.

For each of these programs, all related enrollment projections, FTE reports, cost analyses, and other elements required for the allocation of funds shall be the sole responsibility of the assigned board unless herein indicated.

The following accountability and assessment standards shall apply to college credit Dual Enrollment:

The **College** shall analyze student performance in Dual Enrollment to ensure the level of preparation and future success is comparable with non-Dual Enrollment students. Analyses and recommendations shall be shared and reviewed with the principal and **School Board**.

The **School Board** shall analyze course and instructor evaluations for Dual Enrollment courses on the high school campus. Analyses and recommendation shall be shared and reviewed by both the **College** and **School Board**.

Any course, discipline, college, or system-wide assessment that the **College** requires in non-Dual Enrollment sections of a course shall also be used in all Dual Enrollment sections of the course.

The **College** shall compare student performance, to include final grade and exam, of Dual Enrollment course offerings on the high school campuses and college campuses to ensure that results are comparable to non-Dual Enrollment sections. Results will be made available to the principal, local school district, the **College** president, and DOE.

**Administration of the Florida ~~Postsecondary~~ Postsecondary Education Readiness Test to Public
High School Students**

Purpose of Agreement

The purpose of this Agreement is to establish ~~specifications~~ specifications for a testing program for the purpose of supporting the high school students as allowed by the provisions of Rule 6A-10.0315, FAC, and Title: XLVIII, Chapter 1008.30 (3) FS K-~~20-20~~ 20 Education Code, between Florida Gateway College and the School Board.

A. PURPOSE OF TESTING PROGRAM

The purpose of the testing program is to provide the high school students with information and materials designed to meet testing needs of the students in preparing them or to determine the need for remedial instruction prior to enrolling in ~~postsecondary~~ postsecondary education courses, counseling concerning future college and career planning, and eligibility for Dual Enrollment and Gold Seal Scholarships.

Per State Board Rule 6A-10.0315, F.A.C., Florida high schools will administer the PERT. The **College** will provide TABE testing for the high school students at no cost to the student or the **School Board**. The **College** will continue to support this effort by on-line practice tests, learning modules, and e-books for test preparation.

For testing at the high school, the **School Board** will:

1. be responsible for informing students about the test administration
2. make any unusual test site accommodations for disabled students.

For testing at the **College** test center, the **School Board** will:

1. notify students requesting ADA accommodations for TABE testing to contact the Disability Services Office (386-754-4393) prior to making a testing appointment.
2. provide documentation needed for testing in the **College** test center.

B. RETESTING

- a. ~~Test Voucher~~ completed by high school guidance office and initialed by the Dual Enrollment Office,
- b. ~~produce~~ official photo ID and
- c. ~~provide~~ Social Security Number.
- d. ~~If official photo ID isn't available, then the student will need to provide a notarized Alternate Student Identification form.~~

B. TEST SCHEDULE

Students should schedule testing through the FGC Test Center webpage.

C. ~~TEST SCHEDULE/CRITERIA/REPORTS~~

1. The Test Center requires the following documentation in order to administer tests: a. Test Voucher approved by the Dual Enrollment Office;

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- b. ~~produce official photo ID; and~~
- e. ~~provide Social Security Number;~~
- d. ~~If official photo ID isn't available, then the student will need to provide a notarized Alternate Student Identification form.~~
- e. ~~Students testing at the College will receive their scores upon completion of their test(s).~~

D. OTHER

~~When applying for admission to the College as a Dual Enrollment student, the applicant will be expected to provide the College with the most recent entry level test placement scores available but not older than two years.~~

E. RETESTING

High school students who do not have the required scores on the ACT or SAT subtests to be placed in college-level courses need to contact their guidance office about taking the P.E.R.T. test. If the student elects to take the TABE test at the College, they will be required to obtain a Test Voucher form/letter from the high school certifying they are eligible to test at the College and approved by the College. Students are permitted to test two times per term for eligibility.

P.E.R.T. records and test scores are considered confidential educational records under Section 1002.221, F.S. The College shall accept the test scores from the public high school transcript as an official record of scores and comply in maintaining confidentiality of these records.

F. ~~APPROVAL~~

This Dual Enrollment Articulation Agreement must be approved prior to implementation.

EFFECTIVE DATE

This resolution and the policies and allocation of responsibility shall be effective upon being signed by the District Superintendent and the **College** President, but shall be executed before registration for the fall term of the following school year. Additions and deletions may be made at any time upon the mutual agreement of the **College** President and the District Superintendent. Courses and programs are to be incorporated into the agreement before instruction begins.

This Agreement shall be valid for the ~~2018-2019~~ 2019 - 2020 academic school year.

This agreement will be in effect from July 1, ~~2018-2019~~ to June 30, ~~2019-2020~~ and may be renewed annually upon mutual written consent of both parties.

IN WITNESS ~~WITNESS~~ WHEREOF, the **School Board** of ~~SUWANNEE~~ Columbia County and the District Board of Trustees of the **College** have adopted this agreement and caused it to be executed in accordance with Section 1001.64~~=~~1001.65, Florida Statutes Dual Enrollment Articulation Agreements.



President, Florida Gateway College



President, Florida Gateway College

Date
Date



Chairperson, SUWANNEE County School Board

Chairper
son,
Suwanne
e County
School



Superintendent, SUWANNEE County School District

BY 

Board

Superintendent, Suwannee County School District

"Approved

"Approved as presented as to Form and Sufficiency

BY

Leonard J. ~~pietzen,~~
Dietzen, III Rumberger,
~~Kirk & Caldwell, P.P.~~

A.
AUG 28 2018

Date

AUG 28 2018

Date

Suwannee School
Board ~~Attorney~~ Attorney"

APPENDIX ONE

DUAL ENROLLMENT ADMISSIONS REQUIREMENTS

Florida Statute 1007.271(7) states:

Career dual enrollment shall be provided as a ~~curricular~~ curricular option for secondary students to pursue in order to earn industry certifications adopted pursuant to s. 1008.44, which count as credits toward the high school diploma. Career dual enrollment shall be available for secondary students seeking a degree and industry certification through a career education program or course. More information can be found at Florida Department of Education, Career Dual Enrollment.

DUAL ENROLLMENT APPROVED COURSES

There are hundreds of rigorous courses available to students through dual enrollment. The *Dual Enrollment Course—High School Subject Area Equivalency List*, which is updated annually and approved by the Articulation Coordinating Committee (ACC) and the State Board of Education, is a tool that identifies dual enrollment courses guaranteed to satisfy specific high school graduation subject area requirements.

Additional dual enrollment courses that are not included on the *Dual Enrollment Course—High School Subject Area Equivalency List* may be offered. Any dual enrollment course not on the equivalency list must count, at a minimum, as an elective toward high school graduation. There is no explicit limitation in statute regarding the number of high school elective credits a student may earn through dual enrollment. However, the **School Board** is not prohibited from granting subject area credit for those courses not included on the list, if appropriate.

*Note: Current law allows for any course in the Statewide Course Numbering System, with the exception of developmental education, physical education skills, and recreation courses, to be offered as dual enrollment courses.

DUAL ENROLLMENT SCHEDULING OF COURSES

Florida Gateway College is continuing to be proactive in developing new courses. However, the availability of Florida Gateway College programs and course offerings are contingent upon student interest and demand.

DUAL ENROLLMENT APPROVED PROGRAMS

The DE Approved Programs of Study are:

Associate in Arts (A. A.): Freshman and sophomore years of a four-year bachelor degree comprised of general education and elective courses. Intended for students wishing to transfer to an upper division college.

<u>Program</u>	<u>Credits</u>	<u>Program Code</u>	<u>Separate Program App</u>
<u>Associate in Arts, A.A.</u>	<u>60</u>	<u>LIRA</u>	

Associate in Science (A.S.): Two-year degree designed for students to enter careers in business, health, technical, industrial or public service fields. Some A.S. programs also transfer to colleges and universities for further degree opportunities.

<u>Program</u>	<u>Credits</u>	<u>Program Code</u>	<u>Separate Program App</u>
Biotechnology, A.S. (partnership with SFC)	4	BIOT	
Business Administration, A.S.	6	BAVM	
Computer Information Technology, A.S.	6	CITN	
Computer Programming and Analysis, A.S.	6	CPVM	
Criminal Justice Technology, A.S.	6	CRJL	
Digital Media and Design, A.S.	6	DMDA	
Early Childhood Education, A.S.	6	EECE	
Emergency Medical Services Technology, A.S.	7	EMSD	Yes
Environmental Science Technology, A.S.	6	ENST	
Health Information Technology, A.S.	7	HIMT	
Respiratory Care, A.S. (partnership with SFC)	1	RCTT	
Veterinary Technology, A.S. (partnership with SPC)	2	VETT	

Pre-requisites for the following AS programs may be completed within the DE program when declared as an AA

<u>Program</u>	<u>Credits</u>	<u>Program Code</u>	<u>Separate Program App</u>
LPN to RN Bridge: Fast-Track Part-Time, A.S.	7	BRED	Yes
LPN to RN Bridge: Traditional Full-Time, A.S.	7	RRTD	Yes
Physical Therapist Assistant, A.S.	7	PTAD	Yes
Registered Nursing, A.S.	7	NRVD	Yes

Applied Technology Diploma (A.T.D.): Occupational training programs that lead to employment in a specific career fields and transfers to an A.S. degree.

<u>Program</u>	<u>Credits</u>	<u>Program Code</u>	<u>Separate Program App</u>
Medical Coder/Biller, A.T.D.	3	MCDG	

College Credit Certificate: Programs that are generally one year or less and designed for students wishing to quickly transition from education into work.

<u>Program</u>	<u>Credits</u>	<u>Program Code</u>	<u>Separate Program App</u>
Accounting Technology	2	ACGC	
Business Management	2	SBMD	
Child Care Center Management	1	CCCM	
Competency Based Teacher Certification	2	CBTC	Yes
Computer Office Specialist with Programming	1	COSP	
Computer Support Specialist with Programming	3	CSSP	
Emergency Medical Technician	1	EMBD	Yes
Horticulture	1	HORT	
Network Infrastructure	2	CSNI	
Paramedic	4	PARD	Yes
Video Game Design	2	CGAC	
Water Quality Technician	1	WOTC	

Occupational Certificate: Clock hour programs that lead to professional licenses or certifications.

<u>Program</u>	<u>Age Restriction</u>	<u>Credits</u>	<u>Program Code</u>	<u>Separate Program App</u>	<u>High School Required</u>
<u>Commercial Heating and Air Conditioning Tech</u>	<u>16</u>	<u>4</u>	<u>ACRV</u>		
<u>Firefighter Minimum Standards</u>	<u>18</u>	<u>14.6</u>	<u>FIRE</u>	<u>Yes</u>	<u>Yes</u>
<u>Welding Technology</u>	<u>16</u>	<u>3</u>	<u>WTVC</u>		

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APPENDIX TWO DUAL ENROLLMENT ELIGIBLE TEST SCORES

Test Type	Reading	Writing	Math
PERT	106+	103+	114+
ACT	19+	17+	19+
SAT	24+	25+	24+

Note:

Before student accumulates 12 college credit hours, a student must pass ALL sections section of a college placement test (Reading, Writing and Math) to be eligible for the Dual Enrollment program.

TEST OF ADULT BASIC EDUCATION GRADE LEVEL REQUIREMENTS

The students in the following programs must be tested using the TABE and achieve these specified skills levels or be remediated until meeting the required grade level equivalents on retests. The required grade level equivalent on the TABE, which must be achieved for each certificate program, is as follows:

	GRADE LEVEL EQUIVALENT MATH		LANGUAGE
	10.0		9.0
Heating & Air Conditioning Technology	10.0	9.0	11.
Medical Coder/Biller Applied Welding	8.0	11.	0
Technology		0	8.0
		READING	8.0

APPENDIX THREE

During the 2018-2019 school year, the five school districts and the College will:

- Schedule a fall and spring meeting of the Articulation Committee to revise the articulation agreement utilized by the College and the school districts.
- Expand the College "Career Days" activities for secondary school students on campus to include middle school as well as high school students.

- Establish programs for eighth-grade students and parents advising them of courses necessary for college and university preparation.
- Use the College Testing Center to help students access the Test Center web page to download study guides for the PERT.

<u>PROGRAM</u>	<u>CODE</u>	<u>Score Requirement</u>			<u>Level</u>
		<u>READ</u>	<u>MATH</u>	<u>LANG</u>	
<u>Air Conditioning & Heating Technology</u>	<u>ACRV</u>	<u>576</u>	<u>627</u>	<u>584</u>	<u>D</u>
<u>Welding Technology Basic Welding</u>	<u>WTVC</u>	<u>576</u>	<u>596</u>	<u>584</u>	<u>D</u>
<u>Technology Advanced</u>	<u>AWTC</u>				
<u>Firefighter / EMT</u>	<u>FFEA</u>	<u>597</u>	<u>627</u>	<u>608</u>	<u>A</u>

Florida Gateway College is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award baccalaureate and associate degrees. Contact the Southern Association of Colleges and Schools Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call 404-679-4500 for questions about the accreditation of Florida Gateway College. ~~The Commission is to be contacted only if there is evidence that appears to support an institution's significant non-compliance with a requirement or standard.~~

FGC will adhere to all applicable federal, state, and local laws, regulations, and guidelines with respect to providing reasonable accommodations as required to afford equal educational opportunity. Students may obtain further assistance and information by calling ~~coordinator of disability services~~ the Coordinator of Disability Services, at (386) 754-4215. The Disability Services Office is located in Building ~~017014~~, Room ~~021102~~, 149 SE College Place, Lake City, Florida 32025.

Florida Gateway College does not discriminate in education or employment related decisions on the basis of race, color, ~~religion~~ ethnicity, national origin, gender, ~~age~~ religion, disability, age, marital status, genetic information, sexual orientation, pregnancy, or any other legally protected status in accordance with the law. The ~~Equity Officer~~ equity officer is Sharon Best, Executive Director of Human Resources, 149 SE College Place, Lake City, FL 32025, and may be reached at (386) 754-4313.

FGC is an Equal Access/Equal Opportunity Institution.

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Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	7/8/2019 2:20:42 PM
Comparison Time	1.63 seconds
compareDocs version	v4.2.300.9

Sources	
Original Document	\\HomeDirs01\Users\$cduquette_My Settings\Desktop\Compare Contract\SCSB 2019-63 FGC Dual Enroll Fully Executed.pdf
Modified Document	\\HomeDirs01\Users\$cduquette_My Settings\Desktop\Compare Contract\SCSB 2020-51 FGC Dual Enrollment.pdf

Comparison Statistics		Word Rendering Set Markup Options	
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Changes	86	Deletions	
Moves	0	Moves / Moves	
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		Deleted cells	
		Merged cells	
		Formatting	Color only.
		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	Formatting
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
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True



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

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

VISN 8

VA NETWORK

North Florida/South Georgia Veterans Health System

VA HEALTHCARE FACILITY (including city and state)

Suwannee County School Board, Riveroak Technical College; Live Oak, FL

NAME OF EDUCATIONAL INSTITUTION (including city and state)

Surgical Technology Program, LPN Program

PROGRAM/DISCIPLINE AND DEGREE(S)

This agreement, when duly executed and approved by the Department of Veterans Affairs (VA), establishes an affiliation between VA, its Veterans Integrated Service Networks, the listed VA facility or facilities, and the listed educational program for the academic purposes of enhanced patient care, education, and research. VA and the affiliated educational institution have a shared responsibility for the academic enterprise. The affiliated institutions accept primary responsibility for the integrated education programs conducted with VA while VA retains full responsibility for the care of VA patients and administration of its healthcare system. Additional responsibilities are delineated below.

RESPONSIBILITIES

1. The affiliated educational institution has the following responsibilities:

- A. Operate, manage, and assume overall educational responsibilities for the educational program and maintain accreditation by an agency that is recognized by the U.S. Department of Education or by the Council for Higher Education Accreditation (CHEA).
- B. Select trainees that meet qualifications as agreed upon by the educational institution and VA.
- C. Evaluate the trainee's performance and conduct in mutual consultation with VA staff and according to the guidelines outlined in the approved curriculum and accepted standards.

2. VA has the following responsibilities:

A. Operate and manage the VA facility and maintain accreditation by the Joint Commission and other accrediting entities as appropriate.

B. Appoint qualified healthcare professionals, as appropriate, as full-time or part-time staff of the facility to provide supervision of trainees and provide Veteran patient care.

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

D. Establish minimal qualifications for trainees coming to VA for clinical education.

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

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

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

H. VA will ensure that all trainees and faculty who will be assigned to VA receive VA appointments, to include issuance of appropriate letters of appointment documenting their appointment as VA employees.

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

J. Assure that trainees with occupational injuries (including exposure to infectious or environmental hazards), will be assessed and, in emergency cases, initially treated at VA. Workers compensation coverage for trainees will be that which is provided under the Federal Employees' Compensation Act.

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

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

TERMS OF AGREEMENT

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

The participating institutions and VA comply with Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Public Law 104-191, the Age Discrimination Act of 1975, and all related regulations, and assure that they do not, and will not, discriminate against any person on the basis of race, color, sex, disability, or age under any program or activity receiving federal financial assistance.

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

Properly appointed faculty members and trainees of the sponsoring institutions, when at VA healthcare facilities or on VA assignment at offsite facilities and while furnishing professional services covered by this agreement, will have personal liability protection by the provisions of the Federal Employees' Liability Reform and Tort Compensation Act, 28 U.S.C. 2679 (b)-(d). The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act.

Amendments must be bilaterally executed in writing, signed by authorized representatives of both agencies. No oral or unilateral amendments will be effective. Only terminations done in accordance with the terms of this agreement may be done unilaterally.

Should disagreement arise as to the interpretation of the provisions of this agreement that cannot be resolved between the parties' designated Points of Contact, the area(s) of disagreement will be reduced to writing by each party and presented to the authorized officials at both participating entities. If settlement cannot be reached at this level, the disagreement will be raised to the next level in accordance with the parties' procedures for final resolution. Both parties will proceed diligently in performing their obligations under this agreement pending final resolution of any dispute arising hereunder.

TERMINATION OF AFFILIATION AGREEMENT

This affiliation agreement is in force until 06/01/2029 *[insert a date that is not to exceed ten years in the future and that allows for completion of the last training cycle during that period]* and supersedes any previous affiliation agreement. It may be terminated in writing at any time by mutual consent with due consideration of patient care and educational commitments, or by written notice by either party 6 months in advance of the next training experience.

SIGNATURES FOR ACADEMIC INSTITUTION

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

Date of Signature

Ted L. Roush

Typed Name of Individual Signing Above

Superintendent of Schools

Typed Title of Individual Signing Above

Chairperson, Suwannee County School Board

Approved as to Form and Sufficiency
BY

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

SIGNATURES FOR DEPARTMENT OF VETERANS AFFAIRS

Signature of Responsible VA Official for Educational Program

Date of Signature

Tina Prince, DNP, MBA/HCM, RN, NEA-BC

Typed Name of Individual Signing Above

Associate Director, Patient Care Services

Typed Title of Individual Signing Above

Signature of VA Designated Education Officer

Date of Signature

L. Chad Hood, MD

Typed Name of Individual Signing Above

ACOS - Education, NF/SG VHS

Typed Title of Individual Signing Above

*Signature of Director or Equivalent Responsible Official for VA
Healthcare Facility*

Date of Signature

Thomas Wisnieski, MPA, FACHE

Typed Name of Individual Signing Above

Director, NF/SG VHS

Typed Title of Individual Signing Above



Department of Veterans Affairs

ACKNOWLEDGEMENT OF RECEIPT OF DEPARTMENT OF VETERANS AFFAIRS PROTECTED HEALTH INFORMATION BY AFFILIATED EDUCATIONAL INSTITUTIONS

Use when VA Protected Health Information (PHI) is disclosed to an Affiliated Educational Institution for purposes of health care operations (including education program administration and/or quality assurance activities).

1. Background and Justification

The Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Rule requirements in 45 CFR Parts 160 and 164 allow disclosure of Protected Health Information (PHI) without prior written authorization from the individual for purposes of treatment, payment and health care operations. Education program administration and quality assurance activities are both considered health care operations and consequently VA PHI may be disclosed to Affiliated Educational Institutions without prior written authorization from the individual.

VA PHI may be transferred to the Affiliated Educational Institution for health care operations in three distinct ways. First, shared trainees may submit data directly to the Affiliated Educational Institution. Second, shared faculty members may be required to submit PHI. Third, there may be direct institution to institution transmission of PHI.

Affiliated Educational Institutions need PHI for the following purposes in the administration of educational programs, quality assurance activities and other assessments such as those delineated below:

- a) To assess the competency of trainees and staff.
- b) To assess the number and types of patients from which trainees learn, or that staff members care for.
- c) To comply with clinical and/or education accreditation standards.
- d) For academic or disciplinary actions involving trainees or staff for which individually-identifiable patient information is relevant.
- e) To assess and improve the quality of care during training and learning activities.

This Acknowledgement will ensure that, when Affiliated Educational Institutions receive VA PHI for purposes of educational program administration, quality assurance activities or other assessments, they will collect, store and protect this information according to all applicable HIPAA standards. Although VA facilities and their Affiliated Educational Institutions are encouraged to exchange de-identified data whenever such data is sufficient, Affiliated Educational Institutions may either choose to or be required to use VA PHI.

NOTE: *If the VA and Affiliated Educational Institution have committed to exchange only de-identified data (whether in electronic or paper format) then this agreement is not applicable and does not need to be executed.*

2. Ownership of VA PHI

When VA PHI is disclosed to Affiliated Educational Institutions, either directly, or through trainees or faculty members, it is considered a permitted disclosure for health care operations under the Privacy Rule. Copies of data disclosed to the Affiliated Educational Institution become the property of that Affiliated Educational Institution and are no longer considered a part of a VA Privacy Act System of Records. Original data maintained by VA will remain VA's data.

3. Use and Disclosure of VA PHI

Unless otherwise limited herein, the Affiliated Educational Institution receiving VA PHI disclosures may use or disclose this data for its own purposes of health care operations or other legal requirements. Such use or disclosure must be in accordance with applicable Privacy and Security Rule requirements. Both VA and Affiliated Educational Institutions will observe the "minimum necessary" requirements of the Privacy Rule when making requests or disclosures.

**ACKNOWLEDGEMENT OF RECEIPT OF DEPARTMENT OF VETERANS AFFAIRS
PROTECTED HEALTH INFORMATION BY AFFILIATED EDUCATIONAL INSTITUTIONS**

4. Definition of VA PHI

For the purpose of this document, VA PHI refers only to individually-identifiable patient information as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

5. Effective Date

This Acknowledgement shall be effective on the date signed by all parties.

6. Review Date

The provisions of this agreement will be reviewed by VA every two years from the Effective Date to determine the applicability of the agreement based on the relationship of the parties at the time of the review.

VHA FACILITY NAME

North Florida/South Georgia Veterans Health System - 573

**AFFILIATED EDUCATIONAL
INSTITUTION**

Suwannee County School Board, Riveroak Technical College; Live Oak, FL

*Signature of Dean, Associate Dean or Equivalent
Responsible Official for the Affiliated Educational
Institution or Program*

Date of Signature

Ted L. Roush

Typed Name of Individual Signing Above

Superintendent of Schools

Typed Title of Individual Signing Above

*Signature of Responsible Legal Official for the Affiliated
Educational Institution or Program*

Date of Signature

Leonard J. Dietzen, III

Typed Name of Individual Signing Above

School Board Attorney

Typed Title of Individual Signing Above

Chairperson, Suwannee County School Board

Signature of VA Designated Education Official

Date of Signature

L. Chad Hood, MD

Typed Name of Individual Signing Above

ACOS - Education, DEO

Typed Title of Individual Signing Above

Signature of VA Medical Center Director

Date of Signature

Thomas Wisnieski, MPA, FACHE

Typed Name of Individual Signing Above

Director, NF/SGVHS

Typed Title of Individual Signing Above

I truly am sorry for the delay in getting this out to you. Late Spring/Early Summer is always very busy for me. I cannot guarantee we can get your Fall students in, but we'll give it the old college try. It would help if you could email me separately re: your desired clinical experience for the students (i.e., Med/Surg, Primary Care Clinics, LTC, etc.) Also, we will have to get an Instructor Credentialed which can take the longest sometimes; will that be you?

As I explained previously, North Florida/South Georgia Veterans Health System (NF/SG VHS) already has an Affiliation Agreement with Riveroak (see attached). I've verified FBN Accreditation of your LPN program. I have drafted new forms to add your LPN Program to our agreement. Execution of this AA is mandatory and can take 1-3 months to complete. An electronic copy of our required Affiliation Agreement and HIPAA Form are attached – all require signatures. **Please sign electronically if you are able** and return to me electronically as soon as possible.

Please note, the Office of Academic Affiliations (OAA) governs this process, and does not allow us to make alterations to the Affiliation Agreement nor is the HIPAA form optional. Additionally, our staff would not be allowed to sign a separate contract.

Please follow as directed below:

- 1. Please Sign both forms Electronically.**
- 2. The HIPAA Form must be signed by the 'Dean, Associate Dean, or Equivalent' and 'Responsible Legal Official' this can be the same person.**
- 4. Return to me Electronically.**

Once signed forms are received, I will forward to the required NF/SG VHS officials for signature. I will promptly return a fully executed copy for your records.

To facilitate our goal of providing the highest quality of care to America's Veterans we look forward to establishing a positive relationship with your institution, faculty, and students. We endeavor to provide outstanding learning opportunities for students wishing to affiliate with us. Please feel free to contact me at any time should you have questions.

Thank You,
Bobbie Bishop, MSN, MHA, RN, VHA-CM
Affiliations/VALOR Coordinator, Nursing Education
NF/SG Veterans Health System
619 S. Marion Ave Lake City, FL 32025
386-755-3016 Ext 3367 FAX: 386-754-6353
Bobbie.Bishop@VA.Gov

-----Original Message-----

From: Susan Morgan <susan.morgan@suwannee.k12.fl.us>
Sent: Friday, April 26, 2019 11:36 AM
To: Bishop, Bobbie L. <Bobbie.Bishop@va.gov>
Subject: [EXTERNAL] Riveroak practical Nursing contract

Good Afternoon Ms. Bobbie,

I spoke with you yesterday at the FGC advisory meeting about getting a clinical agreement for the Practical Nursing students and would love to work together to get this agreement. Please let me know what information you need from me to get this process started. Looking forward to working with you and the VA!

INFO ONLY

SCSB #2020-52 (RENEWAL)

Printed by: **Debra Ross**
Title: **VA Contract : FirstClass**

Monday, July 08, 2019 10:41:39 AM
Page 3 of 3

Thank you,
Susan A. Morgan RN, CMSRN
Practical Nursing Instructor/ PCT Director Riveroak Technical College
386-647-4238

[Image:3152019_111841_0.png]



SCSB 2016-118
m(NEWAL)

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

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

VISN8

VA NETWORK

Malcom Randall VA Medical Center, Gainesville, FL

North Florida/South Georgia Veterans Health System

VA MEDICAL CARE VA HEALTHCARE FACILITY (including city and state)

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

NAME OF EDUCATIONAL INSTITUTION (including city and state) INSTITUTE (including city and state)

Surgical Technology Program, LPN Program

Pharmacy Technician

PROGRAM/DISCIPLINE PROGRAM/DISCIPLINE AND DEGREE(S)

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

TERMS OF AGREEMENT

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

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

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

**SCSB 2016 118 (RENEW
ALA**

Faculty members and trainees of the sponsoring institutions, when at VA health care facilities or on VA assignment at offsite facilities and while furnishing professional services covered by this agreement, will have personal liability protection by the provisions of the Federal Employees Liability Reform and Tort Compensation Act, 28 U.S.C. 2679 (b) (4).

RESPONSIBILITIES**1.1. The affiliated educational institution has the following responsibilities:**

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

B. Enable faculty appointments for VA staff.

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

C. D. Evaluate the trainee's performance and conduct in mutual consultation with VA staff and according to the guidelines outlined in the approved curriculum and accepted standards. E. Develop educational program letters of agreement for each VA health care facility that provides a trainee with educational experience at VA. These agreements must identify faculty, including VA employees, who will teach, supervise, and evaluate trainee performance; outline educational objectives; specify periods and clinical area of assignments.

2.2. VA has the following responsibilities:

- A. Operate and manage the ~~VA-VA~~ facility and maintain accreditation by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and other accrediting entities as appropriate.
- B. Appoint qualified ~~health care~~ healthcare professionals, as appropriate, as full-time or part-time staff of the facility, ~~which will~~ to provide supervision of trainees and provide ~~veteran~~ Veteran patient care.
- C. Participate with the affiliated school in the academic programs of education and research, provide an ~~appropriate~~ a quality learning environment, and supply sufficient resources for appropriate conduct of such programs.
- D. Establish minimal qualifications for trainees coming to VA for ~~academic programs~~ clinical education.
- E. Evaluate the trainee's performance and conduct in mutual consultation with the program director and according to the guidelines outlined in the approved curriculum and accepted standards.
- F. Orient trainees and faculty to the VA facility and inform them that they are subject to VA rules and regulations while in a VA facility.
- G. Dismiss any trainee from VA assignment in accordance with VA Handbook 5021, Part VI, Paragraph 15 or Paragraph 18, whichever paragraph applies.
- H. ~~Ensure VA will ensure~~ that all trainees and faculty who will be assigned to VA receive appropriate VA appointments, to include issuance of appropriate letters of appointment documenting their appointment as VA employees.
- I. Assure that staff with appropriate credentials will supervise trainees.
- J. ~~Encourage faculty appointments at the sponsoring institution for VA staff.~~
- K. Assure that trainees with occupational injuries (including exposure to infectious or environmental hazards), will be assessed and, in emergency cases, initially treated at VA. Workers compensation coverage for trainees will be that which is provided under the Federal Employees' Compensation Act.
- K. Appoint VA staff and appropriate school program faculty to the VA Partnership Council and its subcommittees. School program faculty will be chosen based on the extent of involvement in the VA training program and geographic proximity to the VA facility.
- L. Conduct periodic reviews of academic programs and policies according to VA policies.

***SCSB-2016-118
+RENEWAL+***

TERMS OF AGREEMENT

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

The participating institutions and VA comply with Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Public Law 104-191, the Age Discrimination Act of 1975, and all related regulations, and assure that they do not, and will not, discriminate against any person on the basis of race, color, sex, disability, or age under any program or activity receiving federal financial assistance.

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

INFO ONLY

Properly appointed faculty members and trainees of the sponsoring institutions, when at VA healthcare facilities or on VA assignment at offsite facilities and while furnishing professional services covered by this agreement, will have personal liability protection by the provisions of the Federal Employees' Liability Reform and Tort Compensation Act, 28 U.S.C. 2679 (b)-(d). The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act.

Amendments must be bilaterally executed in writing, signed by authorized representatives of both agencies. No oral or unilateral amendments will be effective. Only terminations done in accordance with the terms of this agreement may be done unilaterally.

Should disagreement arise as to the interpretation of the provisions of this agreement that cannot be resolved between the parties' designated Points of Contact, the area(s) of disagreement will be reduced to writing by each party and presented to the authorized officials at both participating entities. If settlement cannot be reached at this level, the disagreement will be raised to the next level in accordance with the parties' procedures for final resolution. Both parties will proceed diligently in performing their obligations under this agreement pending final resolution of any dispute arising hereunder.

TERMINATION OF AFFILIATION AGREEMENT

06/01/2029

This affiliation agreement is in force until *insert a date that is not to exceed ten years in*
the future and that allows for completion of the last training cycle during that period and
supersedes any previous affiliation agreement. It may be terminated in writing at any time by mutual consent
with due consideration of patient care and educational commitments, or by written notice by either party 6
months in advance of the next training experience.

SCSB 2016-118 (RENEWAL)

ASSOCIATED HEALTH SIGNATURE PAGE

SIGNATURES FOR ACADEMIC INSTITUTION

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

Date of Signature

Ted L. Roush

Typed Name of Individual Signing Above

Superintendent of Schools

Typed Title of Individual Signing Above

Chairperson, (Suwannee County School Board

Approved as to Form and Sufficiency

BY

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

SIGNATURES FOR DEPARTMENT OF VETERANS AFFAIRS

Date of Signature

Jerry A. Scarborough

Signature of VA Designated Education Officer

Signature of Responsible VA Official for Educational Program

Mm L

//JR

Signature of Responsible VA Official for Educational Program

Date of Signature

Tina Prince, DNP, MBA/HCM, RN, NEA-BC

Typed Name of Individual Signing Above

Signature of VA Designated Education Officer

Associate Director, Patient Care Services

Typed Title of Individual Signing Above
Date of Signature

L. Chad Hood, MDMP

Signature of VA Designated Education Officer

Date of Signature

VMjfh

FEB 09 2016

Chairperson, Suwannee County School Board

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

Date of Signature,

Laura C. Smoot, Ph.D.

Assoc. Chief of Staff - ACQS -

INFO ONLY

Typed Name of Individual Signing Above

Pharmacy Education Coordinator

Typed Name of Individual Signing Above

Education, NF/SG vms VHS

Typed Title of Individual Signing Above

Typed Title of Individual Signing Above

VA FORM 10-0094g

August 2017

Signature of Director or Equivalent Responsible Official for VA Healthcare Facility

Signature of VISN Director or Designee for Department of Veterans Affairs

16

Date of Signature

INFO ONLY

Thomas ~~Wrsnteski~~ Wisnieski, MPA,
FACHE

Typed Name of Individual Signing Above

Director, NF/SG VHS

Typed Title of Individual Signing Above
Date of Signature

MBA

Typed Name of Individual Signing Above

Network Director, VISN

8

Typed Title of Individual Signing Above

INFO ONLY

Date of Signature

~~"TS Miguel H. LaPuz, M.D.,~~

SCSB 2016-119 (NEW)

Department of Veterans Affairs**ACKNOWLEDGEMENT OF RECEIPT OF DEPARTMENT OF VETERANS AFFAIRS
PROTECTED HEALTH INFORMATION BY AFFILIATED EDUCATIONAL INSTITUTIONS**

Use when VA Protected Health Information (PHI) is disclosed to an Affiliated Educational Institution for purposes of health care operations (including education program administration and/or quality assurance activities).

1. Background and Justification

The Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Rule requirements in 45 CFR Parts 160 and 164 allow disclosure of Protected Health Information (PHI) without prior written authorization from the individual for purposes of treatment, payment and health care operations. Education program administration and quality assurance activities are both considered health care operations and consequently VA PHI may be disclosed to Affiliated Educational Institutions without prior written authorization from the individual.

VA PHI may be transferred to the Affiliated Educational Institution for health care operations in three distinct ways. First, shared trainees may submit data directly to the Affiliated Educational Institution. Second, shared faculty members may be required to submit PHI. Third, there may be direct institution to institution transmission of PHI.

Affiliated Educational Institutions need PHI for the following purposes in the administration of educational programs, quality assurance activities and other assessments such as those delineated below:

- a) To assess the competency of trainees and staff.
- b) To assess the number and types of patients from which trainees learn, or that staff members care for.
- c) To comply with clinical and/or education accreditation standards.
- d) For academic or disciplinary actions involving trainees or staff for which individually-identifiable patient information is relevant.
- e) To assess and improve the quality of care during training and ~~teaming~~ learning activities.

This Acknowledgement will ensure that, when Affiliated Educational Institutions receive VA PHI for purposes of educational program administration, quality assurance activities or other assessments, they will collect, store and protect this information according to all applicable HIPAA standards. Although VA facilities and their Affiliated Educational Institutions are encouraged to exchange de-identified data whenever such data is sufficient, Affiliated Educational Institutions may either choose to or be required to use VA PHI.

NOTE: *If the VA and Affiliated Educational Institution have committed to exchange only de-identified data (whether in electronic or paper format) then this agreement is not applicable and does not need to be executed.*

2. Ownership of VA PHI

When VA PHI is disclosed to Affiliated Educational Institutions, either directly, or through trainees or faculty members, it is considered a permitted disclosure for health care operations under the Privacy Rule. Copies of data disclosed to the Affiliated Educational Institution become the property of that Affiliated Educational Institution and are no longer considered a part of a VA Privacy Act System of Records. Original data maintained by VA will remain VA's data.

3. Use and Disclosure of VA PHI

Unless otherwise limited herein, the Affiliated Educational Institution receiving VA PHI disclosures may use or disclose this data for its own purposes of health care operations or other legal requirements. Such use or disclosure must be in accordance with applicable Privacy and Security Rule requirements. Both VA and Affiliated Educational Institutions will observe the "minimum necessary" requirements of the Privacy Rule when making requests or disclosures.

SCSB 2016-119 (NEW)

ACKNOWLEDGEMENT OF RECEIPT OF DEPARTMENT OF VETERANS AFFAIRS PROTECTED HEALTH INFORMATION BY AFFILIATED EDUCATIONAL INSTITUTIONS

4. Definition of VA PHI

For the purpose of this document, VA PHI refers only to individually-identifiable patient information as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

5. Effective Date

This Acknowledgement shall be effective on the date signed by all parties.

6. Review Date

The provisions of this agreement will be reviewed by VA every two years from the Effective Date to determine the applicability of the agreement based on the relationship of the parties at the time of the review.

VHA FACILITY NAME

North Florida/South Georgia Veterans Health System - 573

RIVEROAK AFFILIATED EDUCATIONAL INSTITUTION Suwannee County School Board, Riveroak Technical College, Live Oak, FL

Signature of Signatory/Responsible Official for the Affiliated Educational Institution or Program*

Affiliated Educational Institution or Program

Signature of Responsible Legal Official for the

Date of Signature

Date of Signature

9/1

Ted L. Roush

Responsible Legal Official for the Affiliated

Leon

Typed Name of Individual Signing Above

Typed Name

Superintendent of Schools

School Board Attorney

Typed Title of Individual Signing Above

Typed Title of Individual Signing Above

Chairperson, Suwannee County School Board

Signature of VA Designated Education Official

Signature of VA Medical Center Director

Date of Signature

Date of Signature

L. Chad Hood,

Thomas Wisniewski, MPA, FACHE

MD

Typed Name of Individual Signing Above

- Education, DEO

Superintendent of Schools

Z/azhe

VHA FACILITY NAME

**AFFILIATED EDUCATIONAL
INSTITUTION**

*School Board Attorney-Typed Title
of Individual Signing Above*

Date of Signature

Jerry A. Scarborough

~~ACOS—Education, DEO~~

Typed Title of Individual Signing Above

10-0490

Typed Name of Individual Signing Above



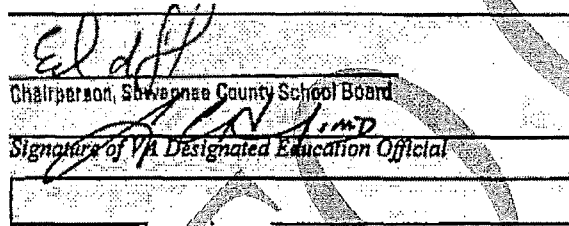
Typed Name of Individual Signing
Above

Date of Signature Leonard J.

~~Dietzen, III~~

~~LSYWODOvo~~

Signature of VA Medical Center
Director



Chairperson, Shawnee County School Board

Signature of VA Designated Education Official

Date of Signature Thomas
Wisnieskj, MPA, FACHE

Typed Name of Individual Signing Above

rr 10-0490

Director, ~~HF/SGVHS~~ NF/SGVHS

Typed Title of Individual Signing Above

Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	7/8/2019 1:53:10 PM
Comparison Time	1.07 seconds
compareDocs version	v4.2.300.9

Sources	
Original Document	\\HomeDirs01\Users\$cduquette_My Settings\Desktop\Compare Contract\SCSB 2016-118 VA Pharm Tech Fully Executed.pdf
Modified Document	\\HomeDirs01\Users\$cduquette_My Settings\Desktop\Compare Contract\SCSB 2020-52 VA Surge Tech & LPN.pdf

Comparison Statistics	
Insertions	76
Deletions	44
Changes	33
Moves	0
TOTAL CHANGES	153

Word Rendering Set Markup Options	
Name	Standard
Insertions	
Deletions	
Moves / Moves	
Inserted cells	
Deleted cells	
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Formatting	Color only.
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	Formatting
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
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True

**Suwannee County Public Schools
Rate and Service Contract
2019-2020**

THIS RATE AND SERVICES PROVIDER AGREEMENT ("Contract") is made and entered into on July 1, 2019, between the Suwannee County School Board (hereinafter referred to as the "DISTRICT"), and

Renata Beasley
d/b/a Renata Beasley Large Family Childcare Home
1707 Ruby Street
Live Oak, Florida 32064
Phone - 386-205-4955

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

ARTICLE I - RECITALS

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

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

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

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

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

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

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

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

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

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

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

- a. This contract shall become effective July 1, 2019, by both parties and shall remain in force until June 30, 2020.
- b. This agreement, however, may be terminated by the DISTRICT or PROVIDER at the end of each fiscal year falling within the term of the agreement without penalty with notice to either party on or before 30 days prior to the end of any fiscal year falling within the term of this agreement.

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

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

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

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

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

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

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

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

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

- 2.10** The PROVIDER contract administrator for this contract is:
Renata Beasley
d/b/a Renata Beasley Large Family Childcare Home
 1707 Ruby Street
 Live Oak, Florida 32064
 Phone - 386-205-4955
- 2.11** The PROVIDER shall indemnify, and hold harmless and defend the DISTRICT its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SUWANNEE COUNTY SCHOOL BOARD, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the services furnished by The PROVIDER, its agents, servants or employees in the provision of services or performance of duties by the Provider pursuant to this Agreement.
- 2.12** The PROVIDER must not disclose to the public the identity of any student or their child eligible for TAPP childcare services without the written permission of the parent/guardian of such student and the student, themselves.
- 2.13** The PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and parent conferences.
- 2.14** The PROVIDER shall complete and provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT:
 I. **IRS W-9 Form**
 II. **Public Entity Crimes Statement**
 III. **Debarment Certification**
- 2.15** The contract administrator for the DISTRICT is:
 Michele Howard
 TAPP Coordinator
 Suwannee County School Board

The DISTRICT shall:

- 2.16** Be responsible for the enrollment of qualified students in the TAPP day care program and ensure that each student executes the appropriate agreement attached hereto as Exhibit "D" TAPP Rules Agreement and Student Dropout Prevention Component Referral/Eligibility and Placement.
- 2.17** Promptly notify the PROVIDER regarding any student that ceases to be eligible for TAPP day care services under this agreement.
- 2.18** Promptly pay all verified invoices for reimbursement services in accordance with law.

ARTICLE III – GENERAL CONDITIONS

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

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

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

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

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

3.16 NOTICE.

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

To DISTRICT:

Superintendent of Schools
Suwannee County School Board
1729 Walker Avenue, SW, Suite 200
Live Oak, FL 32064

With a Copy to:

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

With a Copy to:

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

To PROVIDER:

Renata Beasley
d/b/a Renata Beasley Large Family Childcare Home
1707 Ruby Street
Live Oak, Florida 32064
Phone - 386-205-4955

3.17 AUTHORITY.

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

3.18 EXCESS FUNDS.

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

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

3.19 NON-EXCLUSIVITY.

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

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

SUWANNEE COUNTY SCHOOL BOARD

PROVIDER

Ed daSilva, Board Chairman

Renata Beasley
d/b/a Renata Beasley Large Family Childcare Home
1707 Ruby Street
Live Oak, Florida 32064
Phone - 386-205-4955

Date: _____

Date: _____

Ted L. Roush, Superintendent
Suwannee County School Board

Date: _____

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

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

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

STATE OF _____

COUNTY OF _____

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

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

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

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

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

Signature/Date

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

_____, (affix seal)
Notary Public

_____,
My Commission Expires

Certification Regarding Debarment, Suspension, and Other Matters

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

Name & Title of Authorized Representative

Signature

Date

EXHIBIT A

List of Providers

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

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

Tawanna Bryant
d/b/a Tender Touch Learning Center, LLC
504 Maple Street, SW
Live Oak, Florida 32064
Phone – 386-208-2273

Renata Beasley
d/b/a Renata Beasley Large Family Child Care Home
1707 Ruby Street
Live Oak, Florida 32064
Phone – 386-205-4955

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

EXHIBIT B

Rate Scale

Renata Beasley d/b/a Renata Beasley Large Family Child Care Home 2019 – 2020 Child Care Rates									
INFANTS		One Year Olds		Two Year Olds		Three Year Olds		Four Year Olds	
0 – 12 Months		12 – 23 Months		24 – 35 Months		36 – 47 Months		48 – 59 Months	
Week	Day	Week	Day	Week	Day	Week	Day	Week	Day
150.00	30.00	150.00	30.00	150.00	30.00	150.00	30.00	150.00	30.00

EXHIBIT D

**Suwannee County School District
Teenage Parent Program**

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

Intent:

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

Transportation:

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

Day care:

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

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

Student Signature _____ Date _____

Parent Signature _____ Date _____

Guidance Counselor Signature _____ Date _____

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

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

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

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

Parent Conference Checklist

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

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

Signature Guidance Counselor _____ Date _____
 Student Signature _____ Date _____

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

 Parent Signature _____ Date _____

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

 Parent Signature _____ Date _____

EXHIBIT E

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

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

**Suwannee County Public
Schools Rate and Service
Contract~~2018-2019~~
2019-2020**

THIS RATE AND SERVICES PROVIDER AGREEMENT ("Contract") is made and entered into on July 1, ~~2018~~2019, between the Suwannee County School Board (hereinafter referred to as the "DISTRICT"), and

**Renata Beasley
d/b/a Renata Beasley Large Family Childcare Home
1707 Ruby Street
Live Oak, Florida 32064
Phone - 386-205-4955**

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

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

ARTICLE I - RECITALS

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

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

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

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

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

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

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

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

INFO ONLY

SCSB 2020-54 (REVISED/RENEWAL)

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

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

SCSB Form #7200-124

Approved 10/11/2011

Revised-
04/26/2016

INFO ONLY

INFO ONLY

ARTICLE II ~~II~~ SPECIAL CONDITIONS

2.1 ~~2.1~~ TERMS.

- a. This contract shall become effective July ~~1, 2018~~ 1, 2019, by both parties and shall remain in force until June ~~30, 2018~~ 30, 2020.
- b. This agreement, however, may be terminated by the DISTRICT or PROVIDER at the end of each fiscal year falling within the term of the agreement without penalty with notice to either party on or before 30 days prior to the end of any fiscal year falling within the term of this agreement.

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

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

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

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

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

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

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

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

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

2.10 ~~2.40~~ The PROVIDER contract administrator for this contract is:

Renata Beasley
d/b/a Renata Beasley Large Family Childcare Home
1707 Ruby Street
Live Oak, Florida 32064
Phone - ~~386-205-0959~~ 386-205-4955

2.11 ~~2.44~~ The PROVIDER shall indemnify, and hold harmless and defend the DISTRICT its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SUWANNEE COUNTY SCHOOL BOARD, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the services furnished by The PROVIDER, its agents, servants or employees in the provision of services or performance of duties by the Provider pursuant to this Agreement.

2.12 ~~2.42~~ The PROVIDER must not disclose to the public the identity of any student or their child eligible for TAPP childcare services without the written permission of the parent/guardian of such student and the student, themselves.

2.13 ~~2.43~~ The PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and parent conferences.

2.14 ~~2.44~~ The PROVIDER shall complete and provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT:

- I. **IRS W-9 Form**
- II. **Public Entity Crimes Statement**
- III. **Debarment Certification**

2.15 ~~2.45~~ The contract administrator for the DISTRICT is: Michele Howard
TAPP Coordinator
Suwannee County School

Board The DISTRICT shall:

2.16 ~~2.46~~ Be responsible for the enrollment of qualified students in the TAPP day care program and ensure that each student executes the appropriate agreement attached hereto as Exhibit "D" TAPP Rules Agreement and Student Dropout Prevention Component Referral/Eligibility and Placement.

2.17 ~~2.47~~ Promptly notify the PROVIDER regarding any student that ceases to be eligible for TAPP day care services under this agreement.

2.18 ~~2.48~~ Promptly pay all verified invoices for reimbursement services in accordance with law.

ARTICLE III -- GENERAL CONDITIONS

3.1 Nothing in this Agreement shall be interpreted or construed to mean that the District waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

3.2 The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any

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third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be

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~~SCSB 2019-43 (RENEWAL)~~ entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

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

- 3.14** ~~3.44~~ Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor

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SCSB Form #7200-124
/2011

SCSB 2020-54 (REVISED/RENEWAL)
Approved 10/11

~~SCSB 2019-43 (RENEWAL)~~ disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

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

3.16 ~~3.16~~ **NOTICE.**

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

To DISTRICT:

Superintendent of Schools
Suwannee County School Board
1729 Walker Avenue, SW, Suite
200 Live Oak, FL 32064

With a Copy to:

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

With a Copy to:

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

To PROVIDER:

Renata Beasley
d/b/a Renata Beasley Large Family Childcare Home
1707 Ruby Street
Live Oak, Florida 32064
Phone - ~~386-205-0959~~ 386-
205-4955

3.17 ~~3.17~~ **AUTHORITY.**

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

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3.18 ~~3.48~~ EXCESS FUNDS.

Any party receiving funds paid by the DISTRICT under this Agreement agrees to promptly notify the DISTRICT of any funds erroneously received from the DISTRICT upon the discovery of such erroneous **payment or overpayment**. **Any such excess funds shall be refunded to Board with ~~interest~~ interest calculated from** the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by the DISTRICT.

3.19 ~~3.49~~ NON-EXCLUSIVITY.

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

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

written. SUWANNEE COUNTY SCHOOL BOARD

PROVIDER

Jerry Taylor
Jerry Taylor, Board Chairman
Ed daSilva, Board Chairman

Renata Beasley
Renata Beasley
Renata Beasley
d/b/a Renata Beasley Large Family Childcare Home
1707 Ruby Street
Live Oak, Florida 32064
Phone - ~~386-205-0959~~ 386-205-4955

may 22 2018

Date: 6/20/18

Date: _____

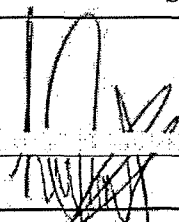
Date: _____

Ted Roush
Ted Roush, Superintendent
Suwannee County School Board

Date:

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BY 

Date: _____

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~~may 22 2018~~

~~'Approved as to Form and Sufficiency~~

~~Leonard J. Eijetzer, III Rumberger, Kirk Caldwell, P.A.
Suwannee School Board Attorney"~~

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SCSB 2020-54 (REVISED/RENEWAL)

STATE OF ~~SCSB-2019-43 (RENEWAL)~~ SWORN STATEMENT UNDER SECTION
287.133, FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

state of P/O AJA county of \$:Uu-yl/wP
STATE OF

TS, who, being by be

COUNTY OF

My sworn, made the following statement.

1. The business address of Renata Brasley Large Fence (Contractor)
is 1707 Ruby St. Live Oak FL 32064
2. My relationship to Renata Brasley Large Fence Inc
President (relationship such as

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

first d^{HK} - ex dVA m max Ae - fr 1 - rwjmmr - efat

1. The business
address of _____

2. My relationship to _____ (Contractor) is _____
president, vice president) _____ (relationship such as so

and

3. I understand a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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4. I understand “convicted” or “conviction” is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
5. I understand “affiliate” is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public-entity crime, or a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Contractor nor any affiliate of the Contractor has been convicted of a public entity crime subsequent to July 1, 1992.

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

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

order of the Division of Administrative Hearings is attached to this statement. 6/20/18

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

Sworn to and _____
Signature/Date
Signature/Date

Tylyne E. Stansel Sworn to and _____
Notary Public (affix seal)

county first mentioned above on the

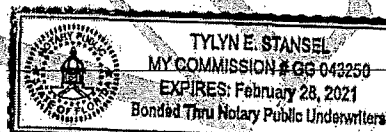
Feb. 28, 2021

My Commission Expires

12 2021

(affix seal) Notary Public

My Commission Expires _____



subscribed
before me in
the state and
day of

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Certification Regarding Debarment, Suspension, and Other Matters

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

6/20/18
Date

Renata Boasly

Name & Title of Authorized Representative Signature

Signature

Date

EXHIBIT A

List of Providers

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

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

Tawanna Bryant
d/b/a Tender Touch Learning Center, LLC
504 Maple Street, SW
Live Oak, Florida 32064
Phone ~~386-208-2273~~ 386-208-2273

Bright Stars Academy, Inc.
8325 County Road 136 (mailing address)
12715 County Road 136 (physical address)
Live Oak, Florida 32060
Phone ~~386-362-3600~~ FAX ~~386-364-1428~~ **Renata Beasley**
d/b/a Renata Beasley Large Family Child Care Home
1707 Ruby Street
Live Oak, Florida 32064
Phone – 386-205-4955

Florlene Johnson
d/b/a Johnson's Family Child Care Home
4707-1510 Ruby Street
NE Live Oak, Florida
32064 Phone ~~386-205-0959~~
Phone – 386-364-1483 or 386-361-0447 FAX – 386-362-1373

EXHIBIT B
Rate Scale

Renata
Beasley

Renata Beasley
d/b/a Renata Beasley Large
Family Child Care Home 2019
- 2020 Child Care Rates

2018
2019
Child
Care
Rates

INFANTS <u>0 – 12 Months</u>	One Year Olds <u>12 –</u> <u>23 Months</u>	Two Year Olds <u>24 –</u> <u>35 Months</u>	Three Year Olds <u>36 – 47</u> <u>Months</u>	Four Year Olds <u>48 –</u> <u>59 Months</u>
<u>0-12 Months</u>	<u>12-23 Months</u>	<u>24-35 Months</u>	<u>36-47 Months</u>	<u>48-59 Months</u>
Week Day	Week Day	Week Day	Week Day	Week Day
120.00 24.00150.00	30.00 400.00150.00	20.0030.00 100.00150.00	20.0030.00 100.00150.00	20.0030.00 100.00150.00

SCSB 2020-54 (REVISED/RENEWAL)

EXHIBIT C

SUWANNEE COUNTY SCHOOLS
Teenage Parent Child Care
Program 2018-2019-2019-2020
School Year

Renata Beasley Large Family Child Care Home Mailing Address: 1707 Ruby Street

Live Oak, Florida 32064 Phone: 386-205-0959

Renata Beasley

2018 OCTOBER 2018

M W Th F M W Th F M W Th M W Th

2018 JANUARY 2019

FEBRUARY 2019

MARCH 2019 APRIL 2019

MAY 2019 JUNE 2019

It is due by the 10th of each month following the month of attendance. Failure to return completed attendance sheet by due date can result in delayed.
 Please send sheet to:

ATTN: Michele Howard

Renata Beasley Large Family Child Care Home

1707 Ruby Street

Live Oak, Florida 32064

386-205-4955

Circle Current Month

AUGUST 2019

SEPTEMBER 2019

OCTOBER 2019

NOVEMBER 2019

DECEMBER 2019

JANUARY 2020

FEBRUARY 2020

MARCH 2020

INFO ONLY

[illegible]

SCSB Form #7200-124

SCSB Form #7200-124
 1729 Walker Avenue, SW, Suite 200, Live Oak, Florida 32064 386-647-4636" ofc. 386-298-8687 FAX michèle.howard@suswanne.k12.fl.us
 Approved 10/11/2011

Approved 10/11/2011

~~Approved 04/11/2011-Revised 04/26/2016~~

**Suwannee County School District
Teenage Parent Program**

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

Intent:

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

Transportation:

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

Day care:

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

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

Date

Date

1003.54,

Student Signature _____ Date _____

Parent Signature _____ Date _____

Date Guidance Counselor Signature _____ Date _____

EXHIBIT D

Page 2 of 2 of Exhibit D

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

1. Student Name _____ Grade _____ School _____ Date of Birth _____ S

Student Name Date of Birth Address _____

Baby/Child's Name Social Security Number _____ Date of Birth _____ Race _____

2. Sex _____ Race _____ Birth Weight _____ Baby/Child's Name _____

3. Birth Weight Social Security Number _____ Health Physical _____ Imm Birth Weight _____

_____ Sex _____ Date of Birth _____ Race _____

_____ Sex _____ Birth Weight _____

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

Ultrasound Due date: _____

Parent Conference Checklist

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

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

Signature Guidance Counselor _____ Date _____ Student Signature _____ I

___ I give permission for (name of student) _____ to participate in the Teenage Parent Program
 ___ to participate in the

Parent Signature _____

Date _____

± I do not want my son/daughter to participate in the

Teenage Parent Program.

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SCSB 2020-54 (REVISED/RENEWAL)

Parent Signature _____ Date _____

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EXHIBIT E

**Public Records Law Requirements
Under Chapter 119.0701, Florida Statutes
(~~2017~~(2018))**

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

If you are a contractor as defined by Section ~~449.0701(1)(a)~~, 119.0701(1)(a), Florida Statutes (~~2017~~(2018)), you must comply with Florida's public records law.

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

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

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

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes (~~2017~~(2018)), for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes (~~2017~~(2018)).

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Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	7/8/2019 2:02:41 PM
Comparison Time	1.49 seconds
compareDocs version	v4.2.300.9

Sources	
Original Document	\\HomeDirs01\Users\$\cduquette_My Settings\Desktop\Compare Contract\SCSB 2019-43 R Beasley TAPP Fully Executed.pdf
Modified Document	\\HomeDirs01\Users\$\cduquette_My Settings\Desktop\Compare Contract\SCSB 2020-54 R Beasley TAPP.pdf

Comparison Statistics	
Insertions	101
Deletions	52
Changes	74
Moves	0
TOTAL CHANGES	227

Word Rendering Set Markup Options	
Name	Standard
Insertions	
Deletions	
Moves / Moves	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
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	Formatting
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
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True

**Suwannee County Public Schools
Rate and Service Contract
2019-2020**

THIS RATE AND SERVICES PROVIDER AGREEMENT ("Contract") is made and entered into on July 1, 2019, between the Suwannee County School Board (hereinafter referred to as the "DISTRICT"), and

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

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

ARTICLE I - RECITALS

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

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

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

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

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

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

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

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

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

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

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

- a. This contract shall become effective July 1, 2019, by both parties and shall remain in force until June 30, 2020.
- b. This agreement, however, may be terminated by the DISTRICT or PROVIDER at the end of each fiscal year falling within the term of the agreement without penalty with notice to either party on or before 30 days prior to the end of any fiscal year falling within the term of this agreement.

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

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

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

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

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

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

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

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

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

- 2.10** The PROVIDER contract administrator for this contract is:
Floriene Johnson
d/b/a Johnson's Family Child Care Home
 1510 Ruby Street, NE
 Live Oak, Florida 32064
 Phone - 386-364-1483 or 386-361-0447
- 2.11** The PROVIDER shall indemnify, and hold harmless and defend the DISTRICT its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SUWANNEE COUNTY SCHOOL BOARD, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the services furnished by The PROVIDER, its agents, servants or employees in the provision of services or performance of duties by the Provider pursuant to this Agreement.
- 2.12** The PROVIDER must not disclose to the public the identity of any student or their child eligible for TAPP childcare services without the written permission of the parent/guardian of such student and the student, themselves.
- 2.13** The PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting; advertising, presentations, publications, and parent conferences.
- 2.14** The PROVIDER shall complete and provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT:
 I. **IRS W-9 Form**
 II. **Public Entity Crimes Statement**
 III. **Debarment Certification**
- 2.15** The contract administrator for the DISTRICT is:
 Michele Howard
 TAPP Coordinator
 Suwannee County School Board

The DISTRICT shall:

- 2.16** Be responsible for the enrollment of qualified students in the TAPP day care program and ensure that each student executes the appropriate agreement attached hereto as Exhibit "D" TAPP Rules Agreement and Student Dropout Prevention Component Referral/Eligibility and Placement.
- 2.17** Promptly notify the PROVIDER regarding any student that ceases to be eligible for TAPP day care services under this agreement.
- 2.18** Promptly pay all verified invoices for reimbursement services in accordance with law.

ARTICLE III – GENERAL CONDITIONS

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

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

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

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

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

3.16 NOTICE.

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

To DISTRICT:

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

With a Copy to:

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

With a Copy to:

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

To PROVIDER:

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

3.17 AUTHORITY.

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

3.18 EXCESS FUNDS.

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

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

3.19 NON-EXCLUSIVITY.

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

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

SUWANNEE COUNTY SCHOOL BOARD

PROVIDER

Ed daSilva, Board Chairman

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

Date: _____

Date: _____

Ted L. Roush, Superintendent
Suwannee County School Board

Date: _____

"Approved as to Form and Sufficiency

BY _____

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

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

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

STATE OF _____

COUNTY OF _____

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

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

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

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

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

Signature/Date

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

_____, (affix seal)
Notary Public

My Commission Expires

Certification Regarding Debarment, Suspension, and Other Matters

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

Name & Title of Authorized Representative

Signature

Date

EXHIBIT A

List of Providers

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

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

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

Renata Beasley
d/b/a Renata Beasley Large Family Child Care Home
1707 Ruby Street
Live Oak, Florida 32064
Phone – 386-205-4955

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

EXHIBIT B

Rate Scale

Florlene Johnson

d/b/a Johnson's Family Child Care Home

2019 – 2020 Child Care Rates

INFANTS		One Year Olds		Two Year Olds		Three Year Olds		Four Year Olds	
0 – 12 Months		12 – 23 Months		24 – 35 Months		36 – 47 Months		48 – 59 Months	
Week	Day	Week	Day	Week	Day	Week	Day	Week	Day
120.00	30.00	120.00	30.00	120.00	30.00	120.00	30.00	120.00	30.00

EXHIBIT C

SUWANNEE COUNTY SCHOOLS
Teenage Parent Child Care Program
2019 - 2020 School Year

Child Care Provider's Name: Johnson's Family Child Care Home Mailing Address: 1510 Ruby Street, NE Live Oak, Florida 32064 Phone: 386-364-1483 or 386-361-0447 Contact: Florlene Johnson					Circle Current Month AUGUST 2019 SEPTEMBER 2019 OCTOBER 2019 NOVEMBER 2019 DECEMBER 2019 JANUARY 2020 FEBRUARY 2020 MARCH 2020 APRIL 2020 MAY 2020 JUNE 2020																								
Child's Name: (insert date) →					M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F

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

EXHIBIT D**Suwannee County School District
Teenage Parent Program**

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

Intent:

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

Transportation:

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

Day care:

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

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

Student Signature _____ Date _____

Parent Signature _____ Date _____

Guidance Counselor Signature _____ Date _____

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

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

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

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

Parent Conference Checklist

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

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

Signature Guidance Counselor _____ Date _____
 Student Signature _____ Date _____

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

 Parent Signature _____ Date _____

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

 Parent Signature _____ Date _____

EXHIBIT E

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

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

**Suwannee County Public Schools
Rate and Service Contract
2019-2020**

THIS RATE AND SERVICES PROVIDER AGREEMENT ("Contract") is made and entered into on July 1, 2019, between the Suwannee County School Board (hereinafter referred to as the "DISTRICT"), and

<p>Adrienne M. Burke-Godwin d/b/a Tiny Praying Hands, LCCH 610 Martin Street (mailing) 712 Glass Street (physical) Live Oak, Florida 32064 Phone: 386-965-6447 or 386-364-5487</p>

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

ARTICLE I - RECITALS

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

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

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

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

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

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

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

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

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

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

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

- a. This contract shall become effective July 1, 2019, by both parties and shall remain in force until June 30, 2020.
- b. This agreement, however, may be terminated by the DISTRICT or PROVIDER at the end of each fiscal year falling within the term of the agreement without penalty with notice to either party on or before 30 days prior to the end of any fiscal year falling within the term of this agreement.

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

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

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

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

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

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

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

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

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

- 2.10** The PROVIDER contract administrator for this contract is:
Adrienne M. Burke-Godwin
Tiny Praying Hands, LCCH
 610 Martin Street (mailing)
 712 Glass Street (physical)
 Live Oak, Florida 32064
 Phone: 386-965-6447 or 386-364-5487
- 2.11** The PROVIDER shall indemnify, and hold harmless and defend the DISTRICT its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SUWANNEE COUNTY SCHOOL BOARD, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the services furnished by The PROVIDER, its agents, servants or employees in the provision of services or performance of duties by the Provider pursuant to this Agreement.
- 2.12** The PROVIDER must not disclose to the public the identity of any student or their child eligible for TAPP childcare services without the written permission of the parent/guardian of such student and the student, themselves.
- 2.13** The PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and parent conferences.
- 2.14** The PROVIDER shall complete and provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT:
 I. **IRS W-9 Form**
 II. **Public Entity Crimes Statement**
 III. **Debarment Certification**
- 2.15** The contract administrator for the DISTRICT is:
 Michele Howard
 TAPP Coordinator
 Suwannee County School Board

The DISTRICT shall:

- 2.16** Be responsible for the enrollment of qualified students in the TAPP day care program and ensure that each student executes the appropriate agreement attached hereto as Exhibit "D" TAPP Rules Agreement and Student Dropout Prevention Component Referral/Eligibility and Placement.
- 2.17** Promptly notify the PROVIDER regarding any student that ceases to be eligible for TAPP day care services under this agreement.
- 2.18** Promptly pay all verified invoices for reimbursement services in accordance with law.

ARTICLE III – GENERAL CONDITIONS

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

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

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

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

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

3.16 NOTICE.

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

To DISTRICT:

Superintendent of Schools
Suwannee County School Board
1729 Walker Avenue, SW, Suite 200
Live Oak, FL 32064

With a Copy to:

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

With a Copy to:

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

To PROVIDER:

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

3.17 AUTHORITY.

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

3.18 EXCESS FUNDS.

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

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

3.19 NON-EXCLUSIVITY.

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

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

SUWANNEE COUNTY SCHOOL BOARD

PROVIDER

Ed daSilva, Board Chairman

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

Date: _____

Date: _____

Ted L. Roush, Superintendent
Suwannee County School Board

Date: _____

"Approved as to Form and Sufficiency

BY _____

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

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

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

STATE OF _____

COUNTY OF _____

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

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

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

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

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

Signature/Date

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

_____, (affix seal)
Notary Public

My Commission Expires

Certification Regarding Debarment, Suspension, and Other Matters

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

Name & Title of Authorized Representative

Signature

Date

EXHIBIT A

List of Providers

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

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

Tawanna Bryant
d/b/a Tender Touch Learning Center, LLC
504 Maple Street, SW
Live Oak, Florida 32064
Phone – 386-208-2273

Renata Beasley
d/b/a Renata Beasley Large Family Child Care Home
1707 Ruby Street
Live Oak, Florida 32064
Phone – 386-205-4955

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

EXHIBIT B

Rate Scale

Adrienne Burke-Godwin d/b/a Tiny Praying Hands, LCCH 2019 – 2020 Child Care Rates

INFANTS 0 – 12 Months		One Year Olds 12 – 23 Months		Two Year Olds 24 – 35 Months		Three Year Olds 36 – 47 Months		Four Year Olds 48 – 59 Months	
Week	Day	Week	Day	Week	Day	Week	Day	Week	Day
120.00	24.00	110.00	22.00	95.00	19.00	85.00	17.00	85.00	17.00

EXHIBIT C

SUWANNEE COUNTY SCHOOLS
Teenage Parent Child Care Program
2019 - 2020 School Year

Child Care Provider's Name: Adrienne Burke-Godwin Mailing Address: Tiny Praying Hands, LCCH 610 Martin Street (mailing) 712 Glass Street (physical) Live Oak, Florida 32064 Phone: 386-965-6447 or 386-364-5487 Email: adrienneburke32@yahoo.com Contact: Adrienne M. Burke-Godwin		Circle Current Month AUGUST 2019 SEPTEMBER 2019 OCTOBER 2019 NOVEMBER 2019 DECEMBER 2019 JANUARY 2020 FEBRUARY 2020 MARCH 2020 APRIL 2020 MAY 2020 JUNE 2020		
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	--

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

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

EXHIBIT D

**Suwannee County School District
Teenage Parent Program**

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

Intent:

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

Transportation:

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

Day care:

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

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

Student Signature _____ Date _____

Parent Signature _____ Date _____

Guidance Counselor Signature _____ Date _____

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

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

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

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

Parent Conference Checklist

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

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

Signature Guidance Counselor _____ Date _____
 Student Signature _____ Date _____

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

____ Parent Signature _____ Date _____

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

____ Parent Signature _____ Date _____

EXHIBIT E

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

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

**Suwannee County Public Schools
Rate and Service Contract
2019-2020**

THIS RATE AND SERVICES PROVIDER AGREEMENT ("Contract") is made and entered into on July 1, 2019, between the Suwannee County School Board (hereinafter referred to as the "DISTRICT"), and

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

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

ARTICLE I - RECITALS

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

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

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

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

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

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

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

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

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

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

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

- a. This contract shall become effective July 1, 2019, by both parties and shall remain in force until June 30, 2020.
- b. This agreement, however, may be terminated by the DISTRICT or PROVIDER at the end of each fiscal year falling within the term of the agreement without penalty with notice to either party on or before 30 days prior to the end of any fiscal year falling within the term of this agreement.

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

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

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

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

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

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

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

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

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

- 2.10** The PROVIDER contract administrator for this contract is:
Tawanna Bryant
d/b/a Tender Touch Learning Center LLC
 409 Hillman Avenue
 Live Oak, Florida 32064
 Phone - 386-208-2273
- 2.11** The PROVIDER shall indemnify, and hold harmless and defend the DISTRICT its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SUWANNEE COUNTY SCHOOL BOARD, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the services furnished by The PROVIDER, its agents, servants or employees in the provision of services or performance of duties by the Provider pursuant to this Agreement.
- 2.12** The PROVIDER must not disclose to the public the identity of any student or their child eligible for TAPP childcare services without the written permission of the parent/guardian of such student and the student, themselves.
- 2.13** The PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and parent conferences.
- 2.14** The PROVIDER shall complete and provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT:
 I. **IRS W-9 Form**
 II. **Public Entity Crimes Statement**
 III. **Debarment Certification**
- 2.15** The contract administrator for the DISTRICT is:
 Michele Howard
 TAPP Coordinator
 Suwannee County School Board

The DISTRICT shall:

- 2.16** Be responsible for the enrollment of qualified students in the TAPP day care program and ensure that each student executes the appropriate agreement attached hereto as Exhibit "D" TAPP Rules Agreement and Student Dropout Prevention Component Referral/Eligibility and Placement.
- 2.17** Promptly notify the PROVIDER regarding any student that ceases to be eligible for TAPP day care services under this agreement.
- 2.18** Promptly pay all verified invoices for reimbursement services in accordance with law.

ARTICLE III – GENERAL CONDITIONS

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

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

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

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

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

3.16 NOTICE.

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

To DISTRICT:

Superintendent of Schools
Suwannee County School Board
1729 Walker Avenue, SW, Suite 200
Live Oak, FL 32064

With a Copy to:

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

With a Copy to:

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

To PROVIDER:

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

3.17 AUTHORITY.

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

3.18 EXCESS FUNDS.

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

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

3.19 NON-EXCLUSIVITY.

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

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

SUWANNEE COUNTY SCHOOL BOARD

PROVIDER

 Ed daSilva, Board Chairman

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

Date: _____

Date: _____

 Ted L. Roush, Superintendent
 Suwannee County School Board

Date: _____

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

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

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

STATE OF _____

COUNTY OF _____

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

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

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

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

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

Signature/Date

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

_____, (affix seal)
Notary Public

_____,
My Commission Expires

Certification Regarding Debarment, Suspension, and Other Matters

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

Name & Title of Authorized Representative

Signature

Date

EXHIBIT A

List of Providers

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

Adrienne M. Burke

d/b/a Tiny Praying Hands, LCCH

610 Martin Street (mailing)

712 Glass Street (physical)

Live Oak, Florida 32064

adrienneburke32@yahoo.com

Phone - 386-965-6447 or 386-364-5487

Tawanna Bryant

d/b/a Tender Touch Learning Center, LLC

409 Hillman Avenue

Live Oak, Florida 32064

Phone – 386-208-2273

Renata Beasley

d/b/a Renata Beasley Large Family Child Care Home

1707 Ruby Street

Live Oak, Florida 32064

Phone – 386-205-0959

Florlene Johnson

d/b/a Johnson's Family Child Care Home

1510 Ruby Street, NE

Live Oak, Florida 32064

Phone – 386-364-1483 or 386-361-0447 FAX – 386-362-1373

EXHIBIT B
Rate Scale

Tawanna Bryant d/b/a Tender Touch Learning Center, LLC 2019 – 2020 Child Care Rates									
INFANTS 0 – 12 Months		One Year Olds 12 – 23 Months		Two Year Olds 24 – 35 Months		Three Year Olds 36 – 47 Months		Four Year Olds 48 – 59 Months	
Week	Day	Week	Day	Week	Day	Week	Day	Week	Day
130.00	26.00	120.00	24.00	105.00	21.00	95.00	19.00	90.00	18.00

EXHIBIT C

SUWANNEE COUNTY SCHOOLS
Teenage Parent Child Care Program
2019 - 2020 School Year

Child Care Provider's Name: Tender Touch Learning Center, LLC Mailing Address: 409 Hillman Avenue Live Oak, Florida 32064 Phone: 386-208-2273 Contact: Tawanna Bryant															Circle Current Month AUGUST 2019 SEPTEMBER 2019 OCTOBER 2019 NOVEMBER 2019 DECEMBER 2019 JANUARY 2020 FEBRUARY 2020 MARCH 2020 APRIL 2020 MAY 2020 JUNE 2020																																																																																																																																	
Child's Name (Insert date) : →															<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <th colspan="5">M T W Th F</th> <th colspan="5">M T W Th F</th> <th colspan="5">M T W Th F</th> <th colspan="5">M T W Th F</th> </tr> <!-- Empty rows to represent the grid in the image --> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>															M T W Th F					M T W Th F					M T W Th F					M T W Th F																																																																																																			
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X = present H = holiday (If child is <u>absent</u>, leave space blank)															Completed Attendance Sheet due by the 10th of each month following the month of attendance. Failure to return completed attendance sheet by due date can result in payment for services being delayed. Deliver completed attendance sheet to : Suwannee County School Board ATTN: Michele Howard 1729 Walker Avenue, SW, Suite 200, Live Oak, Florida 32064 386-647-4636- ofc. 386-208-8687- FAX michele.howard@suwannee.k12.fl.us																																																																																																																																	

EXHIBIT D**Suwannee County School District
Teenage Parent Program**

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

Intent:

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

Transportation:

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

Day care:

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

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

Student Signature _____ Date _____

Parent Signature _____ Date _____

Guidance Counselor Signature _____ Date _____

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

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

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

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

Parent Conference Checklist

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

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

Signature Guidance Counselor _____ Date _____
 Student Signature _____ Date _____

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

 Parent Signature _____ Date _____

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

 Parent Signature _____ Date _____

EXHIBIT E

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

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

One-stop Delivery System Partnership Agreement

between

NORTH FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.

d/b/a CareerSource North Florida

and

Suwannee County District Schools – Adult and Community Education

1. Parties to Agreement

The parties represented in this Partnership Agreement (Agreement) are local workforce board, North Florida Workforce Development Board, Inc., d/b/a CareerSource North Florida (CSNF) and local required one-stop partner, Suwannee County District Schools – Adult and Community Education (SCSD-AE) which are collectively referred to as the Parties.

2. Purpose of Agreement

Pursuant to the Workforce Innovation and Opportunity Act (WIOA) [Public Law 113-128 (29 U.S.C. Sec. 3101, *et. seq.*)], and in accordance with the US Departments of Labor and Education Notifications of Proposed Rulemaking (NPRM) at 20CFR parts 676, 677 and 678 and at 34CFR parts 361 and 463, local workforce boards are required to discuss and negotiate a memorandum of understanding (Agreement) relating to the operation of the one-stop delivery system with required one-stop partners to include how the costs of the services and the operating costs of the system will be funded.

As a result of the above CSNF, through the CareerSource North Florida Career Centers (CSNFCC), and SCSD-AE enter in to this Agreement to coordinate their respective responsibilities for furnishing educational and vocational services to career seekers and adult learners. The coordination of services between each party requires the managed flow of information between each other to ensure that policy, procedure, service delivery and resources are provided in a manner that maximizes the likelihood of positive outcomes for their customers.

3. Agreement Period

The Parties hereto agree that each of them may execute this Agreement on different dates, but hereby acknowledge that this MOU shall become effective July 1, 2019 with an expiration date of June 30, 2021. Either party wishing to withdraw from this agreement shall provide a 30-day written notice of termination to the other party.

Notwithstanding the above, this Agreement may be modified at any time by mutual written consent of both Parties.

**4. Provision of Services
General Responsibilities**

- 4.1. CSNF, through the CareerSource North Florida Career Centers (CSNFCC), and SCSD-AE will each provide to the other, written procedures that outline their respective referral process. The parties each agree to collaborate in the review of these processes and procedures to ensure compliance with all applicable laws and regulations and facilitate a smooth and seamless workflow.
- 4.2. CSNFCC and SCSD-AE will each cross promote their respective programs within their organizations as well as externally in the community using a variety of media outreach.
- 4.3. CSNFCC and SCSD-AE will collaborate with each other on grant funding opportunities and sector strategies as appropriate.
- 4.4. CSNFCC and SCSD-AE will each offer an annual in-service workshop(s) for faculty and staff to educate each other about services available through their respective programs.

**5. Provision of Services
CareerSource North Florida**

CSNF, through the CareerSource North Florida Career Centers (CSNFCC) will perform the following functions:

- 5.1. Through its Training/Business Roundtable, and the Career Pathways Consortium, assist with planning and facilitation of meetings between the Parties.
- 5.2. Coordinate with SCSD-AE to provide access to workforce services and programs to ensure the needs of career seekers and adult learners are met.
 - 5.2.1. Assist eligible SCSD-AE career seekers and adult learners with Employ Florida Marketplace (EFM) registration.
 - 5.2.2. Adult learners are individuals that are:
 - 5.2.2.1. 16 years of age or older.
 - 5.2.2.2. Are not enrolled or required to be enrolled in secondary school.
 - 5.2.3. Provide career guidance and employment assistance as appropriate for WIOA enrolled learners.
 - 5.2.4. Facilitate essential work skills training for WIOA enrolled learners.
 - 5.2.5. Assist with attainment of industry recognized certifications for WIOA enrolled learners.
 - 5.2.6. All applicable credentialing, screening and test results will be jointly shared between SCSD-AE and CSNF.

5.2.6.1. All adult learners will sign joint release of information consent forms.

5.3. As needed and mutually agreed to, provide non-exclusive office space, meeting area, services and training venues to SCSD-AE staff, as space permits, that include the following:

- Office Space Lease
- Electricity
- Water/Sewer/Trash
- Janitorial Services
- Property and Liability Insurance
- Facility Maintenance
- Reception Staff Services
- IT Technical Support
- Telephone Service
- Telecommunication services
- Computer Equipment Usage
- Copier/Printer/Fax Usage
- Computer Software and Supplies

5.4. To facilitate and maintain collaboration, cooperation and ongoing communication with CSNF and the Career Centers' General Manager, the CSNFCC General Manager and Site Managers, or designee, shall serve as the primary points of contact and have responsibility for oversight of the conduct of all center occupants and their operations. However, SCSD-AE has ultimate responsibility to ensure its employees, and customers conduct themselves in a professional, business-like manner.

5.4.1. SCSD-AE faculty and staff shall adhere to the CSNFCC dress code and require the same of their customers.

5.4.1.1. Customers will also be required to adhere to child-friendly hours.

5.4.2. SCSD-AE staff shall communicate any changes to their regular work schedule with the CSNFCC Site Manager, or designee, in a timely manner, so as to allow for adequate time to plan alternative customer scheduling.

5.4.2.1. SCSD-AE is responsible for notifying scheduled customers of the changes.

6. Provision of Services
Suwannee County District Schools – Adult and Community Education

SCSD-AE will perform the following functions:

- 6.1. Coordinate with CSNF to provide access to Adult Education services and programs to ensure the needs of career seekers and adult learners are met.
- 6.2. Assist with screening and eligibility determination for workforce services to include, but not limited to, TABE testing as needed or requested for WIOA participants.
 - 6.2.1. All applicable credentialing, screening and test results will be jointly shared between SCSD-AE and CSNF.
 - 6.2.1.1. All adult learners will sign joint release of information consent forms.
- 6.3. Assist CSNFCC staff in obtaining credentials, academic progress, and other documentation of career seekers and adult learners as required.
- 6.4. Assist with the attainment of recognized certifications by conducting the following training programs at CSNF Career Centers, or other acceptable locations, pursuant to a mutually agreed to schedule:
 - 6.4.1. GED preparation and testing
 - 6.4.2. English for Speakers of Other Languages (ESOL)
 - 6.4.3. CTE programs as available and appropriate

7. Confidentiality

CSNFCC and SCSD-AE and their respective employees, volunteers, contractors, subcontractors or partners providing services pursuant to this MOU agree to maintain the confidentiality of any and all information regarding career seekers, adult learners or their immediate families that by law are not subject to public disclosure under Article 1, Section 24 of the Florida Constitution and section 119.07, F.S. pursuant to Florida Statutes: 443.171; 443.1715; 445.010(2); 414.295; and in accordance with 29 CFR Part 71; 20 CFR 617.57 (b); and 45 CFR 205.50.

The Parties shall abide by all present and future state and federal laws and regulations including CareerSource Florida, Department of Economic Opportunity (DEO) and Florida Department of Education (FDE) policies and procedures pertaining to workforce and adult education programs and grants, privacy requirements and data confidentiality; and data security measures imposed by their respective governing agencies. All SCSD-AE employees, volunteers, contractors, subcontractors or partners granted access to CSNFCC electronic data systems pursuant to this Agreement shall sign confidentiality access agreements required by CSNF for systems access privileges.

8. Dispute Resolution

This Agreement is governed and construed according to the laws of the State of Florida, and the parties expressly submit to its jurisdiction and to the jurisdiction

and venue of the Circuit Court of Suwannee County, Florida. The parties will use best efforts to negotiate to resolve all differences. Each party shall provide written notice to the other party of any dispute regarding this agreement. The receiving party must in turn respond in writing no later than 15 days from the date of receipt. The parties shall first attempt to resolve their dispute informally. If the parties are unable to resolve the dispute in this manner, the matter shall then be forwarded to a mutually agreed to third party for resolution, whose decision shall be final.

9. Funding of One-stop Center Infrastructure and Services Costs

As stated above, WIOA and USDOL and DOE NPRM's require the operation of the one-stop delivery system with required one-stop partners to address how the costs of the services and the operating costs of the one-stop delivery system will be funded.

As a result of the above the Parties will establish a separate contract agreement for SCSD's share of infrastructure costs related to provision of AE services if such is needed.

10. Notices and Communications

All notices related to contractual obligations required herein, shall be considered *received* when delivered to:

For CareerSource North Florida:

Diane Head, Executive Director
CareerSource North Florida
705 E. Base St.
Madison, FL 32340
850.973.1807
Diane.head@careersourcenorthflorida.com

For Suwannee County District Schools – Adult and Community Education:

Ted Roush, Superintendent of Schools
702 2nd Street, NW
Live Oak, FL 32064
386.647.4600
superintendent@suwannee.k12.fl.us

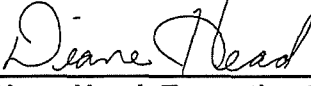
In the event that either party designates different representatives after execution of this Agreement, notice of the name, title, address, email address, and phone number of the new representative shall be rendered in writing to the other party.

11. Signature

The Parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

By signing below the following persons attest authority to bind their respective party in a contractual agreement and hereby agree to the terms and conditions set forth in this document.

**North Florida Workforce Development Board, Inc.
d/b/a CareerSource North Florida**

 6/25/19
Diane Head, Executive Director Date

Suwannee County District Schools – Adult and Community Education

Ted Roush, Superintendent Date _____

Chairperson, Suwannee County School Board

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



Agreement# sasB_21115-52 (new)

Approved: SCSB

Date

Services One-stop Delivery System Partnership Agreement

between

NORTH FLORIDA WORKFORCE DEVELOPMENT BOARD, INC. d/b/a CareerSource
North Florida

and

Suwannee County ~~School~~ District Schools - Adult and Community Education

TRAINING PROVIDER AGREEMENT

1. Parties to Agreement

This is an Agreement between the ~~North Florida Workforce Development Board, Inc., referred to as CSNF or CareerSource North Florida, and Suwannee County School District, referred to as Training Provider~~ for the purpose of providing a broad range of educational and training services to eligible individuals in Hamilton, Jefferson, Lafayette, Madison, Suwannee, and Taylor Counties.

2. ~~Contract Type and Amount~~

This is an ~~Indefinite Delivery/Indefinite Quantity Contract Agreement~~ between CSNF and the Training Provider and is subject to available funding. The Training Provider guarantees under this Agreement to provide training to CSNF customers in a timeline mutually agreed to. Payment made by CSNF to the Training Provider under this Contract will be in accordance with individual CSNF vouchers issued during the Term of the Agreement.

This Agreement does not agree to any predetermined total dollar amount, and the signing of this Agreement does not require CSNF to purchase any training from the Training Provider.

3. ~~Term of the Agreement~~

This Agreement will become effective on the date this agreement is fully executed and remain in full force and effect for five years thereafter unless otherwise extended or terminated by the parties. This Contract may be modified at any time upon mutual agreement of the parties. It will be the responsibility of the Training Provider to provide CSNF with an updated summary of any requested changes to the Program Information Form (Attachment A) with justification and any updates to policies concerning refunds, cancellations, and withdrawals no later than June 30th of each year. Annually, CSNF will make determinations on continuing individual training programs based on the current year Regional Targeted Occupations List (RTOL) as well as reported performance, and updated cost and program information provided by the Training Provider to CSNF.

705 E. Base Street | Madison,
FL 32340
careersourcenorthflorida.com
p: 866-367-4758

4. Statement of Work**Hoy**

Agreement# scsb 2015-52 (new)

Page 1 of 8

An Equal Opportunity Program. Auxiliary aids and services are available upon request to individuals with disabilities.

- 4.1. Eligible individuals referred by CareerSource North Florida Career Center staff to the Training Provider shall be enrolled in the approved training course(s)/program specified in the Program Information Form (Attachment A).
- 4.2. The Training Provider shall invoice CSNF for the course(s) in which the participant is enrolled and attending for the current semester or similar training cycle at the agreed upon tuition/fee less applicable discounts or financial aid. CSNF shall not pay any fees that are not specified in this contract, as per the Program Information Form (Attachment A), or in the individual participant's voucher.
- 4.3. The Training Provider acknowledges and understands that under no circumstance can it hold the student accountable for any program costs that are paid through the vouchers as a provision of this Agreement and/or vouchers issued through this Agreement. Students will be held responsible for costs not covered by those vouchers.
- 4.4. The Training Provider shall only provide services under a voucher if it has been signed by a CSNF Manager. Upon receiving a voucher that is not signed, the Training Provider shall return the voucher to the student for proper execution by CSNF prior to enrollment.
- 4.5. The Training Provider shall only provide the course(s)/program authorized in Attachment A, Program Information Form.
- 4.6. The Training Provider shall notify CSNF of any changes that will affect a Program Information Form prior to the enrollment of any individual referred by CSNF.
- 4.7. The Training Provider shall charge a total amount not to exceed the respective Program Information Form (Attachment A) inclusive of all paying parties and financial aid.
- 4.8. The Training Provider is not authorized to enroll CSNF referred participants into additional training courses or programs without prior written consent of CSNF staff.
- 4.9. The CSNF will ensure that each referred individual will be encouraged to apply for financial aid. Likewise, the Training Provider agrees that each individual referred by CSNF for training will be evaluated for all financial aid eligibility normally available to the Training Provider's students and shall be evaluated for and receive such financial aid without discrimination based on the student's CSNF funding eligibility status. CSNF funded participants shall be afforded all the rights, privileges, and benefits available to the general student population of the Training Provider.
- 4.10. The Training Provider agrees to maximize CSNF funding by applying it toward the student's tuition, books and fees prior to applying any other source of funding, including Pell moneys. CSNF encourages the training Provider to release any unused Pell moneys to the student for travel and other support services. WIA/ITA funding may not be able to provide.
- 4.11. The Training Provider acknowledges and understands that in accordance with the Florida Workforce Innovation Act, the use of unlawful remuneration to a CSNF funded student in return for attending the Training Provider's institution is prohibited. Unlawful remuneration does not include student financial assistance programs.
- 4.12. The Training Provider agrees not to offer or provide anything of value to any CSNF employee, Provider, or assignees including a gift, loan, reward, promise of future employment, favor, or service, based on the understanding that CSNF will direct or influence customers to attend classes or train through the Training Provider.

Agreement# scsb 2015-52 (new)

5. FETPIP Reporting

As required by the state, the Training Provider must supply performance information to the Florida Education and Training Placement Information Program (FETPIP). Providers in the State of Georgia must provide a performance report semi annually (every 6 months) which includes number of enrollees, number of placements, and wage at placement. Reporting to FETPIP or directly to CSNF is a requirement of this Agreement. The Training Provider understands that subsequent eligibility will be based, in part, on data reflecting favorable

outcomes as verified by FETPIP or direct reporting.

The Training Provider is responsible for making arrangements and providing the information required by FETPIP in a timely manner. For further information on FETPIP, visit the FETPIP website at <http://www.flrn.edu/doe/fetpip> or call FETPIP at (850) 245-9754.

Georgia Providers should submit their semi-annual reports by mail or email to:

CareerSource North Florida

Training Provider Reporting

705 E. Base Street

Madison, FL 32340

shuan.gelvez@careersourcenorthflorida.com

6. Payment and Delivery

- 6.1. Tuition payments will be considered only for those individuals referred to the Training Provider by CSNF as evidenced by a valid voucher. Tuition or other payments will be made by CSNF to the Training Provider only for those individuals enrolled in and receiving training or for those individuals who have completed training.
- 6.2. The Training Provider shall forward to CSNF a written invoice for this tuition/fee at the time a referred student begins training and becomes eligible for invoicing.
- 6.4. The Training Provider agrees not to accept a voucher that was transferred to any other student or that appears altered in any way. Upon receiving an ineligible voucher under either of the previous conditions, the Training Provider will immediately refer the customer along with the voucher back to the Career Consultant specified on the voucher.
- 6.5. Upon execution of this Agreement, the Training Provider will supply CSNF with a copy of its written policies for the general student population concerning refunds, cancellations, and withdrawals. The submitted policies will remain in effect throughout the agreement period unless otherwise approved in writing by CSNF.
- 6.6. In conformity with the Training Provider's submitted refund policies, the Training Provider shall refund to CSNF such tuition/fees that are paid by CSNF for individuals who enroll in and begin training but drop out of courses.
- 6.7. Any changes in the Training Provider's tuition and fees must be submitted in writing with justification to CSNF for acceptance. Changes must be reviewed and accepted by CSNF prior to implementation under this Agreement. If the changes are accepted, CSNF will issue a revised Program Information Form (Attachment A) in writing. All Program Information Forms (Attachment A) remain in full effect until new Program Information Forms (Attachment A) are received and authorized in writing by CSNF.
- 6.8. The Training Provider acknowledges and understands that under no circumstances shall out of state tuition be paid by CSNF funding above the Course and Fees Agreement approved amounts.
- 6.9. Payment Procedure:
- 6.9.1. The Training Provider will receive funds based on the information contained in the voucher and from the coordination of other funding sources available to the student.
- 6.9.2. To receive reimbursement from CareerSource North Florida, the Training Provider must submit to CSNF an official voucher and invoice, supported by back-up documentation on costs. The payment requested should be addressed to CSNF Executive Assistant:

Executive Assistant
North Florida Workforce Development Board
705 E Base Street
Madison, FL 32340

Agreement # scsb 2015-52

(new

shuan.gelvez@careersourcenorthflorida.com

- 6.9.3. Vouchers and invoices accepted for payment will generally be paid within thirty (30) days of receipt. In the event of termination, the CSNF shall be liable only for payment of allowable costs incurred only under the ITA voucher(s) to the Training Provider for prior services rendered up to and including the date of termination. Final billing for payment must be received by CSNF within thirty (30) days of the termination date.

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- 6.9.4. Vouchers and invoices not accepted for payment will be returned to the Training Provider with an explanation and any steps to possibly rectify the situation. Vouchers may be returned under circumstances including, but not limited to, the following:

- 6.9.4.1. The voucher has been altered.
6.9.4.2. The voucher's pricing is higher than the fees agreed on in the respective signed Program Information Form.

7. Records

The Training Provider shall notify the CSNF Career Consultant listed on the respective voucher within ten (10) days of each participant's completion or termination/drop from the training program. CSNF funded participants shall be eligible for program completion according to the same standards applied to the Training Provider's general student population.

8. Access to Records & Monitoring

- 8.1. At any time during normal business hours and as often as the following organizations or their designated representatives may deem necessary, the Training Provider shall make available or provide access to all documents, papers, letters, or other materials prepared or received by the Training Provider that are directly pertinent to charges to this program including any relevant financial records, supporting documentation, statistical records, interviews and discussions, and all other pertinent records of the Training Provider involving transactions related to this Agreement. This shall include the right to examine and make excerpts of transcripts and photocopies of the records determined necessary.

© CareerSource North Florida • The State of Florida
and its Providers © United States Department of Labor
© United States Department of Health and Human
Services © Comptroller General of the United States
© The Program Review Unit/Office of Workforce Program Development and
Guidance AND/OR © The Office of Civil Rights

These data and records shall be available for examination, audit, or for the making of excerpts or copies of such records for the purpose of auditing and monitoring program activities to determine compliance with the provisions of this Agreement.

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Agreement # scsb-2015-
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a.3. All records pertinent to this Contract, including financial, statistical, property, participant records, and supporting documentation, shall be retained by the Training Provider for a period of five (5) years from the date of the final payment of this Contract Agreement or until all audits are complete and findings on all claims have been finally resolved, whichever is later. If any litigation, auditor claim remains unresolved at the expiration of the longest of the hereinabove stated periods, then the records will be retained until all outstanding issues have been resolved.

9. Audits

If applicable, the Training Provider shall provide for an independent certified audit in accordance with generally accepted auditing standards as mandated by the provisions of the Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments and Nonprofit Organizations", and any other specific requirements imposed by CareerSource North Florida.

Circulars are available at <http://www.whitehouse.gov/omb/circulars/default>.

10. Assignments and Subcontracts

The Training Provider may not assign or subcontract any of its duties or responsibilities under this Agreement without the express written consent of CSNF.

11. Termination**11.1. Termination at Will:**

Either party may terminate this Agreement by giving thirty (30) days written notice to the other party with or without cause. Notice of termination shall be sent via certified mail, return receipt requested.

In the event of termination with or without cause, both parties agree to negotiate a plan to ensure an orderly transition for customers in training.

11.2. Termination for Breach:

Upon breach of this Agreement by the Training Provider, CSNF may terminate this Agreement by written notice to the Training Provider. This written notice of termination shall be sent via certified mail, return receipt requested.

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Agreement # scsb-2015-
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Waiver of a breach of any provision shall not be deemed a waiver of any other breach, and no waiver shall be construed to be a modification to any of the terms or conditions of this Agreement.

The provisions within this Agreement do not limit CSNF's remedies at law or in

equity. 11.3. Remedies:

If Training Provider is found in willful violation or in breach of this Agreement, CSNF may request re-payment of expended funds for the period of time the Training Provider was in violation of this Agreement.

Also, once a violation or breach has been determined, CSNF will place the Training Provider on suspension from their approved status.

12. Amendments/Modifications

This Agreement may be amended by a written agreement between both parties. Any modification agreement not in writing is not enforceable. In the event of any amendment to existing laws or regulations that CSNF considers applicable, the parties agree in each occurrence to amend or modify the Agreement to comply with that amendment as determined by CSNF.

The parties also agree to incorporate other future policies, regulations, provisions, or performance standards applicable to this Agreement as they are issued by the funding agencies.

Both parties agree to change specifications and/or modify this Agreement as necessary to comply with legislation, regulations, and policy directives; manage funding; and meet the needs of the customers.

CSNF reserves the right to issue general notices unilaterally amending this Agreement if it does not substantially, nor significantly, modify the scope and intent of work. Such notices will be accomplished by written letter amendment or contract modification.

The parties represented in this Partnership Agreement (Agreement) are local workforce board, North Florida Workforce Development Board, Inc., d/b/a CareerSource North Florida (CSNF) and local required one-stop partner, Suwannee County District Schools - Adult and Community Education (SCSD- AE) which are collectively referred to as the Parties.

2. Purpose of Agreement

Pursuant to the Workforce Innovation and Opportunity Act (WIOA) [Public Law 113-128 (29 U.S.C. Sec. 3101, *et. seq.*)], and in accordance with the US Departments of Labor and Education Notifications of Proposed Rulemaking (NPRM) at 20CFR parts 676, 677 and 678 and at 34CFR parts 361 and 463, local workforce boards are required to discuss and negotiate a memorandum of understanding (Agreement) relating to the operation of the one-stop delivery system with required one-stop partners to include how the costs of the services and the operating costs of the system will be funded.

As a result of the above CSNF, through the CareerSource North Florida Career Centers (CSNFCC), and SCSD-AE enter in to this Agreement to coordinate their respective responsibilities for furnishing educational and vocational services to career seekers and adult learners. The coordination of services between each party requires the managed flow of information between each other to ensure that policy, procedure, service delivery and resources are provided in a manner that maximizes the likelihood of positive outcomes for their customers.

3. Agreement Period

The Parties hereto agree that each of them may execute this Agreement on different dates, but hereby acknowledge that this MOD shall become effective July 1, 2019 with an expiration date of June 30, 2021. Either party wishing to withdraw from this agreement shall provide a 30-day written notice of termination to the other party.

Notwithstanding the above, this Agreement may be modified at any time by mutual written consent of both Parties.

INFO ONLY

4. Provision of Services
General Responsibilities

- 4.1. CSNF, through the CareerSource North Florida Career Centers (CSNFCC), and SCSD-AE will each provide to the other, written procedures that outline their respective referral process. The parties each agree to collaborate in the review of these processes and procedures to ensure compliance with all applicable laws and regulations and facilitate a smooth and seamless workflow.
- 4.2. CSNFCC and SCSD-AE will each cross promote their respective programs within their organizations as well as externally in the community using a variety of media outreach.
- 4.3. CSNFCC and SCSD-AE will collaborate with each other on grant funding opportunities and sector strategies as appropriate.
- 4.4. CSNFCC and SCSD-AE will each offer an annual in-service workshop(s) for faculty and staff to educate each other about services available through their respective programs.

5. Provision of Services
CareerSource North Florida

CSNF, through the CareerSource North Florida Career Centers (CSNFCC) will perform the following functions:

- 5.1. Through its Training/Business Roundtable, and the Career Pathways Consortium, assist with planning and facilitation of meetings between the Parties.
- 5.2. Coordinate with SCSD-AE to provide access to workforce services and programs to ensure the needs of career seekers and adult learners are met.

5.2.1.

5.2.2.

5.2.3.

5.2.4.

5.2.5.

Assist eligible SCSD-AE career seekers and adult learners with
Employ Florida Marketplace (EFM) registration.

Adult learners are individuals that are:

5.2.2.1. 16 years of age or older.

5.2.2.2. Are not enrolled or required to be enrolled in
secondary school.

Provide career guidance and employment assistance as
appropriate for WIOA enrolled learners.

Facilitate essential work skills training for WIOA enrolled
learners.

Assist with attainment of industry recognized certifications for
WIOA enrolled learners.

All applicable credentialing, screening and test results will be
jointly shared between SCSD-AE and CSNF.

5.2.6.1. All adult learners will sign joint release of information consent forms.

5.3. As needed and mutually agreed to, provide non-exclusive office space, meeting area, services and training venues to SCSD-AE staff, as space permits, that include the following:

Office Space Lease
Electricity
Water/Sewer/Trash Janitorial Services
Property and Liability Insurance Facility
Maintenance Reception Staff Services IT
Technical Support Telephone Service
Telecommunication services Computer
Equipment Usage Copier/Printer/Fax
Usage Computer Software and Supplies

5.4. To facilitate and maintain collaboration, cooperation and ongoing communication with CSNF and the Career Centers' General Manager, the CSNFCC General Manager and Site Managers, or designee, shall serve as the primary points of contact and have responsibility for oversight of the conduct of all center occupants and their operations. However, SCSD-AE has ultimate responsibility to ensure its employees, and customers conduct themselves in a professional, business-like manner.

5.4.1. SCSD-AE faculty and staff shall adhere to the CSNFCC dress code and require the same of their customers.

5.4.1.1. Customers will also be required to adhere to child-friendly hours.

5.4.2. SCSD-AE staff shall communicate any changes to their regular work schedule with the CSNFCC Site Manager, or designee, in a timely manner, so as to allow for adequate time to plan alternative customer scheduling.

5.4.2.1. SCSD-AE is responsible for notifying scheduled customers of the changes.

6. Provision of Services

Suwannee County District Schools - Adult and Community Education

SCSD-AE will perform the following functions:

- 6.1. Coordinate with CSNF to provide access to Adult Education services and programs to ensure the needs of career seekers and adult learners are met.
- 6.2. Assist with screening and eligibility determination for workforce services to include, but not limited to, TABE testing as needed or requested for WIOA participants.
 - 6.2.1. All applicable credentialing, screening and test results will be jointly shared between SCSD-AE and CSNF.
 - 6.2.1.1. All adult learners will sign joint release of information consent forms.
- 6.3. Assist CSNFCC staff in obtaining credentials, academic progress, and other documentation of career seekers and adult learners as required.
- 6.4. Assist with the attainment of recognized certifications by conducting the following training programs at CSNF Career Centers, or other acceptable locations, pursuant to a mutually agreed to schedule:
 - 6.4.1. GED preparation and testing
 - 6.4.2. English for Speakers of Other Languages (ESOL)
 - 6.4.3. CTE programs as available and appropriate

7. Confidentiality

CSNFCC and SCSD-AE and their respective employees, volunteers, contractors, subcontractors or partners providing services pursuant to this MOD agree to maintain the confidentiality of any and all information regarding career seekers, adult learners or their immediate families that by law are not subject to public disclosure under Article I, Section 24 of the Florida Constitution and section 119.07, F.S. pursuant to Florida Statutes: 443.171; 443.1715; 445.010(2); 414.295; and in accordance with 29 CFR Part 71; 20 CFR 617.57 (b); and 45 CFR 205.50.

The Parties shall abide by all present and future state and federal laws and regulations including CareerSource Florida, Department of Economic Opportunity (DEO) and Florida Department of Education (FDE) policies and procedures pertaining to workforce and adult education programs and grants, privacy requirements and data confidentiality; and data security measures imposed by their respective governing agencies. All SCSD-AE employees, volunteers, contractors, subcontractors or partners granted access to CSNFCC electronic data systems pursuant to this Agreement shall sign confidentiality access agreements required by CSNF for systems access privileges.

8. Dispute Resolution

This Agreement is governed and construed according to the laws of the State of Florida, and the parties expressly submit to its jurisdiction and to the jurisdiction

CareerSource
NORTH FLORIDA

and venue of the Circuit Court of Suwannee County, Florida. The parties will use best efforts to negotiate to resolve all differences. Each party shall provide written notice to the other party of any dispute regarding this agreement. The receiving party must in turn respond in writing no later than 15 days from the date of receipt. The parties shall first attempt to resolve their dispute informally. If the parties are unable to resolve the dispute in this manner, the matter shall then be forwarded to a mutually agreed to third party for resolution, whose decision shall be final.

9. Funding of One-stop Center Infrastructure and Services Costs

As stated above, WICA and USDOL and DOE NPRM's require the operation of the one-stop delivery system with required one-stop partners to address how the costs of the services and the operating costs of the one-stop delivery system will be funded.

As a result of the above the Parties will establish a separate contract agreement for SCSD's share of infrastructure costs related to provision of AE services if such is needed.

10. Notices and Communications

All notices related to contractual obligations required herein, shall be considered received when delivered to:

For CareerSource North Florida:

Diane Head, Executive Director CareerSource North
Florida 705 E. Base St.

Madison, FL 32340 850.973.1807

Diane.head@careersourcenorthflorida.com

For Suwannee County District Schools - Adult and Community Education: Ted Roush,
Superintendent of Schools 702 2nd Street, NW Live Oak, FL 32064 386.647.4600
superintendent@suwannee.k12.fl.us

The following individuals have been established by the parties to act as the liaison between CSNF and the Training Provider to help resolve any issues related to this Agreement or to send and receive certified and other mail or notices related to contractual obligations. In the event that either party designates different representatives after execution of this Agreement, notice of the name, title, address, email address, and phone number of the new representative shall be rendered in writing to the other party.

Agreement # SCSB 2015-52 (new;

For CareerSource North Florida:

Sheryl Rehberg, Executive Director 705 E Base Street Madison,
FL 32340 Phone: (850) 973-2672
Email: sheryl.rehberg@careersourcenorthflorida.com For

Training Provider:

Point of Contact Jerry A. Scarborough _____
Title Superintendent of Schools
Address 702 2nd Street, NW
City, State, Zip Code Live Oak, FL 32064 Phone Number:
386 647 4600
Email: jascarborough@suwanneeschools.org

14.0 Signature Authority

11. Signature

The Parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

Signature:

JUL 22
2021 DATE

Printed Name: Jerry A. Scarborough

Rumberger, Ki
Suwannee School

INFO ONLY

~~Title: Superintendent~~

6/25/19 Date

Deane Head
OX 6% 11

~~Sheryl Rehberg^Executive Director~~

705 E. Base Street | Madison, FL 32340 careersourcenorthflorida.com p: 866.367.4758

~~Page 8 of 8~~

An Equal Opportunity Program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers can be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

Suwannee County District Schools - Adult and Community Education

Ted Roush, Superintendent Date

Shirley Rehberg

Chairperson, Suwannee County School Board

Approved as to Form and
Sufficiency BY

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

Diane Head, Executive Director

INFO ONLY

Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	7/8/2019 2:15:14 PM
Comparison Time	1.06 seconds
compareDocs version	v4.2.300.9

Sources	
Original Document	\\HomeDirs01\Users\$\cduquette_My Settings\Desktop\Compare Contract\SCSB 2015-52 Fully Executed.pdf
Modified Document	\\HomeDirs01\Users\$\cduquette_My Settings\Desktop\Compare Contract\SCSB 2020-58 CareerSource.pdf

Comparison Statistics	
Insertions	42
Deletions	11
Changes	1
Moves	0
TOTAL CHANGES	54

Word Rendering Set Markup Options	
Name	Standard
Insertions	
Deletions	
Moves / Moves	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
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	Formatting
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
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True

SCHOOL AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement") is made as of this July 1, 2019 by and between Suwannee County School Board (SCSB) hereinafter referred to as "School" and Notami Hospitals of Florida, Inc. d/b/a/ Lake City Medical Center, hereinafter referred to as "Hospital".

WITNESSETH:

WHEREAS, School offers to enrolled students in a Pharmacy Technology program in the field of Pharmacy Technicians, a Patient Care Technician program in the field of Patient Care Technicians, a Practical Nurse Education program in the field of Practical Nursing, a Surgical Technology program in the field of Surgical Technicians and a Medical Administrative Specialist program in the field of Medical Administrative Specialist and

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

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

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

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

1. RESPONSIBILITIES OF SCHOOL.

- (a) **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:
- (i) Orientation of students to the clinical experience at Hospital;
 - (ii) Provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
 - (iii) Preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;
 - (iv) Continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;
 - (v) Supervision of students and their performance at Hospital;
 - (vi) Participation, with the students, in Hospital's Quality Assurance and related programs;
 - (vii) Performance of such other duties as may from time to time be agreed to between School and Hospital;

- (viii) Provide adequate documentation attesting to competency of each instructor.

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

- (b) **Student Statements.** School shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B.
- (c) **Insurance.** School shall obtain and maintain, or shall require each individual Program Participant to obtain and maintain, occurrence-type general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Program Participant, with insurance carriers or self insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term of this Agreement and upon the termination of this Agreement, or the expiration or cancellation of the insurance, School shall purchase, or shall require each individual Program Participant to purchase, tail coverage for a period of three years after the termination of this Agreement or the expiration or cancellation of the claim-made coverage (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain workers' compensation insurance and unemployment insurance for School employees assigned to Hospital. For all insurance required by this Paragraph 1(c), School shall require the insurance carrier notify Hospital at least thirty (30) days in advance of any cancellation or modification of such insurance policy and shall provide to Hospital, upon request, certificates of insurance evidencing the above coverage and renewals thereof.
- (d) **Health of Program Participants.** All Program Participants shall pass a medical examination acceptable to Hospital prior to their participation in the Program at Hospital at least once a year or as otherwise required by the laws of the State where the Hospital is located. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

Program Participants will present the following health records on the first day of their educational experience at Hospital (Program Participants will not be allowed to commence experiences until all records are provided):

- (i) Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and
- (ii) Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
- (iii) Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and

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- (iv) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
- (v) Proof of Influenza vaccination during the Flu season, October 1 to March 31, (or dates defined by CDC), or a signed Declination Form.
- (vi) Evidence of a Negative drug and alcohol screen, as required by Section 1(h).
- (e) **Dress Code; Breaks.** School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. All Program Participants shall remain on the Hospital premises for breaks, including meals. Program Participants shall pay for their own meals at Hospital.
- (f) **Performance.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.
- (g) **Background Checks.** School represents that it will timely conduct (or will timely have conducted) a background check on each and every Program Participant at the Hospital. Said background check shall include, at a minimum, the following:
 - (i) Social Security Number Verification;
 - (ii) Criminal Search (7 years or up to 5 criminal searches);
 - (iii) Employment Verification to include reason for separation and eligibility for re-employment for each employer for 7 years *(not required for students younger than 21 years of age)*;
 - (iv) Violent Sexual Offender and Predator Registry Search;
 - (v) HHS/OIG List of Excluded Individuals/Entities;
 - (vi) GSA List of Parties Excluded from Federal Programs;
 - (vii) Education verification (Highest Degree Received)
 - (viii) U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN);
 - (ix) Applicable State Exclusion List, if one.

The background check for Program Participants who are licensed or certified caregivers shall

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include the above, and in addition, shall include the following:

- (i) Education verification (highest level);
- (ii) Professional License Verification;
- (iii) Certification & Designations Check;
- (iv) Professional Disciplinary Action Search;
- (v) Department of Motor Vehicle Driving History, based on responsibilities;
- (vi) Consumer Credit Report, based on responsibilities.

School shall provide an *Attestation of Satisfactory Background Investigation* in the form attached hereto as the Exhibit C prior to each student and staff/faculty member's participation in the Program at the Hospital. Should the background check disclose adverse information as to any Program Participant, School shall immediately remove said Program Participant from the Program.

- (h) **Drug and Alcohol Testing.** School represents that it will timely conduct (or require timely conduction of) a drug and alcohol test on each and every Program Participant.
 - (i) To ensure the accuracy and fairness of the testing program, all collection and testing will be conducted pursuant to guidelines established by the Medical Review Officers of the testing Hospital and, if applicable, in accordance with Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines; a confirmatory test; the opportunity for a split sample; review by an MRO, including the opportunity for employees or students who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.
 - (ii) Substances tested prior to placement at Hospital must at a minimum include amphetamines, barbiturates, benzodiazepines, opiates, marijuana, methadone, and cocaine.
 - (iii) Program Participant will be required to undergo drug and alcohol testing upon reasonable suspicion that the Program Participant has violated the policy, or after any "on-the-job" accident, which involves injury requiring medical treatment or evaluation of the Program Participant or another person, or property damage. Reasonable suspicion and reportable accident testing will include amphetamines, barbiturates, benzodiazepines, carisoprodol, opiates, fentanyl analogues, methadone, meperidine, marijuana, and cocaine.
- (i) **School Status.** School represents and warrants to Hospital that the School and its Program Participants participating hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may

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result in the School or a Program Participant being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Hospital of any change in status of the representation and warranty set forth in this section. Any breach of this Paragraph 1(h) shall give Hospital the right to immediately terminate this Agreement for cause.

2. RESPONSIBILITIES OF HOSPITAL.

- (a) Hospital shall accept the Program Participants assigned to the Program by School and reasonably cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide reasonable opportunities for such Program Participants, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.
- (b) Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

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

- (a) Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Hospital or the School.
- (b) Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. WITHDRAWAL OF PROGRAM PARTICIPANTS.

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

5. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES.

The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement.

6. NON-DISCRIMINATION.

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran

status, or handicap in either the selection of students for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Program.

7. INDEMNIFICATION.

To the extent permitted by applicable law and without waiving any defenses, School shall indemnify and hold harmless Hospital and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School or any of its faculty, Program Participants, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Hospital shall indemnify School against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by School in defending or compromising actions brought against School arising out of or related to the Hospital's performance of duties hereunder.

8. CONFIDENTIALITY.

School and its agents, Program Participants, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

9. TERM; TERMINATION.

(a) The initial term of this Agreement shall be 1 year(s), commencing on July 1, 2019 and ending on June 30, 2020.

(b) Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed six (6) months.

10. ENTIRE AGREEMENT.

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

11. SEVERABILITY.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this

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Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

12. CAPTIONS.

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

13. NO WAIVER.

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

14. GOVERNING LAW.

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

15. ASSIGNMENT; BINDING EFFECT.

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

16. NOTICES.

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

If to Hospital:	<u>Notami Hospitals of Florida Inc. d/b/a</u> <u>Lake City Medical Center</u> <u>340 NW Commerce Drive</u> <u>Lake City, FL 32055</u> Attention: Chief Executive Officer
If to School Board:	<u>Suwannee County School Board</u> <u>1729 Walker Avenue, SW, Suite 200</u> <u>Live Oak, FL 32064</u> Attention: Ted L. Roush, Superintendent of School
Copy to:	HCA One Park Plaza, Bldg. 1, 2-East Nashville, TN 37203 Attention: Operations Counsel
With copy to School:	<u>RIVEROAK Technical College</u> <u>415 SW Pinewood Drive</u> <u>Live Oak, FL 32064</u> Attention: Mary Keen, Principal

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

17. EXECUTION OF AGREEMENT.

This Agreement shall not become effective or in force until all of the below named parties have fully executed this Agreement.

18. HIPAA Requirements.

To the extent applicable to this Agreement, the School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic Transactions Regulations", all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements.". The School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. The School agrees to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

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

19. COMPLIANCE WITH HOSPITAL POLICIES AND PROCEDURES.

School and Program Participants shall comply with Hospital Policies and Procedures to the extent such Hospital Policies and Procedures do not conflict with the terms of this Agreement.

20. NO REQUIREMENT TO REFER.

Nothing in this Agreement requires or obligates School to admit or cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement is conditioned on any requirement or expectation that the parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. Neither party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

21. Public Records.

For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT D which is incorporated by reference herein.

THE PARTIES HERETO have executed this Agreement as of the day and year first above written.

Suwannee County School Board

By: Ed daSilva

Title: Chairman, Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____

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

Suwannee County School Board

By: Ted L. Roush

Title: Superintendent of Schools

Lake City Medical Center

By: _____

Title: _____

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at Lake City Medical Center ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by:

RIVEROAK Technical College ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Signature of Program Participant/Print Name

Date

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

Date

EXHIBIT B

Confidentiality and Security Agreement

I understand that the Hospital or business entity (the "Hospital") for which I work, volunteer or provide services manages health information as part of its mission to treat patients. Further, I understand that the Hospital has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their patients' health information. Additionally, the Hospital must assure the confidentiality of its human resources, payroll, fiscal, research, internal reporting, strategic planning information, or any information that contains Social Security numbers, health insurance claim numbers, passwords, PINs, encryption keys, credit card or other financial account numbers (collectively, with patient identifiable health information, "Confidential Information").

In the course of my employment/assignment at the Hospital, I understand that I may come into the possession of this type of Confidential Information. I will access and use this information only when it is necessary to perform my job related duties in accordance with the Hospital's Privacy and Security Policies, which are available on the Hospital intranet (on the Security Page) and the Internet (under Ethics & Compliance). I further understand that I must sign and comply with this Agreement in order to obtain authorization for access to Confidential Information or Hospital systems.

General Rules:

1. I will act in the best interest of the Hospital and in accordance with its Code of Conduct at all times during my relationship with the Hospital.
2. I understand that I should have no expectation of privacy when using Hospital information systems. The Hospital may log, access, review, and otherwise utilize information stored on or passing through its systems, including email, in order to manage systems and enforce security.
3. I understand that violation of this Agreement may result in disciplinary action, up to and including termination of employment, suspension, and loss of privileges, and/or termination of authorization to work within the Hospital, in accordance with the Hospital's policies.

Protecting Confidential Information:

1. I understand that any Confidential Information, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
2. I will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know it. I will not take media or documents containing Confidential Information home with me unless specifically authorized to do so as part of my job. Case presentation material will be used in accordance with Hospital policies.
3. I will not publish or disclose any Confidential Information to others using personal email, or to any Internet sites, or through Internet blogs or sites such as Facebook or Twitter. I will only use such communication methods when explicitly authorized to do so in support of Hospital business and within the permitted uses of Confidential Information as governed by regulations such as HIPAA.
4. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized. I will only reuse or destroy media in accordance with Hospital Information Security Standards and Hospital record retention policy.

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5. In the course of treating patients, I may need to orally communicate health information to or about patients. While I understand that my first priority is treating patients, I will take reasonable safeguards to protect conversations from unauthorized listeners. Whether at the School or at the Hospital, such safeguards include, but are not limited to: lowering my voice or using private rooms or areas (not hallways, cafeterias or elevators) where available.
6. I will not make any unauthorized transmissions, inquiries, modifications, or purgings of Confidential Information. I will not access data on patients for whom I have no responsibilities or a need-to-know the content of the PHI concerning those patients.
7. I will not transmit Confidential Information outside the Hospital network unless I am specifically authorized to do so as part of my job responsibilities. If I do transmit Confidential Information outside of the Hospital using email or other electronic communication methods, I will ensure that the Information is encrypted according to Hospital Information Security Standards.

Following Appropriate Access:

1. I will only access or use systems or devices I am officially authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
2. I will only access software systems to review patient records or Hospital information when I have a business need to know, as well as any necessary consent. By accessing a patient's record or Hospital information, I am affirmatively representing to the Hospital at the time of each access that I have the requisite business need to know and appropriate consent, and the Hospital may rely on that representation in granting such access to me.

Using Portable Devices and Removable Media:

1. I will not copy or store Confidential Information on removable media or portable devices such as laptops, personal digital assistants (PDAs), cell phones, CDs, thumb drives, external hard drives, etc., unless specifically required to do so by my job. If I do copy or store Confidential Information on removable media, I will encrypt the information while it is on the media according to Hospital Information Security Standards
2. I understand that any mobile device (Smart phone, PDA, etc.) that synchronizes Hospital data (e.g., Hospital email) may contain Confidential Information and as a result, must be protected. Because of this, I understand and agree that the Hospital has the right to:
 - a. ~~Require the use of only encryption capable devices.~~
 - b. Prohibit data synchronization to devices that are not encryption capable or do not support the required security controls.
 - c. Implement encryption and apply other necessary security controls (such as an access PIN and automatic locking) on any mobile device that synchronizes Hospital data regardless of it being a Hospital or personally owned device.
 - d. Remotely "wipe" any synchronized device that: has been lost, stolen or belongs to a terminated employee or affiliated partner.
 - e. Restrict access to any mobile application that poses a security risk to the Hospital network.

Doing My Part – Personal Security:

1. I understand that I will be assigned a unique identifier (e.g., 3-4 User ID) to track my access and use of Confidential Information and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification processes.

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2. I will:
 - a. Use only my officially assigned User-ID and password (and/or token (e.g., SecurID card)).
 - b. Use only approved licensed software.
 - c. Use a device with virus protection software.
3. I will never:
 - a. Disclose passwords, PINs, or access codes.
 - b. Use tools or techniques to break/exploit security measures.
 - c. Connect unauthorized systems or devices to the Hospital network.
4. I will practice good workstation security measures such as locking up diskettes when not in use, using screen savers with activated passwords, positioning screens away from public view.
5. I will immediately notify my manager, Hospital Information Security Official (FISO), Director of Information Security Operations (DISO), or Hospital or Corporate Client Support Services (CSS) help desk if:
 - a. my password has been seen, disclosed, or otherwise compromised;
 - b. media with Confidential Information stored on it has been lost or stolen;
 - c. I suspect a virus infection on any system;
 - d. I am aware of any activity that violates this agreement, privacy and security policies;
or
 - e. I am aware of any other incident that could possibly have any adverse impact on Confidential Information or Hospital systems.

Upon Termination:

1. I agree that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or my relationship ceases with the Hospital.
2. Upon termination, I will immediately return any documents or media containing Confidential Information to the Hospital.
3. I understand that I have no right to any ownership interest in any Confidential Information accessed or created by me during and in the scope of my relationship with the Hospital.

By signing this document, I acknowledge that I have read this Agreement and I agree to comply with all the terms and conditions stated above.

Signature	Hospital Name and COID	Date
Printed Name	Business Entity Name	

EXHIBIT C

Attestation of Satisfactory Background Investigation

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

- ☐ does not reveal any criminal activity;
- ☐ does not reveal ineligibility for rehire with any former employer or otherwise indicate poor performance;
- ☐ confirms the individual is not on either the GSA or OIG exclusion lists;
- ☐ confirms the individual is not listed as a violent sexual offender;
- ☐ confirms this individual is not on the U.S. Treasury Department's Office of Foreign Assets Control list of Specially Designation Nationals;
- ☐ no other aspect of the investigation required by Employer reveals information of concern; and
- ☐ does not reveal inappropriate use of drugs or alcohol;

I attest that this individual has met all of the health requirements, including:

- ☐ TB test within the last 12 months;
- ☐ Proof of Rubella, Rubeola and Varicella immunity;
- ☐ Proof of Hepatitis B and Flu immunization or declination; and
- ☐ Proof of a satisfactory drug screening as set out in the underlying Affiliation Agreement.

I further attest there are no prior or pending investigations, reviews, sanctions or peer review proceedings; or limitations of any licensure, certification or registration.

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

Identified Individual Subject to the Background Investigation:

Name: _____

Address: _____

Date of Birth: _____

Social Security Number: _____

I also acknowledge and agree to an annual compliance audit by Hospital of five percent (5%) or a minimum of thirty (30) such background investigation files as authorized by the subjects under the Fair Credit Reporting Act (FCRA).

Signature

Printed Name

[Name of Organization]

Date: _____

EXHIBIT D
Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2018)

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

SCHOOL AFFILIATION AGREEMENT

~~This Affiliation Agreement~~ THIS AFFILIATION AGREEMENT (the "Agreement") is made as of this July
1, 2019 by and
between Suwannee County School Board (SCSB) hereinafter referred to as
"School" and Notami Hospitals of Florida, Inc. Inc. d/b/a/ Lake City Medical Center, hereinafter
referred to as "Hospital".

WITNESSETH:

WITNESSETH:

~~Whereas~~ WHEREAS, School offers to enrolled students in a Pharmacy Technology program
in the field of Pharmacy Technicians and a Patient Care Technician program in the
field of Patient Care Technicians, a Practical Nurse Education program in the
field of Practical Nursing, a Surgical Technology program in the field of Surgical
Technicians and a Medical Administrative Specialist program in the field of Medical Administrative
Specialist and

~~Whereas~~ WHEREAS, Hospital operates a comprehensive acute-care medical-surgical
Hospital; and

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

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

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

1. RESPONSIBILITIES OF SCHOOL

1. Responsibilities of School

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

- (i) Orientation of students to the clinical experience at Hospital;
- (ii) Provision of classroom theory and practical instruction to students prior to their
clinical assignments at Hospital;
- (iii) ~~(iii)~~ Preparation of student/patient assignments and rotation plans for each
student and coordination of same with Hospital;
- (iv) Continuing oral and written communication with Hospital regarding student
performance and evaluation, absences and assignments of students, and other
pertinent information;

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- (v) Supervision of students and their performance at Hospital;
- (vi) Participation, with the students, in Hospital's Quality Assurance and related programs;
- (vii) Performance of such other duties as may from time to time be agreed to between School and Hospital;

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- (viii) ~~(viii)~~ Provide adequate documentation attesting to competency of each instructor.

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

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

- (c) **Insurance.** School shall obtain and maintain, or shall require each individual Program Participant to obtain and maintain, occurrence-type general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Program Participant, with insurance carriers or self insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term of this Agreement and upon the termination of this Agreement, or the expiration or cancellation of the insurance. ~~School shall purchase, or shall require each individual Program Participant to purchase, tail coverage for a period of three years after the termination of this Agreement or the expiration or cancellation of the claim-made coverage (said tail coverage shall be in amounts and type equivalent to the claims-made coverage).~~ School shall further, at its expense, obtain and maintain workers' compensation insurance and unemployment insurance for School employees assigned to Hospital. For all insurance required by this Paragraph 1(c), School shall require the insurance carrier notify Hospital at least thirty (30) days in advance of any cancellation or modification of such insurance policy and shall provide to Hospital, upon request, certificates of insurance evidencing the above coverage and renewals thereof.

- (d) **Health of Program Participants.** All Program Participants shall pass a medical examination acceptable to Hospital prior to their participation in the Program at Hospital at least once a year or as otherwise required by the laws of the State where the Hospital is located. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

Program Participants will present the following health records on the first day of their educational experience at Hospital (Program Participants will not be allowed to commence experiences until all records are provided):

- (i) Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and
- (ii) Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
- (iii) ~~(iii)~~ Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and

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- (iv) ~~(iv)~~ Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
- (v) ~~(v)~~ Proof of Influenza vaccination during the Flu season, October 1 to March 31, (or dates defined by CDC), or a signed Declination Form.
- (vi) ~~(vi)~~ Evidence of a Negative drug and alcohol screen, as required by Section 1(h).
- (e) **Dress Code; Breaks.** School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. All Program Participants shall remain on the Hospital premises for breaks, including meals. Program Participants shall pay for their own meals at Hospital.
- (f) **Performance.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.
- (g) ~~(g)~~ **Background Checks.** School represents that it will timely conduct (or will timely have conducted) a background check on each and every Program Participant at the Hospital. Said background check shall include, at a minimum, the following:

 - (i) Social Security Number Verification;
 - (ii) Criminal Search (7 years or up to 5 criminal searches);
 - (iii) ~~(iii)~~ Employment Verification to include reason for separation and eligibility for reemployment ~~re-employment~~ for each employer for 7 years *(not required for students younger than 21 years of age)*;
 - (iv) Violent Sexual Offender and Predator Registry Search;
 - (v) HHS/OIG List of Excluded Individuals/Entities;
 - (vi) GSA List of Parties Excluded from Federal Programs;
 - (vii) Education verification (Highest Degree Received)
 - (viii) U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN);
 - (ix) Applicable State Exclusion List, if one.

The background check for Program Participants who are licensed or certified caregivers shall

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include the above, and in addition, shall include the following:

- (i) ~~(i)~~ Education verification (highest level);
- (ii) Professional License Verification;
- (iii) Certification & Designations Check;
- (iv) Professional Disciplinary Action Search;
- (v) Department of Motor Vehicle Driving History, based on responsibilities;
- (vi) Consumer Credit Report, based on responsibilities.

School shall provide an *Attestation of Satisfactory Background Investigation* in the form attached hereto as the Exhibit C prior to each student and staff/faculty member's participation in the Program at the Hospital. Should the background check disclose adverse information as to any Program Participant, School shall immediately remove said Program Participant from the Program.

- (h) Drug and Alcohol Testing. School represents that it will timely conduct (or require timely conduction of) a drug and alcohol test on each and every Program Participant.
 - (i) To ensure the accuracy and fairness of the testing program, all collection and testing will be conducted pursuant to guidelines established by the Medical Review Officers of the testing Hospital and, if applicable, in accordance with Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines; a confirmatory test; the opportunity for a split sample; review by an MRO, including the opportunity for employees or students who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.
 - (ii) Substances tested prior to placement at Hospital must at a minimum include amphetamines, barbiturates, benzodiazepines, opiates, marijuana, methadone, and cocaine.
 - (iii) Program Participant will be required to undergo drug and alcohol testing upon reasonable suspicion that the Program Participant has violated the policy, or after any "on-the-job" accident, which involves injury requiring medical treatment or evaluation of the Program Participant or another person, or property damage. Reasonable suspicion and reportable accident testing will include amphetamines, barbiturates, benzodiazepines, carisoprodol, opiates, fentanyl analogues, methadone, meperidine, marijuana, and cocaine.
- (i) School Status. School represents and warrants to Hospital that the School and its Program Participants participating hereunder, are (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may

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~~(i)~~ result in the School or a Program Participant being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Hospital of any change in status of the representation and warranty set forth in this section. Any breach of this Paragraph 1(h) shall give Hospital the right to immediately terminate this Agreement for cause.

~~2. Responsibilities of Hospital.~~

2. RESPONSIBILITIES OF HOSPITAL.

- (a) Hospital shall accept the Program Participants assigned to the Program by School and reasonably cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide reasonable opportunities for such Program Participants, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.
- (b) Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

~~3. Mutual Responsibilities~~MUTUAL RESPONSIBILITIES. The parties shall cooperate to fulfill the following mutual responsibilities:

responsibilities;

- (a) Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Hospital or the School.
- (b) Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

~~4. Withdrawal of Program Participants.~~

4. WITHDRAWAL OF PROGRAM PARTICIPANTS.

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

~~5. Independent Contractor; No other beneficiaries.~~

5. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES.

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

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security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement.

6. Non-Discrimination.

6. NON-DISCRIMINATION.

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran

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status, or handicap in either the selection of students for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Program.

~~7. Indemnification,~~

7. INDEMNIFICATION.

To the extent permitted by applicable law and without waiving any defenses, School shall indemnify and hold harmless Hospital and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School or any of its faculty, Program Participants, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Hospital shall indemnify School against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by School in defending or compromising actions brought against School arising out of or related to the Hospital's performance of duties hereunder.

~~8. Confidentiality.~~

8. CONFIDENTIALITY.

School and its agents, Program Participants, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

~~9. Term; Termination.~~

9. TERM: TERMINATION.

(a) The initial term of this Agreement shall be 1 year(s), commencing on July 1, 2019 and ending on June 30, 2020.

(b) Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed six (6) months.

~~10. Entire Agreement.~~

10. ENTIRE AGREEMENT.

This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between

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the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

11. Severability.

11. SEVERABILITY.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this

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Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

~~12. Captions.~~

12. CAPTIONS.

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

~~13. No Waiver.~~

13. No WAIVER.

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

~~14. Governing Law.~~

14. GOVERNING LAW.

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

15. ASSIGNMENT; BINDING EFFECT.

Florida ("State").

~~15. Assignment; Binding Effect.~~

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

~~16. Notices.~~

16. NOTICES.

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

If to Hospital: Notami

Notami Hospitals of Florida Inc. d/b/a

Lake City Medical Center

340 NW Commerce Drive

Lake City, FL 32055

Attention: Chief Executive Officer

If to School Board: _____

Suwannee County School Board

1729 Walker Avenue SW, Suite 200

Live Oak, FL 32064

Attention: Ted L. Roush, Superintendent of School

Copy to: _____

HCA

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One Park Plaza, Bldg. 1, 2-East

Nashville, TN 37203

Attention: Operations Counsel

With copy to School;:

RIVEROAK Technical College

415 SW Pinewood Drive

Live Oak, FL 32064

Attention: Mary Keen, Principal

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

17. Execution of Agreement.

17. EXECUTION OF AGREEMENT.

This Agreement shall not become effective or in force until all of the below named parties have fully executed this Agreement.

18. HIPAA Requirements.

To the extent applicable to this Agreement, the School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic Transactions Regulations"), all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements." The School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. The School agrees to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

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

19. Compliance with Hospital Policies and Procedures.

19. COMPLIANCE WITH HOSPITAL POLICIES AND PROCEDURES.

School and Program Participants shall comply with Hospital Policies and Procedures to the extent such Hospital Policies and Procedures do not conflict with the terms of this Agreement.

20. No Requirement to Refer.

20. NO REQUIREMENT TO REFER.

Nothing in this Agreement requires or obligates School to admit or cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement is conditioned on any requirement or expectation that the parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. Neither party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

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21. Public Records.

For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT D which is incorporated by reference herein.

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~~The Parties Hereto~~ THE PARTIES HERETO have executed this Agreement as of the day and year first above written.

rOjjJ

"Approved as to Form and
BY *[Signature]*

S
Suwannee County School Board
By: *[Signature]*

Ed daSilva
MAY 2 ^ yil1<l

Sufficiency

a>^

Lttt-l

~~Leonard VF. Dietzen HH Rumberger, Kirk Caldwell, PA Suwannee School Board Attorney"~~

Title: Chairman, Suwannee County School Board

~~Suwannee County~~ Suwannee County School Board

By: Ted L. Roush 2-8
"019

Title: Superintendent of Schools

Lake City Medical Center

By: _____

Title: _____

Revised 06/2014

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at Lake City Medical Center ("Hospital"), the clinical setting at Lake City Medical Center ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by:

RIVEROAK Technical College ("School") at Hospital
Date unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Signature of Program Participant/Print Name

Date

Parent or Legal Guardian

Date

If Program Participant is under 18 / Print Name

EXHIBIT B

Confidentiality and Security Agreement

I understand that the Hospital or business entity (the "Hospital") for which I work, volunteer or provide services manages health information as part of its mission to treat patients. Further, I understand that the Hospital has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their patients' health information. Additionally, the Hospital must assure the confidentiality of its human resources, payroll, fiscal, research, internal reporting, strategic planning information, or any information that contains Social Security numbers, health insurance claim numbers, passwords, PINs, encryption keys, credit card or other financial account numbers (collectively, with patient identifiable health information, "Confidential Information").

In the course of my employment/assignment at the Hospital, I understand that I may come into the possession of this type of Confidential Information. I will access and use this information only when it is necessary to perform my job related duties in accordance with the Hospital's Privacy and Security Policies, which are available on the Hospital intranet (on the Security Page) and the Internet (under Ethics & Compliance). I further understand that I must sign and comply with this Agreement in order to obtain authorization for access to Confidential Information or Hospital systems.

General Rules:

1. I will act in the best interest of the Hospital and in accordance with its Code of Conduct at all times during my relationship with the Hospital.
2. I understand that I should have no expectation of privacy when using Hospital information systems. The Hospital may log, access, review, and otherwise utilize information stored on or passing through its systems, including email, in order to manage systems and enforce security.
3. I understand that violation of this Agreement may result in disciplinary action, up to and including termination of employment, suspension, and loss of privileges, and/or termination of authorization to work within the Hospital, in accordance with the Hospital's policies.

Protecting Confidential Information:

1. I understand that any Confidential Information, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
2. I will not disclose or discuss any Confidential information Information with others, including friends or family, who do not have a need to know it. I will not take media or documents containing Confidential Information home with me unless specifically authorized to do so as part of my job. Case presentation material will be used in accordance with Hospital policies.
3. I will not publish or disclose any Confidential Information to others using personal email, or to any Internet sites, or through Internet blogs or sites such as Facebook or Twitter. I will only use such communication methods when explicitly authorized to do so in support of Hospital business and within the permitted uses of Confidential Information as governed by regulations such as HIPAA.
4. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized. I will only reuse or destroy media in accordance with Hospital Information Security Standards and Hospital record retention policy.

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5. ~~5.~~ In the course of treating patients, I may need to orally communicate health information to or about patients. While I understand that my first priority is treating patients, I will take reasonable safeguards to protect conversations from unauthorized listeners. Whether at the School or at the Hospital, such safeguards include, but are not limited to: lowering my voice or using private rooms or areas (not hallways, cafeterias or elevators) where available.
6. ~~6.~~ I will not make any unauthorized transmissions, inquiries, modifications, or purgings of Confidential Information. I will not access data on patients for whom I have no responsibilities or a need-to-know the content of the PHI concerning those patients.
7. ~~7.~~ I will not transmit Confidential Information outside the Hospital network unless I am specifically authorized to do so as part of my job responsibilities. If I do transmit Confidential Information outside of the Hospital using email or other electronic communication methods, I will ensure that the Information is encrypted according to Hospital Information Security Standards.

Following Appropriate Access:

1. I will only access or use systems or devices I am officially authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
2. I will only access software systems to review patient records or Hospital information when I have a business need to know, as well as any necessary consent. By accessing a patient's record or Hospital information, I am affirmatively representing to the Hospital at the time of each access that I have the requisite business need to know and appropriate consent, and the Hospital may rely on that representation in granting such access to me.

Using Portable Devices and Removable Media:

1. I will not copy or store Confidential Information on removable media or portable devices such as laptops, personal digital assistants (PDAs), cell phones, CDs, thumb drives, external hard drives, etc., unless specifically required to do so by my job. If I do copy or store Confidential Information on removable media, I will encrypt the information while it is on the media according to Hospital Information Security Standards.
2. I understand that any mobile device (Smart phone, PDA, etc.) that synchronizes Hospital data (e.g., Hospital email) may contain Confidential Information and as a result, must be protected. Because of this, I understand and agree that the Hospital has the right to:
 - a. Require the use of only encryption capable devices.
 - b. Prohibit data synchronization to devices that are not encryption capable or do not support the required security controls.
 - c. Implement encryption and apply other necessary security controls (such as an access PIN and automatic locking) on any mobile device that synchronizes Hospital data regardless of it being a Hospital or personally owned device.
 - d. Remotely "wipe" any synchronized device that: has been lost, stolen or belongs to a terminated employee or affiliated partner.
 - e. Restrict access to any mobile application that poses a security risk to the Hospital network.

Doing My Part — Personal Security:

1. I understand that I will be assigned a unique identifier (e.g., 3-4 User ID) to track my access and use of Confidential Information and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification processes.

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2. 2-I will:

- a. Use only my officially assigned User-ID and password (and/or token (e.g., SecurID-SecurID card)).
- b. Use only approved licensed software.
- c. Use a device with virus protection software.

3. 3-I will never:

- a. Disclose passwords, PIMsPINs, or access codes.
- b. Use tools or techniques to break/exploit security measures.
- c. Connect unauthorized systems or devices to the Hospital network.

4. 4-I will practice good workstation security measures such as locking up diskettes when not in use, using screen savers with activated passwords, positioning screens away from public view.

5. 5-I will immediately notify my manager, Hospital Information Security Official (FISO), Director of Information Security Operations (DISO), or Hospital or Corporate Client Support Services (CSS) help desk if:

- a. my password has been seen, disclosed, or otherwise compromised;
- b. media with Confidential Information stored on it has been lost or stolen;
- c. I suspect a virus infection on any system;
- d. I am aware of any activity that violates this agreement, privacy and security policies; or
- e. I am aware of any other incident that could possibly have any adverse impact on Confidential Information or Hospital systems.

Upon Termination:

1. I agree that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or my relationship ceases with the Hospital.
2. Upon termination, I will immediately return any documents or media containing Confidential Information to the Hospital.
3. I understand that I have no right to any ownership interest in any Confidential Information accessed or created by me during and in the scope of my relationship with the Hospital.

By signing this document, I acknowledge that I have read this Agreement and I agree to comply with all the terms and conditions stated above.

Signature	Hospital Name and C/OID	Date
Printed Name	Business Entity Name	

EXHIBIT C

Attestation of Satisfactory Background Investigation

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

- ☐ does not reveal any criminal activity;
- ☐ does not reveal ineligibility for rehire with any former employer or otherwise indicate poor performance;
- ☐ confirms the individual is not on either the GSA or OIG exclusion lists;
- ☐ confirms the individual is not listed as a violent sexual offender;
- ☐ confirms this individual is not on the U.S. Treasury Department's Office of Foreign Assets Control list of Specially Designation Nationals;
- ☐ no other aspect of the investigation required by Employer reveals information of concern; and
- ☐ does not reveal inappropriate use of drugs or alcohol;

I attest that this individual has met all of the health requirements, including:

- ☐ TB test within the last 12 months;
- ☐ Proof of Rubella, Rubeola and Varicella immunity;
- ☐ Proof of Hepatitis B and Flu immunization or declination; and
- ☐ Proof of a satisfactory drug screening as set out in the underlying Affiliation Agreement.

I further attest there are no prior or pending investigations, reviews, sanctions or peer review proceedings; or limitations of any licensure, certification or registration.

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

Identified Individual Subject to the Background Investigation:

Name: _____

Address: _____

Date of Birth: _____

Social Security Number: _____

I also acknowledge and agree to an annual compliance audit by Hospital of five percent (5%) or a minimum of thirty (30) such background investigation files as authorized by the subjects under the Fair Credit Reporting Act (FCRA).

Signature _____

Printed Name _____

[Name of Organization] _____

Date: _____

EXHIBIT D

Public Records Law Requirements under Chapter 119.0701, Florida Statutes (2018)

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

If you are a contractor as defined by Section 449.0701(1)(a), 119.0701(1)(a), Florida Statutes (2018), you must comply with Florida's public records law.

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

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

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

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 449.0701(2)(b)4 119.0701(2)(b)4, Florida Statutes (2018), for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

INFO ONLY

Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	7/8/2019 2:12:16 PM
Comparison Time	1.32 seconds
compareDocs version	v4.2.300.9

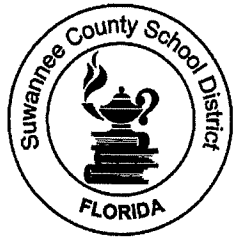
Sources	
Original Document	\\HomeDirs01\Users\$\cduquette_My Settings\Desktop\Compare Contract\SCSB 2020-25 LCMC Pharm Tech SCSB Executed.pdf
Modified Document	\\HomeDirs01\Users\$\cduquette_My Settings\Desktop\Compare Contract\SCSB 2020-59 LCMC - ALL Programs.pdf

Comparison Statistics	
Insertions	52
Deletions	39
Changes	48
Moves	0
TOTAL CHANGES	139

Word Rendering Set Markup Options	
Name	Standard
<u>Insertions</u>	
<u>Deletions</u>	
<u>Moves</u> / Moves	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
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	Formatting
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
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True

SUWANNEE COUNTY SCHOOL DISTRICT



1729 Walker Avenue, SW, Suite 200 • Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635
www.suwannee.k12.fl.us

TED L. ROUSH
Superintendent of Schools

"Suwannee County School District will be a system of excellence ensuring all students are prepared for personal success."

JERRY TAYLOR
DISTRICT 1

CATHERINE CASON
DISTRICT 2

TIM ALCORN
DISTRICT 3

ED DA SILVA
DISTRICT 4

RONALD WHITE
DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools
FROM: Walter Boatright, Director of Human Resources *WB*
DATE: July 10, 2019
RE: Human Resources Transactions for July 23, 2019 Regular Meeting

RECOMMENDATION:

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

SUWANNEE COUNTY SCHOOL BOARD
Human Resources Transactions
July 23, 2019

TO: District School Board of Suwannee County

FROM: 
Ted L. Roush, Superintendent of Schools

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

RECOMMENDATION FOR THE 2018-2019 SCHOOL YEAR:

SUPPLEMENTARY:

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>
Christopher Tomlinson	M/S Assistant Baseball Coach	BHS

End of List
2018-2019
School Year

RECOMMENDATIONS FOR THE 2018-2019 SUMMER TERM:

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Food Service:

Daisy Couture, Food Service Worker, alternate

MISCELLANEOUS:

Curriculum Department:

Approval for Belinda Fries at Suwannee High School and Tammy Neil at Suwannee Middle School to work up to 32 additional hours (each) during July 1, 2019 through July 18, 2019 to support the Title IV and 21st CCLC summer programs, funded by Title IV.

Food Service:

Approval for the following food service workers' to each work up to 4 additional hours per week from June 3, 2019 through June 24, 2019.

Susana Beltres	Teresa Brannan	Daisy Couture
Toni Vargas-Garcia	Gloria Presley	Uriel Ramirez

Approval for Gloria Presley to work up to 4 additional hours during the week of July 15, 2019 through July 18, 2019 to help close the summer food program.

**End of Summer Term List
2018-2019
School Year**

RECOMMENDATIONS FOR THE 2019-2020 SCHOOL YEAR:

RESIGNATIONS: INSTRUCTIONAL:

RIVEROAK Technical College:

Michael G. Bresk, Teacher, effective June 17, 2019

Suwannee Intermediate School:

Timothy Burbridge, Guidance Counselor, effective July 15, 2019

Suwannee Middle School:

Morgan Williams, Music Teacher, effective July 8, 2019

Suwannee Primary School:

Annemarie Croucher, Teacher, effective June 25, 2019

RETIREMENT: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford High School:

John Stancel, Custodian, effective April 3, 2020

RESIGNATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford High School:

Cheri Kennedy, Paraprofessional, effective July 11, 2019

Transportation:

Debra Durden, Crossing Guard, effective June 17, 2019

RECOMMENDATIONS: INSTRUCTIONAL:

Branford Elementary School:

Margaret Williams, Guidance Counselor, effective July 29, 2019

REPLACES: Dana Putnal

Suwannee Elementary School:

Kimberly Buchanan, Teacher, effective August 5, 2019

REPLACES: Daphne McClendon

Nicole Hohman, Teacher, effective August 5, 2019

REPLACES: Ashley Threm

Suwannee High School:

Perry Davis, Dean of Students, effective August 5, 2019

REPLACES: Thomas Abercrombie

Frank Hufty, Teacher, effective August 5, 2019

REPLACES: Kenneth Campbell

Katheryn Quincey, Agriculture Teacher, effective July 1, 2019

REPLACES: Mallory Morgan

Benjamin Thomas, Teacher, August 5, 2019

REPLACES: Roger Sumner

Suwannee Intermediate School:

Mary Kinard, Teacher, effective August 5, 2019

REPLACES: Amy Yarick

Darby Pearson, Teacher, effective August 5, 2019

REPLACES: Kelly Pennington

Stephanee Phillips, Teacher, effective August 5, 2019

REPLACES: Kristy Chauncey

Suwannee Middle School:

Logan Hurst, Teacher, effective August 5, 2019

REPLACES: Alexi Wilson

TRANSFERS/REASSIGNMENTS:

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>EFFECTIVE</u>	<u>REPLACES</u>
Frank Allen	SHS/Teacher	SOS/Teacher	8/5/2019	
Justin Bruce	SIS/Teacher	SOS/Teacher	8/5/2019	
Tammy Butts	SHS/Teacher	SMS/Teacher	8/5/2019	Karen Braun
Kristy Chauncey	SIS/Teacher	SES/Teacher	8/5/2019	Cristina Herrington
Francis Cohen	SHS/Teacher	SOS/Teacher	8/5/2019	
Alexander Gonzalez	SHS/Teacher	SMS/Teacher	8/5/2019	Miriam Venero
Jimmie G. Green	SMS/Teacher	SHS/Teacher	8/5/2019	Perry Davis
Cristina Herrington	SES/Teacher	SMS/Teacher	8/5/2019	Sabrina Harrell
Mary Johnson	SIS/Teacher	SOS/Teacher	8/5/2019	
Lindy Meeks	SES/Teacher	SMS/Teacher	8/5/2019	John Johnson
Kelly Pennington	SIS/Teacher	SES/Teacher	8/5/2019	Lindy Meeks
Erin Roberts	BES/Teacher	BHS/Teacher	8/5/2019	Danelle Bradow
Amy Yarick	SIS/Teacher	SHS/Teacher	8/5/2019	Tammy Butts

LEAVE OF ABSENCE (PERSONAL LEAVE/MATERNITY):

Branford Elementary School:

Katee O'Quinn, Teacher, tentatively August 5, 2019 through October 11, 2019, with the option of returning sooner if released by the doctor.

LEAVE OF ABSENCE (FAMILY AND MEDICAL LEAVE/MATERNITY):

Suwannee Intermediate School:

Hanna Moreno, Teacher, tentatively September 13, 2019 through October 25, 2019, without pay, with the option of returning sooner if released by the doctor.

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Food Service:

Evelin Najera, 8 hour Food Service Worker, effective August 8, 2019

REPLACES: Amoreena Miller

RIVEROAK Technical College:

Dustin Smith, Custodian, effective July 1, 2019

REPLACES: Claudies Ivey

Suwannee Virtual School:

Heather Holton, Administrative School Secretary, effective July 1, 2019

REPLACES: Position Transferred (Linda Strait)

TRANSFERS/REASSIGNMENTS:

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>EFFECTIVE</u>	<u>REPLACES</u>
Brandy Allen	SHS/Paraprofessional	SES/Paraprofessional	8/5/2019	
Tramane Carwise	SIS/Paraprofessional	SOS/Paraprofessional	8/5/2019	
Debra Davis	SMS/Paraprofessional	SHS/Paraprofessional	8/5/2019	
Stephanie Eady	SHS/Paraprofessional	SOS/Paraprofessional	8/5/2019	
Amoreena Miller	SHS/8 hour Food Service	SHS/6 hour Food Service	8/7/2019	
Ronald Tucker	SHS/Paraprofessional	SOS/Paraprofessional	8/5/2019	

SUPPLEMENTARY:

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>
Georgette Allbritton	Instructional Leadership	SPS
Amy Allen	Instructional Leadership	BES
Frank Allen	Varsity Assistant Football Coach	SHS
Douglas Aukerman	NJROTC Instructor	SHS
Kimberly Boatright	Girls' Golf Coach	SHS
Michael Braun	Athletic Director	SHS
Michael Braun	Varsity Offensive/Defensive Coord.	SHS
Justin Bruce	Head Baseball Coach	SHS
Brian Bullock	Boys' Cross Country Coach	SHS
Brian Bullock	Girls' Head Basketball Coach	SHS
Lisa M. Campbell	CDA	BES
Becky Carter	Instructional Leadership	SES
Keith Cherry	Varsity Assistant Football Coach	SHS
Amanda Clark	Instructional Leadership	BES
Francis (BJ) Cohen	Girls' Assistant Basketball Coach	SHS
Megan Collins	Instructional Leadership	SES

Rhonda Crews	Instructional Leadership	SPS
Krystal Cundiff	Instructional Leadership	SIS
Shannon Daniel	Instructional Leadership	SPS
Kelly A. Davidson	Lead CDA	BES
Rosa Davis	Instructional Leadership	SPS
Julianna Dees	Culinary Arts	BHS
Jason Dobson	Band Director	BHS
Nahjawan Dukes	Varsity Assistant Football Coach	SHS
Anne Etcher	Agriculture Teacher/FFA	BHS
Kimberly Garrett	Instructional Leadership	BES
Danielle Gay	Instructional Leadership	SES
Staci Greaves	Instructional Leadership	SPS
Jimmy Glenn Green	Varsity Assistant Football Coach	SHS
Emily Goss	Instructional Leadership	SIS
Traci Green	JV Football Cheerleader Sponsor	SHS
Traci Green	JV Basketball Cheerleader Sponsor	SHS
Sarah Grillo	Varsity Girls' Soccer Coach	SHS
Kyler Hall	Assistant Athletic Director	SHS
Kyler Hall	Varsity Head Football Coach	SHS
Tina Hayes	Instructional Leadership	BES
Jennifer Hitt	Instructional Leadership	SES
Cara Howard	Lead CDA	BES
Mandi Howard	Yearbook Sponsor	BES
Victoria Jensen	Instructional Leadership	BES
Chris Joyner	Varsity Boys' Soccer Coach	SHS
Cierra Keen	Instructional Leadership	SPS
Laura Kinsel	Head Volleyball Coach	SHS
Traci Kirby	Instructional Leadership	BES
Debra Ann Kleinsmith	NJROTC Instructor	SHS
Karen Koon	Brain Bowl Sponsor	BHS
Candice Land	Instructional Leadership	SIS
Daniel Marsee	Varsity Offensive/Defensive Coord.	SHS
Daniel Marsee	Boys' Weightlifting Coach	SHS
Joyce McIntosh	Instructional Leadership	SES
Kerry Jo Melland	Instructional Leadership	SPS
Doug Morgan	Head Swimming Coach	SHS
Susan Michelle Mowry	Instructional Leadership	SES
Tiffany M. Phillips	CDA	BES
Katheryn Quincey	Agriculture Teacher/FFA	SHS
David Rang	Boys' Assistant Soccer Coach	SHS
Rebecca Reaves	Instructional Leadership	SES
Jennifer Richer	Yearbook Sponsor (split)	SES
Edna C. Roberts	CDA	BES
Michelle Ona Robertson	Instructional Leadership	SES
Tina Roush	Instructional Leadership	BES
Stefani Santos	Junior Class Sponsor	BHS
Fred Jose Segura	Girls' Assistant Soccer Coach	SHS
Stephanie Selph	Yearbook Sponsor (split)	SES
Stephanie Selph	Instructional Leadership	SES

Brittney Shearer	Girls' Weightlifting Coach	SHS
Cara Soride	Senior Class Sponsor	BHS
Jeff Smith	Head Varsity Softball Coach	SHS
Phyllis Smith	Instructional Leadership	SIS
Tim Smith	Head JV Softball Coach	SHS
Kimberly Steichen	Yearbook Sponsor	SPS
Jennifer Stevens	Instructional Leadership	SIS
Denise Stewart	Freshman Class Sponsor	BHS
Kathryn Terry	Instructional Leadership	SIS
Daniel Tillman	Assistant Baseball Coach	SHS
Michele Turman	Instructional Leadership	SPS
Travis Tuten	Agriculture Teacher/FFA	SHS
Misty Ward	Yearbook Sponsor	BHS
Abby Warren	Sophomore Class Sponsor	BHS
Vernon Wiggins	Head JV Baseball Coach	SHS
Pam Williams	Varsity FB Cheerleader Sponsor	SHS
Pam Williams	Basketball Cheerleader Sponsor	SHS
Tyler Winburn	Agriculture Teacher/FFA	SMS
Damon Wooley	Boys' Golf Coach	SHS
Stacy Young	Agriculture Teacher/FFA	BHS

LEAVE OF ABSENCE (FAMILY AND MEDICAL LEAVE):

Suwannee Primary School:

Alyssa Sullivan, Occupational Therapy Assistant, tentatively August 5, 2019 through October 25, 2019, without pay, with the option of returning sooner if released by the doctor.

LEAVE OF ABSENCE (MEDICAL LEAVE):

Suwannee Intermediate School:

Timothy Rickett, Custodian, tentatively July 29, 2019 through August 30, 2019, without pay, with the option of returning sooner if released by the doctor.

LEAVE OF ABSENCE (PERSONAL LEAVE):

RIVEROAK Technical College:

Sherry Peppers, Financial Aid Specialist, tentatively August 1, 2019 through October 14, 2019, with pay, with the option of returning sooner.

MISCELLANEOUS:

Approval for the following to work up to 12 additional hours for Pre-K registration at Suwannee Primary School from July 29, 2019 through August 2, 2019.

Tresca Anderson	Amanda Kiser	Betty Riley
Tara Brock	Luvernia Lock	Dora Townsend
Laritta Hunter	Nicole Poole	Deanna Yott

SUBSTITUTES:

The following to serve as Substitute Bus Drivers:

Shateea Butler Bryan Cioni Jennifer Farrar

The following to serve as Substitute Bus Attendants:

Shereen Albury Cynthia Cioni

VOLUNTEER:

Ryan Bell

CONTRACT RECOMMENDATIONS:**SCHOOL ADMINISTRATOR 3-YEAR CONTRACTS:****TERM**

Terry Huddleston	12
Carl Manna	12
Angela Wood	12

ANNUAL INSTRUCTIONAL CONTRACTS:**Branford Elementary School:**

Erin Roberts	10
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RIVEROAK Technical College:

Dustin Smith	12
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Suwannee High School:

Frank R. Allen II	10
Francis (BJ) Cohen	10

**End of List
2019-2020
School Year**

SALARY SCHEDULE 2018-2019

PRINCIPALS AND ADMINISTRATORS

REGULAR DUTY HOURS 8:00 AM - 4:30 PM

Years. Exp. in Comparable Position	0	1	2	3	4	5	6	7	8	9	10	11
10	38472	40444	42412	44382	46347	48319	50287	51096	53974	55366	56238	57052
9	49011	50489	51963	53444	54918	56397	57873	59350	60827	62356	63337	64254
8	58779	60737	62692	64652	66611	68568	70522	72044	73563	75345	76529	77644
7	62190	63190	64190	65190	66190	67190	68190	69190	70190	71190	72190	73190
6	70190	71190	72190	73190	74190	75190	76190	77190	78190	79190	80190	81190
5	62579	65162	67745	70329	72914	75497	78081	79865	81651	83594	84908	86147
4	71190	72190	73190	74190	75190	76190	77190	78190	79190	80190	81190	82190
3	74190	75190	76190	77190	78190	79190	80190	81190	82190	83190	84190	85190
2	72169	74913	77656	80403	83141	85889	88632	90785	92934	95106	96605	98009

CLASSIFICATION OF POSITION

- 10 Supervisor Food Service, Asst. IT Director, Assistant Chief Financial Officer, Assistant Director of Human Resources, Assistant Director of Transportation, Assistant Director of Facilities
- 9
- 8 Coordinator of Health Services and Attendance, Principal Suwannee Virtual School, Lead School Psychologist/Multi-Tiered System of Support (MTSS) Facilitator
- 7
- 6 Principals Elementary Schools, Principal Suwannee Middle School,
- 5 Director of Food Service, Director of Transportation, IT Director, Director of Student Assessment/Curriculum Specialist, Director of Elementary Ed, Director Human Resources, Director of ESE, Director of Federal Programs, Director of Special Programs, Director of Student Services/School Psychologist, Director of Facilities, Director of School Safety and Other Administrative Services, Director of School Choice, Director of Curriculum and Instruction
- 4 Principal Branford High School, Principal RIVEROAK Technical College/Director of Career, Technical and Adult Education
- 3 Principal Suwannee High School
- 2 Assistant Superintendent of Administration/Instructional, Chief Financial Officer

Employee will be placed in appropriate step of classification level based on years of experience. Employee will progress to the succeeding step on July 1 of each year, provided employee has performed satisfactorily for a minimum period of nine (9) months. School Superintendent may place employee in any level of classification justified. Salary adjustment for additional training will be made upon application and presentation of appropriate documentation, and is effective in accordance with new certification.

See reference to longevity supplement in the Differentiated Pay Plan for