

SUWANNEE COUNTY SCHOOL BOARD  
REGULAR MEETING  
September 24, 2019

AGENDA

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag by Suwannee Middle School

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.)

The Superintendent recommends approval to adopt the Agenda.

The Superintendent recommends approval of the Consent Agenda.

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. 5-24)

August 13, 2019	- Workshop Session
	- Special Meeting
August 27, 2019	- Regular Meeting

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

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

**General Checking Account**

General Fund 1000	\$ 865,217.20
LCIF Fund 3200	282,856.51
Spec Act Revenue Bond Fund 3210	148,106.92
Food Service Fund 4100	199,718.39
Federal Fund 4200	126,229.70
	\$ 1,622,128.72

**Payroll Checking Account**

General Fund 1000	\$ 3,044,576.29
Food Service Fund 4100	127,683.07
Federal Fund 4200	324,786.21
	\$ 3,497,045.57

**Total** \$ 5,119,174.29

4. The Superintendent recommends approval of the following budget amendments for fiscal year 2019-2020:

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>
I-2	III-2	IV-2/Federal
		IV-2/Food Service

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.)

#2020-74      Contract between the Florida Learning Alliance, Inc. (FLA, Inc.) and the District School Board of Suwannee County to provide a staff development management system referred to as the Track Application and related support services  
(*Renewal/Revised*) (pgs. 25-45)

- #2020-75 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Genoa Healthcare, LLC (*Renewal/Revised*) (Note: This contract replaces SCSB #2020-24, which was previously approved on May 28, 2019.) (**pgs. 46-57**)
- #2020-76 Memorandum of Agreement between the State of Florida Department of Health and the Suwannee County School Board for the Provision of School Health Services in Suwannee County (*Renewal*) (**pgs. 58-64**)
- #2020-78 Agreement for Educational Staffing between Kelly Services, Inc. and Suwannee County School Board, Florida for substitute Teachers, Paraprofessionals, Clerical, Retiree DROP Program Participants, Food Service Workers, and Custodians (*Renewal/Revised*) (**pgs. 65-114**)

6. The Superintendent recommends approval to accept the following donation:

<u>Site</u>	<u>Item</u>	<u>Donor</u>
SMS-Football Program	Cash Donation (\$1,500)	B.W. Helvenston & Sons Insurance

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
Brealynn	Hill	Suwannee	Lafayette	6

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Payton	Parkerson	BES	SES	3

8. Human Resources Transactions (**pgs. 115-124**)

## REGULAR AGENDA

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

- #2020-73      Clinical Education Agreement between the Suwannee County School Board Surgical Technology Program and Starke HMA, LLC d/b/a Shands Starke Regional Medical Center (*New*)  
**(pgs. 125-140)**
- #2020-77      Water Tower Lease Agreement between the City of Live Oak, Florida, and the School Board of Suwannee County, Florida for installation of communications equipment (*New*)  
**(pgs. 141-161)**

2. The Superintendent recommends approval of the following curriculum item for the 2019-2020 school year:

- a. Suwannee County School District 2019-2020 Uniform Statewide Assessment Calendar **(pgs. 162-170)**

3. The Superintendent recommends approval to award the following bid:

- #20-206      Food Service: Bread (bid results will be provided at the Board Meeting) (*New*)

4. The Superintendent recommends approval for a facility modification to design and construct a new softball field at Suwannee Middle School (SMS). This project will be fully funded by SMS athletic donations and fundraisers.
5. Legal Counsel's Report
6. Superintendent's Report
7. Issues and concerns Board members may wish to discuss

End of Agenda



SUWANNEE COUNTY SCHOOL BOARD  
WORKSHOP SESSION  
August 13, 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, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. School Board Member Catherine Cason was absent.

Administrators and others present: Jennifer Barrs, Walter Boatright, Pat Brantley (arrived at 1:00 p.m.), Bill Brothers, Mark Carver, Lisa Dorris, Janene Fitzpatrick, Ronnie Gray, Malcolm Hines, Terry Huddleston, Teri Jones (arrived at 9:55 a.m.), Debbie Land, Dee Dee McManaway (arrived at 9:33 a.m.), Lisa Pennington (arrived at 1:00 p.m.), Angie Stuckey (arrived at 9:25 a.m.), Kelly Waters, Virginia Weaver (arrived at 1:00 p.m.), Jimmy Wilkerson (arrived at 10:00 a.m.), and Josh Williams. Tyson Johnson and representatives with Arthur J. Gallagher & Company; Barry Murphy and representatives with Mitigate Partners; and Stephanie Stone and Tina Mosely, with Kelly Services; were also present.

Chairman daSilva called the meeting to order at 9:03 a.m.

School Configuration..... Janene Fitzpatrick

Mrs. Fitzpatrick provided a PowerPoint presentation regarding an update on school configuration process and surveys for the three Live Oak elementary schools. Mr. White questioned the status of Branford Elementary School (BES) in relation to the school configuration process. Mrs. Fitzpatrick stated that configuration of the Live Oak schools must first be determined; then BES will be addressed as to what class offerings will be at BES.

Alternative Health Care Options ..... Ted Roush

Mr. Roush introduced Barry Murphy and representatives, with Mitigate Partners, who provided a PowerPoint presentation regarding alternative health care options (operation and management of health care), which could result in cost savings for out of pocket expenses to employees.

Kelly Services Annual Presentation (pg. 2) ..... Walter Boatright/Kelly  
Services Representatives

Mr. Boatright introduced Stephanie Stone and Tina Moseley, with Kelly Services, who distributed and reviewed a handout regarding the annual Partnership Review, for the 2018-2019 school year, pertaining to the District's substitutes, employee absenteeism, etc.; as well as information regarding the proposed revised contract for Kelly Services for the 2019-2020 school year.

The workshop recessed at 11:42 a.m. and resumed at 12:45 p.m.

Assistant Superintendent of Administration .....Bill Brothers  
Department Update

- Ag Farm Signage

Mr. Brothers distributed a handout regarding a draft of the Ag Farm signage for the Suwannee High School Don Boyette Land Lab and the Branford High School (BHS) Willie Veal Land Lab; along with new signage at the BHS football stadium, which is still being worked on. Discussion followed regarding increasing the width of the opening and gate for the BHS land lab, as well as whether the signs would be made out of wood or metal. Consensus of the Board was to not increase the width of the opening and gate for BHS and to leave the actual sign material (hanging sign with new name) at the discretion of Mr. Brothers and Facilities Department.

Mr. Taylor also suggested that our welding and/or carpentry classes make a sign of our new District logo that can be hung in our Board Room at the new District Office.

Human Resources Department Update ..... Walter Boatright

- Job Descriptions (pgs. 3-9)

Mr. Boatright reviewed the following new job descriptions:

#185          Food Service Monitor

- Board members expressed concern that Food Service Monitor positions have been filled before the job description has been Board approved; Mr. Taylor stated that, as a District, we have to stop spending money. Mr. Dietzen shared that due to mandates regarding safety, we are having to implement various positions and procedures at the last minute, which does not provide adequate

notice on various safety-related items to Board members. Mrs. DePratter shared the timing of approving the job description and how it relates to bargaining and ratification by the Union. Mr. Roush confirmed with Mrs. Dorris that Food Service rolled over \$800,000 from last school year to this school year; the dollars for these positions will be paid from Food Service funds, which we have more than adequate funds.

#186      Student Success and Safety Advocate

- Mr. White expressed concern with freezing the current Community Relations Specialist position and adding the new Student Success and Safety Advocate position; Mr. Dietzen stated it is better to freeze the position versus deleting the position; it can only be unfrozen by Board approval.

**Miscellaneous**

Mr. Roush read information regarding IDEA Part B requirements, which our District met by the ESE Department having perfect scores in all categories. There are only two counties in our state that have accomplished this requirement. Kudos to Debbie Land and her department.

Student Services Department Update.....Debbie Land

Mrs. Land provide an update for the Student Services Department, which included new contracts with Communication Services, Inc. d/b/a Interpretek (works with deaf students); and Amy Parker Therapy Services, PLLC d/b/a EALM Therapy.

Superintendent Update ..... Ted Roush

- Mr. Roush provided an update for the Student Ambassador Program, with Barrett Young, from BHS; and Antonio White, from SHS; serving as Student Ambassadors for the 2019-2020 school year, beginning with the August 27 Board meeting.
- Regarding complaints with the start of school process, he asked the Board to reassure parents that issues are continually being work on and to please have patience.
- Mr. Wilkerson reported on drop off location for the new Suwannee Opportunity School; Mr. Cherry will transport them on a school bus to the SHS bus compound in the afternoons.

- Mr. Roush stated that a Guidance Counselor position has been posted for the last couple months and unable to fill the position from the vacancy at Suwannee Intermediate School (SIS). Currently Kim Cohen, Guidance Counselor for Suwannee Middle School (SMS), has been temporarily assigned to SIS until a permanent replacement can be found for SIS.

The workshop adjourned at 2:14 p.m.

SUWANNEE COUNTY SCHOOL BOARD  
SPECIAL MEETING  
August 13, 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, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. School Board Member Catherine Cason was absent.

Chairman daSilva called the meeting to order at 2:33 p.m.

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

**Chief Financial Officer – Vickie DePratter:**

1. MOTION by Mr. Taylor, second by Mr. White, for approval to award the following bid:

#20-202            Document Imaging Conversion Services (formerly  
Micrographics) to Instream, LLC

MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. Alcorn, second by Mr. White, for approval of the negotiated salary schedule for 2019-2020 and collective bargaining items tentatively agreed upon. (pgs. 2-15) MOTION CARRIED UNANIMOUSLY

**Assistant Superintendent of Instruction – Janene Fitzpatrick:**

**Action On The Agenda Addendum**

- #1. MOTION by Mr. White, second by Mr. Alcorn, for approval of the following contract/agreement for the 2019-2020 school year: (RENEWAL) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2020-72      Dual Enrollment Articulation Agreement between the District Board of Trustees of North Florida Community College and the District School Board of Suwannee County (*Renewal/Revised*)  
(pgs. A2-A65)

MOTION CARRIED UNANIMOUSLY

**End of Agenda Addendum**

3. MOTION by Mr. Alcorn, second by Mr. Taylor, for approval of the following contract/agreement for the 2019-2020 school year, along with the following changes: Page 17, Item 3.A., Eligibility Requirements for Participation in the Sentinel Scholars Collegiate Academy Program/Initial Eligibility Requirements: For clarification, add language “must include Algebra I” at the end of the following sentence -- “...in at least one academic high school course taken as an 8<sup>th</sup> grader”. Also, same page and item: For clarification, “GPA” refers to high school classes and not middle school classes.

(NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2020-60      Sentinel Scholars Collegiate Academy Pilot Memorandum of Understanding between North Florida College and Suwannee County School District for dual enrollment purposes (*New*)  
(pgs. 16-26)

MOTION CARRIED UNANIMOUSLY

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

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

#2020-70      Agreement between the School Board of Suwannee County, Florida, and the Suwannee County Sheriff's Office to hire eight, and up to nine, full-time School Resource Officers for the 2019-2020 school year (*Renewal*) **(pgs. 27-30)**

MOTION CARRIED UNANIMOUSLY

The meeting adjourned at 3:19 p.m.

SUWANNEE COUNTY SCHOOL BOARD  
REGULAR MEETING

August 27, 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, Tim Alcorn, Catherine Cason, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager.

School Resource Officer Rachel Rodriguez was present.

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

Pledge led by Chairman daSilva due to no student volunteers from the Florida Sheriffs Youth Ranch (FSYR) being in attendance at the start of the meeting.

Special Recognition by the Superintendent:

Mr. Roush provided background information regarding the Board's new Student Ambassador Program. He introduced Antonio White, SHS Student Ambassador, who was present at the meeting. He also announced that Barrett Young is our BHS Student Ambassador, but was not able to attend the meeting tonight.

- Emergency Management Operations Center/Sharon Hingson – Support of the Suwannee County School District
- 2019 State FFA Convention Winners

**Suwannee Middle School**

- |                |   |
|----------------|---|
| Maddie Carte   | - First Place: Prepared Public Speech Contest |
|                | - Finalist: State Star Discovery              |
| Aubrey Reppert | - Finalist: Feeder Swine Proficiency          |
| Kati Taylor    | - Finalist: Feeder Steer Proficiency          |



**Branford High School**

- |                         |   |
|-------------------------|---|
| Casidy Coker            | - Awarded State FFA Degree  |
| Wyatte Eakins           | - Awarded State FFA Degree<br>- Finalist: Forestry Proficiency      |
| Destiny Fennell         | - Awarded State FFA Degree<br>- Finalist: Dairy Proficiency         |
| Chelsey Jackson Gaylard | - Awarded American FFA Degree                                       |
| Jonathan Gaylard        | - Awarded American FFA Degree                                       |
| Ritchie Glass           | - Awarded State FFA Degree  |
| Brianna Lanier          | - Awarded State FFA Degree  |
| Haley Phillips          | - Awarded American FFA Degree                                       |
| Trevon White            | - Awarded State FFA Degree  |
| Trey White              | - Awarded State FFA Degree<br>- Winner: Florida Star Placement      |
| Mckayden Wilkerson      | - First Place: Agriscience Fair Division 1<br>- National Finalist   |
| Barrett Young           | - Winner: Florida FFA Vegetable Proficiency<br>- Gold Rank National |
| BHS FFA Chapter         | - Second Place: Agriculture Advocacy Award                          |

**Suwannee High School**

- |                |  |
|----------------|--|
| Bryan Bailey   | - Finalist/Winner: Forest Management and<br>Products Proficiency |
| Chason Howle   | - Awarded State FFA Degree                                       |
| Sarah Beth Lee | - Awarded State FFA Degree                                       |

	- Finalist/Winner: Ag Communications Proficiency
Maggie Reaves	- Awarded American FFA Degree
Dallas Taylor	- Awarded American FFA Degree - Finalist: Fruit and Vegetable Production Proficiency
Will Wood	- Awarded American FFA Degree

- Perfect Scores on 2018 Spring FSA
- NEFEC Principal Leadership Academy Participants
- Brian Dassler Leadership Academy Participants

Student volunteers from the FSyr arrived late and shared information regarding the FSyr. FSyr Chaplain Bruce Rzegota apologized for them being late to the meeting.

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.)

The following individuals addressed the Board:

- Kelli Quincy – School dress code
- Ronnika Robinson – School dress code
- Yolanda Jones – School dress code at Suwannee Middle School
- Taylisha Jackson – Bus drop offs and being able to ride certain buses
- Brittany Ward – School dress code about children that wear only what the parents can afford or what they can find in their size
- Lamarra Lopez Ixcoy – Students that score a Level 1 on FSA do not get the opportunity to take certain courses for high school
- Inez Pate – School dress code for middle school

Note: Chanika Ansley filled out and submitted a Citizen Input form regarding bullying and school dress code; however, Ms. Ansley was not present when it was time for her to address the Board.

Discussion followed regarding the dress code issue. Mr. daDilva asked that the subject be discussed further at a future workshop.

MOTION by Mr. Taylor, second by Ms. Cason, for approval to adopt the Agenda.  
MOTION CARRIED UNANIMOUSLY

Mr. White pulled the following items from the Consent Agenda for discussion purposes:

- Item #2  
Mr. White stated that he did not approve the budget and feels that he can't approve the Financial Statements for July 2019.
- Items #3, #4, and #5  
Mr. White asked for explanation of expenditures and budget amendments. Mrs. DePratter responded.
- Item #7: Contract #2020-62  
Mr. White questioned if there is data to support the contract. Mr. Boatright responded that the contract is for the employee Watch Program; it is part of the Collective Bargaining Agreement; and felt the advantages outweigh the disadvantages. Mrs. DePratter responded that this type program is required for auditing purposes.
- Item #8  
Mr. White questioned where CAPE Program funds are generated from. Mrs. DePratter responded they come from student industry certifications.
- Item #11  
Mr. White expressed his concern with regards to the hiring of the Food Service Monitor positions (Page 80, under Recommendations: Non-Instructional/School Related) without prior Board approval of a job description. It was pointed out that the job description for these positions is an agenda item on the Regular Agenda portion, which will be voted on at tonight's meeting.

MOTION by Mr. Taylor, second by Ms. Cason, for approval to adopt the Agenda.  
MOTION CARRIED four to one; Mr. White voted NO.

## 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. Approval of the following Minutes: **(pgs. 10-36)**

- |               |  |
|---------------|--|
| July 16, 2019 | - Expulsion Issues Hearing (Private)   |
|               | - Workshop Session   |
|               | - Special Meeting  |
| July 18, 2019 | - Special Meeting (Advertise tentative Millage Rates and tentative Budget for 2019-2020) |
| July 23, 2019 | - Public Hearing   |
|               | - Regular Meeting  |
| July 29, 2019 | - Workshop Session   |
|               | - Public Hearing (Adopt the tentative Millage Rates and tentative Budget for 2019-2020)  |

2. Approval of the monthly financial statement for July 2019.

3. The following bills for the period July 1-31, 2019:

**General Checking Account**

General Fund 1000	\$ 590,941.95
LCIF Fund 3200	436,055.57
Spec Act Revenue Bond Fund 3210	124,083.39
Food Service Fund 4100	38,458.31
Federal Fund 4200	<u>79,923.39</u>
	\$ 1,269,462.61

**Payroll Checking Account**

General Fund 1000	\$ 1,082,350.26
Food Service Fund 4100	48,717.13
Federal Fund 4200	<u>154,303.94</u>
	\$ 1,285,371.33

<b><u>Total</u></b>	\$ 2,554,833.94
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4. Approval of the following budget amendments for fiscal year 2018-2019:

<u>General</u>	<u>Special Revenues</u>
I-13	IV-13 (Federal)

5. Approval of the following budget amendments for fiscal year 2019-2020:

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>
I-1	III-1	IV-1 (Federal)
		IV-1 (Food Service)

6. Approval for disposal of property as per the attached Property Disposition Form dated August 27, 2019. **(pg. 37)**

7. 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.)

#2020-62	Employee Protection Line Subscriber Agreement between in2vate, llc and Suwannee County School Board to provide access to the Employee Protection Line Service <i>(Renewal)</i> <b>(pgs. 38-41)</b>
#2020-64	Provider Agreement Course and Virtual Instruction between Edgenuity, Inc. and Suwannee County Schools <i>(Renewal)</i> <b>(pgs. 42-65)</b>
#2020-69	Agreement between the School Board of Seminole County, Florida, on behalf of the East Coast Technical Assistance Center (ECTAC), and the School Board of Suwannee County, Florida, to provide support and technical assistance to Title I and other specified Elementary and Secondary Education Act (ESEA) Programs <i>(Renewal)</i> <b>(pgs. 66-76)</b>

8. Approval of an out-of-state trip for Branford High School students to attend the 2019 National FFA Convention in Indianapolis, Indiana, on October 29-November 1, 2019. *(Funded by Branford High School CAPE Program funds.)*

9. Presented for informational purposes out-of-state travel for the following employees:

<u>Name</u>	<u>Site</u>	<u>Date</u>	<u>Reason</u>	<u>Destination</u>
(*) Anne Etcher	BHS	10/29-11/1/2019	National FFA Convention	Indianapolis, IN

(\*) *Funded by BHS CAPE funds.*

10. 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
Aubriana	Anderson	Suwannee	Dixie	K
Haydan	Anderson	Suwannee	Dixie	3
Allexiss	Bailey	Suwannee	Columbia	6
Alex	Basilice	Suwannee	Madison	9
Caleb	Boatwright	Suwannee	Hamilton	6
Jonathan	Boatwright	Suwannee	Hamilton	7
Brinlee	Clyatt	Suwannee	Levy	4
Layton	Clyatt	Suwannee	Levy	6
Bryce	Cooper	Suwannee	Hamilton	7
Cora	Duncan	Suwannee	Columbia	1
Qwin	Duncan	Suwannee	Columbia	2
Amber	Lambert	Suwannee	Hamilton	10
Aliamae	Leitch	Suwannee	Lafayette	K
Nicolas	McClain	Suwannee	Hamilton	12
Jase	McDonald	Suwannee	Lafayette	K
Hailey	Medina	Suwannee	Hamilton	5
Kayleigh	Nichols	Suwannee	Hamilton	K
Juan	Resendiz	Suwannee	Columbia	11
Jennifer	Stephens	Suwannee	Hamilton	11
Joshua	Wehinger	Suwannee	Columbia	11

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Lacey	Bass	BES	SES	3
Larry	Bass	BES	SPS	1
Clayton	Riggs	BES	SPS	PK
Hunter	Riggs	BHS	SMS	6

11. Human Resources Transactions (pgs. 77-84)

REGULAR AGENDA

**Chief Financial Officer – Vickie DePratter:**

1. MOTION by Mr. Alcorn, second by Mr. Taylor, for approval of the following resolution for the 2019-2020 school year: (Note: This resolution has been reviewed and approved by Board Attorney Leonard Dietzen.) TA/JT/MCU

#2020-01R Resolution Affirming Participation in the Small School District Council Consortium (SSDCC) (pg. 85)

MOTION CARRIED UNANIMOUSLY

2. Discussion and action regarding the selection and appointment of a School Board Member to serve as the District's trustee on the Florida School Boards Insurance Trust (FSBIT) for the 2019-2020 school year.

MOTION by Mr. Alcorn, second by Ms. Cason, for Mr. Taylor to continue serving as the District's trustee on FSBIT for the 2019-2020 school year.

MOTION CARRIED UNANIMOUSLY

**Assistant Superintendent of Administration – Bill Brothers:**

3. Presented for information/discussion and review purposes School Board Policy #5.1001 – Corporal Punishment. (pg. 86)
  - There was no input from the public regarding School Board Policy #5.1001. It was noted that there were no changes to the policy, as well.

**Assistant Superintendent of Instruction – Janene Fitzpatrick:**

4. MOTION by Mr. Taylor, second by Mr. Alcorn, for approval of the 2019-2020 NEFEC Professional Learning Catalog (formerly known as the Master In-Service Plan; developed by NEFEC). (A copy is available for review in the office of the Assistant Superintendent of Instruction.) MOTION CARRIED UNANIMOUSLY
5. MOTION by Mr. Alcorn, second by Ms. Cason, for approval of the Level II School Principal Preparation Program. (A copy of the program document is available for review in the office of the Assistant Superintendent of Instruction.) MOTION CARRIED UNANIMOUSLY
6. MOTION by Mr. Taylor, second by Mr. White, for approval of the 2019-2020 School Improvement Plans for all District schools. (Copies are available for review in the office of the Assistant Superintendent of Instruction.) MOTION CARRIED UNANIMOUSLY

**Director of Career, Technical, and Adult Education – Mary Keen:**

7. MOTION by Mr. Alcorn, second by Ms. Cason, for approval of the following contracts/agreements for the 2019-2020 school year: (NEW) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2020-67	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Sorensen Smith and Bay LLC d/b/a Homewood Lodge ALF ( <i>New</i> ) (pgs. 87-92)
#2020-68	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Pine House Inc. d/b/a Oakridge ( <i>New</i> ) (pgs. 93-98)

MOTION CARRIED UNANIMOUSLY



**Director of Facilities – Mark Carver:**

8. MOTION by Mr. Taylor, second by Mr. Alcorn, for approval to extend the substantial completion date of the New Admin/District Office Construction Project of August 15, 2019, in Contract SCSB #2019-65, with Gray Construction Services, Inc., to October 11, 2019. This is due to a delay with the delivery of the Pre-Engineered Metal Building. There will be no increase in costs for any additional General Conditions. (pgs. 99-104) MOTION CARRIED four to one; Mr. White voted NO.

**Director of Food Service – Lisa Dorris:**

Mrs. Dorris asked that Bid #20-206 be pulled/deleted from the agenda, due to not receiving any bids; the bid will be re-advertised.

9. MOTION by Mr. Alcorn, second by Ms. Cason, for approval to award the following bid (#20-203):

#20-203            Food Service: Supplies to Catko Distributors, Inc. (New)  
(pgs. 105-106)

~~#20-206            Food Service: Bread (information will be provided at the Board Meeting) (New)~~

MOTION CARRIED UNANIMOUSLY

**Director of Human Resources – Walter Boatright:**

Mr. Boatright asked that Items a., c., e., and g., under Item #10 below, be pulled/deleted from the agenda.

MOTION by Mr. Taylor, second by Mr. Alcorn, to AMEND Item #10 as stated above. MOTION CARRIED four to one; Mr. Taylor voted NO.

10. The Superintendent recommends approval of the following personnel items for the 2019-2020 school year (Items b., d., and f. were taken separately):

~~a. Freeze the Community Schools Coordinator position at RIVEROAK Technical College (12 months), effective immediately~~

MOTION by Mr. Alcorn, second by Ms. Cason, for Item 10.b. as follows:

- b. Add Food Service Monitor position (part-time/hourly; 9-months), effective August 12, 2019

MOTION CARRIED UNANIMOUSLY

Mr. Roush noted that the Food Service Monitor positions were discussed all summer in Executive Session; due to these positions being a bargaining and safety item, they had to be hired prior to Board approval of the position.

- ~~e. Add Student Success and Safety Advocate position (12 months), effective immediately~~

MOTION by Mr. Alcorn, second by Mr. Taylor, for Item 10.d. as follows:

- d. Add Job Description #185 – Food Service Monitor (*New*) (**pgs. 108-109**)

MOTION CARRIED UNANIMOUSLY

- ~~e. Add Job Description #186 – Student Success and Safety Advocate (*New*) (**pgs. 110-112**)~~

MOTION by Mr. Taylor, second by Ms. Cason, for Item 10.f. as follows:

- f. Revise *Non-Instructional Salary Schedule 2019-2020 Lunchroom, Appendix A*, to reflect compensation for the Food Service Monitor position, effective August 12, 2019 (**pg. 113**)

MOTION CARRIED UNANIMOUSLY

- ~~g. Revise *Non-Instructional Salary Schedule 2019-2020 Community Schools Coordinator, Appendix A*, to reflect compensation for the Student Success and Safety Advocate position, effective immediately (**pg. 114**)~~

**Director of Student Services – Debbie Land:**

(Presented by Assistant Superintendent of Instruction – Janene Fitzpatrick)

11. MOTION by Mr. Taylor, second by Mr. Alcorn, 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.)

#2020-61      Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Communication Services, Inc. d/b/a Interpretex (*New*) (pgs. 115-127)

MOTION CARRIED UNANIMOUSLY

**School Board Attorney – Leonard Dietzen:**

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

**Superintendent of Schools – Ted Roush:**

13. Superintendent's Report

- Mr. Roush noted, regarding holes in jeans for students, that as long as skin can't be seen, then pants with holes and fabric behind them are okay for students to wear. We may bring standardized dress, for students, back for discussion at a future workshop.
- Update on school configuration will be provided at the September 10, 2019, Board Workshop.
- New traffic pattern solution has been proposed for Branford Elementary School, which will be effective September 3, 2019; letters went out to parents today explaining the new process.
- Will be attending a meeting in Gainesville tomorrow regarding a discussion on best and brightest, where Leonard Dietzen will be presenting.
- Currently researching the reading endorsement issue and hopeful to have a plan in place for the 2020-2021 school year to help our faculty.
- Provided update regarding industry certifications; noted that dollars have been placed in respective school budgets for these certifications.

### **School Board Members:**

#### 14. Issues and concerns Board members may wish to discuss

- Board members expressed thanks and appreciation to Student Ambassador Antonio White and encouraged him to voice his opinion on issues.
- Mr. White expressed thanks and appreciation for the traffic pattern changes at Branford Elementary School to help improve the traffic concerns/issues.
- Mr. Taylor stressed that we have our disagreements, but we are family and we work together for the betterment of our students.
- Ms. Cason asked that we address the topic brought to our attention by a parent, under Citizen Input, regarding children with disabilities possibly being denied access to certain courses.
- Mr. Alcorn expressed thanks and appreciation to the Superintendent and staff for the configuration presentations; he also expressed his thanks to the two School Board-appointed VAB citizen members. He stated that he is trying to pass on some FRS information to the schools; would like to see presentations made to our employees to make them aware of the information.
- Mr. daSilva expressed his thanks to Mrs. Fitzpatrick for her work in gathering the configuration information and having it placed on the District website.

The meeting adjourned at 8:38 p.m.

**A CONTRACT BETWEEN THE FLORIDA LEARNING ALLIANCE, INC. (FLA, INC.)  
HEREIN REFERRED TO AS THE CONTRACTOR AND THE DISTRICT SCHOOL  
BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE BOARD, TO  
PROVIDE A STAFF DEVELOPMENT MANAGEMENT SYSTEM, HEREIN REFERRED  
TO AS THE TRACK APPLICATION AND RELATED SUPPORT SERVICES:**

This contract period shall be from the date of execution to June 30, 2020, and shall remain in effect for a term of one (1) year from said date and shall automatically be renewed for subsequent one (1) year terms on the anniversary date unless modified or terminated by written agreement of the parties.

**I. OBLIGATIONS OF THE CONTRACTOR:**

The Florida Learning Alliance, Inc. (FLA, Inc.) agrees to provide the Track Application and selected services associated with this web-based staff professional learning management system as follows:

- A. To provide instruction on access to the Track Application website, copyrighted and operated through the Florida Learning Alliance, for use by School Board Employees that are provided Internet access through the School Board.
- B. The Contractor is responsible for access control, web content, or any associated operational or maintenance activity of the Track Application website.
- C. To designate a technical contact to provide assistance with data migration and to provide technical assistance for product use and follow-up.
- D. To provide training for each group of users including teachers, principals and staff development administrators, within the district.
- E. To establish Track Application Committees comprised of representatives from each participating district to evaluate the product and make recommendations for future enhancements.
- F. To subcontract any of the above services to the North East Florida Educational Consortium.

**II. OBLIGATIONS OF THE BOARD:**

The Board hereby agrees:

- A. To designate Mary Ann Chaney as district administrator and first line of contact for users.
- B. To pay the district assessment of \$10,228.75 for school year 2019-2020 (based on 2018-2019 FEFP Third Calculation figures at \$1.75 per FTE).  
Subsequent fee assessments will be calculated from the previous year's FEFP Third Calculation at \$1.75 per FTE. All invoices are due in thirty (30) days from the date of the invoice.
- C. To cooperate expeditiously in all matters requiring concurrence or approval in order that the contractor will not be unduly delayed in performing contractual obligations.

**III. MODIFICATION OF CONTRACT**

This contractual attachment may be amended only by an agreement executed in the same manner as the original.

**IV. GOVERNING LAW AND VENUE**

This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this agreement, the parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this agreement.

**V. 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 related to the acts or omissions of Contractor, its agents, officers, or employees in the provision of services or performance of duties by Contractor pursuant to this Agreement.

**VI. SOVEREIGN IMMUNITY**

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

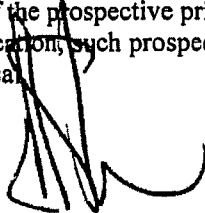
**VII. PUBLIC RECORDS**

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

**VIII. 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 judgement 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.

  
 \_\_\_\_\_  
 John T. Selover, President

6/24/18  
 \_\_\_\_\_  
 Date

**IX. SWORN STATEMENT UNDER SECTION 2871/1333(3) (A),  
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 Florida

COUNTY OF Washington

Before me, the undersigned authority, personally appeared John Selover, who, being by be first duly sworn, made the following statement:

1. The business address of Florida Learning Alliance (Contractor) is \_\_\_\_\_.
2. My relationship to Florida Learning Alliance (Contractor) is President (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.)

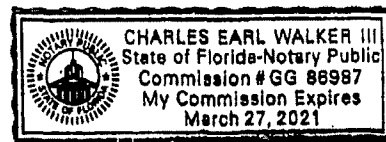
Signature/Date

Sworn to and subscribed before me in the state and county first mentioned above on the 24 day of June, 2019.

Charles Earl Walker III  
Notary Public

(affix seal)

March 27, 2021  
My Commission Expires





**X. CONFLICT OF INTEREST STATEMENT/CERTIFICATION**

The Contractor must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either Section may result in rejection of this Contract.

**SECTION I**

I hereby certify that no official or employee of the Grantee or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Florida Learning Alliance, Inc.  
Company Name

John T. Selover  
Name of Official (Type or Print)

3841 Reid Street  
Business Address

Date

Palatka, FL 32177  
City, State, Zip Code

**SECTION II**

I hereby certify that the following named Grantee official(s) and employee(s) having material financial interest(s) [in excess of 5%] in this company have filed the appropriate Conflict of Interest statements with the Grantee prior to the beginning date of this Contract.

Name

Title or Position

Date of Filing

_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature

Company Name

Name of Certifying Official

Business Address

Date

City, State, Zip Code

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, set their hands and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**APPROVED AND RECOMMENDED FOR SIGNING**

**Florida Learning Alliance, Inc.**

**District School Board of Suwannee County**

  
by Dr. Patrick Wack, Treasurer

\_\_\_\_\_  
by Ted L. Roush, Superintendent

Dated: 8/8/19

Dated: \_\_\_\_\_

\_\_\_\_\_  
by Ed DaSilva, Chairperson

Dated: \_\_\_\_\_

“Approved as to Form and Sufficiency

BY \_\_\_\_\_  
Leonard J. Dietzen, III  
Rumberger, Kirk & Caldwell, P.A.  
Suwannee School Board Attorney”

**EXHIBIT A**

**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).

A CONTRACT BETWEEN THE FLORIDA LEARNING ALLIANCE, INC. (FLA, INC.) HEREIN REFERRED TO AS THE CONTRACTOR AND THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE BOARD, TO PROVIDE A STAFF DEVELOPMENT MANAGEMENT ~~SYSTEM~~ SYSTEM, HEREIN REFERRED TO AS THE TRACK APPLICATION AND RELATED ~~SUPPORT~~ SUPPORT SERVICES;

This contract period shall be from the ~~date of execution to June 30, 2019, unless otherwise amended/extended by mutual agreement~~ date of execution to June 30, 2020, and shall remain in effect for a term of one (1) year from said date and shall automatically be renewed for subsequent one (1) year terms on the anniversary date unless modified or terminated by written agreement of the parties.

**I. OBLIGATIONS OF THE CONTRACTOR:**

The Florida ~~Learning Alliance~~ Learning Alliance, Inc. (FLA, Inc.) agrees to provide the Track Application and selected services associated with this web-based ~~staff~~ staff professional learning management system as follows:

- A. To provide instruction on access to the Track Application website, copyrighted and operated through the Florida Learning Alliance, for use ~~by~~ by School Board Employees that ~~are~~ are provided Internet access through the School Board.
- B. The Contractor is responsible for access control, ~~web content~~ web content, or any associated operational or maintenance activity of the Track Application website.
- C. To designate a technical contact to ~~provide~~ provide assistance with data migration and to provide technical assistance for product use and follow-up.
- D. To provide training for ~~each~~ each group of users including teachers, principals and staff development administrators, within the district.
- E. To establish Track Application Committees comprised of representatives from ~~each~~ each participating district to evaluate the product ~~and~~ and make ~~recommendations~~ recommendations for future enhancements.
- F. To ~~subcontract or~~ subcontract any of the above services services to the North ~~East~~ East Florida Educational Consortium.

**II. OBLIGATIONS OF THE BOARD:**

The ~~Board~~ Board hereby agrees:

- A. To designate Mary Ann Chaney \_\_\_\_\_ ~~as~~ as district administrator and first line of contact for users.
- B. To designate <sup>Mary Ann</sup> Chaney \_\_\_\_\_ ~~as~~ as district representative to serve on the Track Application Steering Committee to evaluate the product and make recommendations for future enhancements.
- C. To designate Mary Ann Chaney ~~as~~ as district representative to serve as a member of Track Application Technical User Group to provide feedback on technical aspects of the Track application and assist in Quality Assurance for future enhancements.
- D. To designate Mary Ann Chaney ~~as~~ as the district representative to serve on the Track Application Instructional User Group to evaluate the product, provide feedback on its use, and make recommendations for future enhancements.

- B. ~~E.~~ To pay the district assessment of ~~\$10,391.50~~ \$10,228.75 for school year 2019-2020 (based on 2017-2018 2018-2019 FEFP Third Calculation figures ~~at \$1.75~~ at \$1.75 per FTE), ~~All invoices are due in thirty (30) days from the date of the invoice.~~ Subsequent fee assessments will be calculated from the previous year's FEFP Third Calculation at \$1.75 per FTE. All invoices are due in thirty (30) days from the date of the invoice.
- C. ~~F.~~ To cooperate expeditiously in ~~all~~ matters requiring concurrence or approval in order that the contractor will not be unduly delayed in performing contractual obligations.

INFO ONLY

**III. MODIFICATION OF CONTRACT**

This contractual ~~attachment~~ attachment may be amended only by an agreement executed in the ~~same~~ same manner as the original.

**IV. GOVERNING LAW AND VENUE**

This agreement will be governed by ~~and~~ and construed in ~~accordance~~ accordance with the laws of the ~~state~~ state of Florida. In the event of any litigation ~~arising~~ arising from this ~~agreement~~ agreement, the parties agree ~~that~~ that the exclusive ~~state~~ state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

The ~~parties~~ parties hereby knowingly, voluntarily and ~~intentionally~~ intentionally waive any right it may have to ~~a~~ a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this agreement.

**V. INDEMNIFICATION**

Contractor shall indemnify and hold harmless SCSB ~~from and against~~ any and all claims, liabilities, ~~damages~~ damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of Contractor, its agents, ~~officers~~ officers, or employees in the provision of services or performance of duties by Contractor pursuant to this Agreement.

**VI. SOVEREIGN IMMUNITY**

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

**VII. PUBLIC RECORDS**

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

**VIII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER MATTERS**

1. The prospective primary participant certifies to ~~the~~ the best of its knowledge and belief, that it, ~~and~~ and its principals:

- a. ~~Are~~ Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from ~~covered~~ 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 judgement 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~~ commission of any of the offenses enumerated in lb. above, of this ~~certification~~ 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~~ for cause of default.

That if  
certific

2. That if the prospective prospective primary participant is unable to certify to any statements in this certification, such which prospective primary primary participant shall attach an explanation to the proposal.

1. Proposed Representative  
al

Signature John T. Spolver, President

Date

Dave

**IX. SWORN STATEMENT STATEMENT UNDER SECTION 287.133(3) (A),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

STATE OF Florida

COUNTY OF Volusia

COUNT OF Volusia

Before me, the undersigned authority, personally appeared John T. Spolver, who, being by be first duly sworn, made the following statement statement:

1. The business address of 1700 111 (Contractor)

2. My relationship to Pltll & rCQ (Contractor)  
is r/v (relationship such as sole  
proprietor, partner, president, vice president).

3. ~~I understand~~ I understand a public entity crime ~~as~~ 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~~ to the transaction of business with any public entity in Florida or with an agency or political subdivision of ~~any~~ any other state or with the United States, including, but not limited to, any bid or Contract for goods or ~~services~~ services to be provided to any public ~~entity~~ entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion,

rackeering, conspiracy, or ~~material~~material misrepresentation.

4. I do understand "convicted" or "conviction" is defined by the statute to mean a ~~finding~~finding of guilt or a conviction of a public entity crime, with or without an adjudication of ~~guilt~~guilt in any federal or ~~state~~state trial court of record relating to charges brought by

INFO ONLY



-37-

Handwritten signature

12+^MA

Notary Public

Wit: "I. to J.I"

My Commission Expires for CHARLES

EARL WALKER

State of Florida-Notary Public  
«LpJ» Commission #GG 86987 My  
Commission Expires "THU" March 27,  
2021

INFO ONLY

(affix seal)



CHARLES EARL WAITE  
III - State of Florida-Notary  
Public i Commission #GG  
86987 My Commission  
Expires March 27, 2021

**X. CONFLICT OF INTEREST**

**STATEMENT/CERTIFICATION**

~~The Contractor must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either Section may result in rejection of this Contract.~~  
 The Contractor must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either Section may result in rejection of this Contract.

Florida Learning Alliance, Inc.

**SECTION**

I

~~I hereby certify that no official or employee of the Grantee or independent agency requiring the goods or services described in these specifications has a material financial interest in the company.~~  
 I hereby certify that no official or employee of the Grantee or independent agency requiring the goods or services described in these specifications has a material financial interest in the company.

Signature

Signature Company Name

John T. Selover  
 Name of Official (Type or Print) Business Address

31 Riu St. ToJc  
 Business Address

P^WV^Fi. ^11

City, State, Zip Code

**SECTION II**

I hereby certify that the following named Grantee official(s) and ~~employee(s)~~ employee(s) having material financial ~~interest(s)~~ interest(s) in excess of 5% in this ~~company~~ company have ~~not~~ not filed the appropriate Conflict of Interest statements with ~~the~~ the Grantee prior ~~to the~~ to the beginning date of this Contract.

Name

Title or Position

Title or Position Date  
Date of Filing

Signature

Company  
Name

Business Address City

Business Address

State Zip Code

Name of Certifying Official

Florida Learning Alliance, Inc.

INFO ONLY

| Official

| Date

City, State, Zip Code

~~IN~~ IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, set their hands and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

~~APPROVE D AND~~ **APPROVED AND RECOMMENDED FOR SIGNING** ~~CH~~ Chair

**SIGNING Florida Learning Alliance, Inc.** **District School Board of Suwannee County**

*Patrick Wask*

by Dr. Patrick ~~Wask~~ Wask, Treasurer Dated: \_\_\_\_\_ by Ted L. ~~Roush~~ Roush, Superintendent Dated: \_\_\_\_\_

*11* <sup>^</sup> \_\_\_\_\_ Dated: \_\_\_\_\_

by Ed da Silva Da Silva, Chairperson

Dated: \_\_\_\_\_

"Approved as to ~~Form~~ Form and Sufficiency

BY \_\_\_\_\_

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

INFO ONLY

**EXHIBIT A****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.**

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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).



Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	9/6/2019 2:33:04 PM
Comparison Time	1.11 seconds
compareDocs version	v4.2.300.9

Sources	
Original Document	\\HomeDirs01\Users\$\cduquette\_My Settings\Desktop\Compare Contract\SCSB 2019-94 FLA.pdf
Modified Document	\\HomeDirs01\Users\$\cduquette\_My Settings\Desktop\Compare Contract\SCSB 2020-74 FLA.pdf

Comparison Statistics	
Insertions	67
Deletions	45
Changes	140
Moves	0
TOTAL CHANGES	252

Word Rendering Set Marking 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	Track Changes
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

### **AFFILIATION AGREEMENT**

This Agreement is entered into on September 24, 2019, between the Suwannee County School Board (SCSB) and Genoa Healthcare, LLC. (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

#### **Section 1. Duties of Pharmacy Technology Program Director**

- 1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the administration at the Clinical Site.
- 1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students. RTC shall assure that all students selected for participation in the clinical program: (i) are in good academic standing at RTC; (ii) have satisfactorily completed all portions of the curriculum that are a prerequisite for participation in the clinical program; and (iii) execute a confidentiality agreement with Genoa that is acceptable to Clinical Site (the "Confidentiality Agreement").
- 1.3 RTC shall retain responsibility for the administration of the Pharmacy Technology Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.
- 1.4 RTC shall require students to observe and follow (i) instructions provided by Clinical Site personnel; (ii) all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information; and (iii) all applicable federal and state laws, rules and regulations.
- 1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.
- 1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.

- 1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.
- 1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are required by law and the facility. The school shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility. Students who are or have been excluded from participation in any federal, state or local health care program shall not be eligible for participation in the clinical program. RTC shall inform Clinical Site if any student selected for participation in the clinical program has ever been charged with a violation of any federal, state or local law, rule or regulation.
- 1.9 RTC shall provide information reasonably requested by Clinical Site related to students participating in the clinical program.

Section 2. Duties of the Placement Site

- 2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.
- 2.2 The Clinical Site shall provide orientation to Pharmacy Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.
- 2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation.
- 2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced and qualified personnel.
- 2.5 The Clinical Site shall provide clinical facilities and equipment suitable for the educational needs of the clinical program.
- 2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures.
- 2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

- 3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including, but not limited to, those prohibiting discrimination and Florida's Public Records Law.

- 3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technology, and the administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the clinical program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.
- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement. Students participating in the clinical program shall not be eligible for any employment benefits available to Clinical Site employees including, without limitation, medical insurance, workers compensation insurance, or paid vacation or leave.
- 4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.
- 4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

- 5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.
- 5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.
- 5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

- 6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7.     Term and Termination

- 7.1           The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.
- 7.2           This Agreement may be terminated by either party, with or without cause, by giving thirty (30) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.
- 7.3           This Agreement may be terminated immediately by either party upon the occurrence of any of the following:
- (a)       Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;
  - (b)       Either party loses its license or accreditation; or
- Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8.     Withdrawal of Student

- 8.1           RTC shall withdraw any student from placement from the clinical program when the Clinical Site determines that such student has: (i) violated the rules and regulations of the Clinical Site; (ii) not performed any assigned task in a competent manner (as determined by a Clinical Site pharmacist), (iii) disclosed information that is confidential or otherwise violated the Confidentiality Agreement; or (iv) engaged in conduct that disrupts the activities of Pharmacy or threatens the safety of Pharmacy personnel or clients.
- 8.2           RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9.     Amendments

- 9.1           This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.
- 9.2           No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10.    Governing Law and Venue

- 10.1          This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the

exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

- 10.2 The parties hereby knowingly, voluntarily and intentionally waive any right they 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.
- 10.3 The provisions of this Agreement, which by their very nature would continue beyond the termination, or expiration of this Agreement, including without limitation Section 10, shall continue as valid and enforceable rights and obligations of the parties and survive termination or expiration of this Agreement.

In Witness Whereof, this Agreement is executed as of the day and year first above written.

**Suwannee County School Board**  
**1729 Walker Avenue, SW, Suite 200**  
**Live Oak, Florida 32064**

**Genoa Healthcare, LLC**  
**Attn: General Counsel**  
**707 South Grady Way, Suite 700**  
**Renton, WA 98057**

By: \_\_\_\_\_  
**Ted L. Roush**  
**Superintendent of Schools**

By: \_\_\_\_\_  
**Jason Kan,**  
**RVP of Operations,**  
**Eastern Division**

By: \_\_\_\_\_  
**Ed daSilva, Chairman**  
**Suwannee County School Board**

**AFFILIATION AGREEMENT**

This Agreement is entered into on July-August 21, 2019, between the Suwannee County School Board (SCSB) and Genoa Healthcare, a QoL Healthcare Company, LLC. (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technology Program Director

- 1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the aAdministration at the Clinical Site.
- 1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students. RTC shall assure that all students selected for participation in the clinical program: (i) are in good academic standing at RTC; (ii) have satisfactorily completed all portions of the curriculum that are a prerequisite for participation in the clinical program; and (iii) execute a confidentiality agreement with Genoa that is acceptable to Clinical Site (the "Confidentiality Agreement").
- 1.3 RTC shall retain responsibility for the administration of the Pharmacy Technology Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.
- 1.4 RTC shall require students to observe and follow (i) instructions provided by Clinical Site personnel; (ii) all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information; , as well as and (iii) all applicable federal and state laws, rules and regulations.
- 1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.
- 1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
- 1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are required by law and the facility. The school shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility. Students who are or have been excluded from participation in any federal, state or local health care program shall not be eligible for participation in the clinical program. RTC shall inform Clinical Site if any student selected for participation in the clinical program has ever been charged with a violation of any federal, state or local law, rule or regulation.

1.9 RTC shall provide information reasonably requested by Clinical Site related to students participating in the clinical program.

## Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Pharmacy Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, ~~as previously agreed upon between the parties.~~

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced and qualified personnel ~~whose qualifications meet the standards of the School of Pharmacy Technology.~~

2.5 The Clinical Site shall provide clinical facilities and equipment suitable for the educational needs of the clinical program. ~~make available to students appropriate physical facilities, including parking, break room, conference rooms, as necessary and available.~~

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures, ~~and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.~~

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

## Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including, but not limited to, those prohibiting discrimination and Florida's Public Records Law.



- 3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technology, and the aAdministration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the clinical pProgram's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.
- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement. Students participating in the clinical program shall not be eligible for any employment benefits available to Clinical Site employees including, without limitation, medical insurance, workers compensation insurance, or paid vacation or leave.
- 4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.
- 4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

- 5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.
- 5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.
- 5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

- 6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

**Section 7. Term and Termination**

- 7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.
- 7.2 This Agreement may be terminated by either party, with or without cause, by giving ~~one hundred eighty~~thirty (30~~180~~) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.
- 7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:
- (a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;
  - (b) Either party loses its license or accreditation; or
- Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

**Section 8. Request for Withdrawal of Student**

- 8.1 ~~The Clinical Site has the right to request that RTC shall withdraw any student from placement from the clinical program its facilities- when the Clinical Site determines that such student has: (i) violated the rules and regulations of the Clinical Site; (ii) not performed any assigned task in a competent manner (as determined by a Clinical Site pharmacist), (iii) disclosed information that is confidential or otherwise violated the Confidentiality Agreement; or (iv) engaged in conduct that disrupts the activities of Pharmacy or threatens the safety of Pharmacy personnel or clients, whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.~~
- 8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

**Section 9. Amendments**

- 9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.
- 9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

**Section 10. Indemnification**

- 10.1 ~~The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys'~~

fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 104. Governing Law and Venue

104.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

104.2 The parties hereby knowingly, voluntarily and intentionally waive any right they 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.

10.3 The provisions of this Agreement, which by their very nature would continue beyond the termination, or expiration of this Agreement, including without limitation Section 10, shall continue as valid and enforceable rights and obligations of the parties and survive termination or expiration of this Agreement.

~~Section 12. Public Records~~

~~12.1 For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein. [DJI]~~

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board  
Healthcare, LLC  
1729 Walker Avenue, SW, Suite 200  
Street, Room 12  
Live Oak, Florida 32064  
Way, Suite 700

4300 SW 13<sup>th</sup> Street, Room 27

~~Genoa, a QoL Healthcare Company~~

~~Attn: General Counsel 439 SW Michigan~~

~~Lake City, FL 32025 707 South Grady~~

~~Renton, WA 98057~~

~~Genoa, a QoL Healthcare Company~~

~~Gainesville, FL 32608-4006~~

By: \_\_\_\_\_  
Ted L. Roush  
Superintendent of Schools

By: \_\_\_\_\_  
Jason Kan, VP of Operations,  
RVP of Operations,  
Eastern Division

By: \_\_\_\_\_  
Ed daSilva, Chairman  
Suwannee County School Board

**INFO ONLY**

**EXHIBIT A****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).~~

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
AND  
THE SUWANNEE COUNTY SCHOOL BOARD**

**For the Provision of School Health Services in Suwannee County**

THIS AGREEMENT, effective upon the date of execution, by and between the State of Florida, Department of Health, through its Suwannee County Health Department (hereinafter referred to as DOH-SUWANNEE), located at 915 Nobles Ferry Road, Live Oak, Florida 32064 and the Suwannee County School Board, (hereinafter referred to as SCSB), located at 1729 Walker Ave, SW, Suite 200, Live Oak, Florida 32060.

1. **Purpose.** The purpose of this Agreement is to establish the terms and conditions under which DOH-SUWANNEE shall deliver or perform the following services indicated for the SCSB:
  - A) Provide basic, full service and comprehensive School Health Services to Suwannee County public schools in accordance with sections 381.0056, 381.0057, 381.0059, and 402.3026, Florida Statutes, Rule 64F-6.001-6.006, Florida Administrative Code., other related Florida Statutes and Florida Administrative Code sections, and in accordance with applicable policies and procedures of the parties.
  - B) These health services will be provided in accordance with the 2018-2020 Suwannee County School Health Services Plan as approved by DOH-SUWANNEE and the SCSB and as required under Florida Statutes.
2. **Term.** This Agreement shall begin on July 1, 2019 and shall end on June 30, 2020.
3. **Responsibilities of DOH-SUWANNEE.**
  - A) **Delivery of Services.** The DOH-SUWANNEE shall deliver the services required under this Agreement on the dates and at the times and places as specified herein:
    1. Provide onsite school health services at designated school sites during school hours for the assigned school year for Suwannee County public schools in accordance with the school hours of each school and the school calendar year. This does not include school health services for any after school programs, hours outside of the regular school day, during field trips or athletic events.
    2. Provide programmatic and professional management for school health services.
    3. In Collaboration with the SCSB School Health Coordinator will complete the Florida School Health Services Annual Report and Biennial School Health Plan and assure review and signatures of appropriate parties.
    4. In collaboration with the SCSB School Health Coordinator will participate in School Health Advisory Committee (SHAC) meetings.
    5. Provide training for non-school health staff in the administration of medication and provision of medical services as per section 1006.062, Florida Statutes at Branford High School. The school principal will be responsible for notifying the DOH-

SUWANNEE School Health Coordinator of the names of at least two school staff members designated to administer medications.

6. Deliver basic, full service, and comprehensive school health services at Suwannee County schools in accordance with Suwannee School Health Services Plan 2018-2020.
7. Assist with and perform student health screenings as per section 381.0056, Florida Statutes, and Rule 64F-6.003, Florida Administrative Code. This includes documentation, referral and follow up on all screening failures.
8. DOH-SUWANNEE school health staff will not be able to participate in field trips in their capacity as the School Nurse. Leave time must be taken to attend field trips with family members.
9. DOH-SUWANNEE school health staff cannot be assigned to care for one specific student to provide continuous care throughout the school day.

B) **Staff and Personnel.** The DOH-SUWANNEE shall make available the following personnel and/or other resources to provide the services required under this Agreement:

1. Provide a part-time Registered Nurse (RN) to serve as the School Health Coordinator, as a resource to school clinic personnel. The School Health Coordinator will be an employee of DOH-SUWANNEE.
2. Provide a full-time Registered Nurse (RN) to staff the nursing office in Branford High School. This Registered Nurse will be an employee of DOH-SUWANNEE.
3. Provide a Licensed Practical Nurse (LPN) or Health Support Aid in either a Career Service or Other Personnel Services position at designated school under control of DOH-SUWANNEE. Recruitment of these positions is the responsibility of the DOH-SUWANNEE Senior Community Health Nursing Director. Vacant positions will be advertised through DOH-SUWANNEE human resources office.
4. In collaboration with the SCSB School Health Coordinator will provide oversight of the school health program and delivery of school health services as outlined in the School Health Services Plan and in accordance with Florida Statutes.
5. Complete level 2 background screening of all potential LPNs and Health Support Aides and background screening and drug screening of all potential RNs as required by sections 381.0059, and Chapter 435, Florida Statutes.
6. Assure that all nurses work within the scope of their practice and in accordance with the Florida Nurse Practice Act and be licensed as an RN/LPN in accordance with Chapter 464, Florida Statutes.
7. Assure that DOH-SUWANNEE school health staff is knowledgeable of competencies and performance evaluation tools.
8. Assure that DOH-SUWANNEE school health staff is knowledgeable of Florida Statutes related to student health and welfare.
9. Assure that DOH-SUWANNEE school health staff follow all SCSB District policies and procedures, including adherence to all applicable confidentiality laws, both federal and state governing school and health records.

C) **Finances.** DOH-SUWANNEE shall be responsible for the funding of salaries, fringe benefits, and in-kind expenses for DOH-SUWANNEE school health staff included in this Agreement, pending appropriation by the state legislature.

- D) **Supervision and Evaluation.** DOH-SUWANNEE shall be responsible for the supervision of all DOH-SUWANNEE personnel assigned to provide services under this Agreement. Additionally, DOH-SUWANNEE shall be responsible for monitoring the quality of services to insure the highest standard of care is being provided.
- E) **Confidentiality.** DOH-SUWANNEE shall only be entitled to receive records and information from the SCSB that can be lawfully made available to DOH-SUWANNEE, and in such event DOH-SUWANNEE shall be held strictly accountable for the protection of such records and information consistent with both state and federal laws protecting the confidentiality of student records and other information which may be available through the SCSB which is necessary for DOH-SUWANNEE to deliver the services required hereunder.
- F) **Retention and Storage of Records.** In accordance with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), SCSB shall hold title to Student Health Records maintained by DOH-SUWANNEE employees under the terms of this Agreement and such Student Health Records shall be subject to state, federal and local regulations concerning confidentiality. The retention and storage of Student Health Records shall be the responsibility of the SCSB. Pursuant to 34 C.F.R. 99.31(a)(1)(i)(B)(1), SCSB shall disclose Student Health Records to DOH-SUWANNEE for the sole purpose of performance under this Agreement. The school principal shall monitor and shall be responsible for access to the Student Health Records by school personnel.
- G) **Official Representative.** DOH-SUWANNEE shall be responsible for providing an official representative and contact person to conduct all communications with the SCSB and to be responsible for the ongoing administration of this agreement. DOH-SUWANNEE hereby designates the Senior Community Health Nursing Director as the official representative for the purposes of administering this agreement with the SCSB. The Senior Community Health Nursing Director will provide administrative oversight of DOH-SUWANNEE nurses funded to the School Health Program.

4. **Responsibilities of the SCSB.**

- A) **Confidentiality.** The SCSB shall be responsible for insuring that all records and other information in its possession are properly handled under both state and federal confidentiality laws protecting the rights of students and shall assure that DOH-SUWANNEE staff has access to records and other information that is pertinent to the health management of the students.
- B) **Monitoring and Evaluation.** The SCSB and/or its designee under this Agreement shall participate with the DOH-SUWANNEE to monitor the delivery of services under this Agreement and further to coordinate any service or program evaluation that may be necessary during or at the conclusion of the term of this Agreement.
- C) **Program Support.** The SCSB and/or designee under this Agreement shall make available to the DOH-SUWANNEE, its employees and/or agents in the course of their delivery of services under this Agreement the following facilities and/or resources to assist DOH-SUWANNEE in the quality delivery of services:



1. Assure available and adequate physical facilities and equipment for school health services at each school as defined in State Requirements for Educational Facilities.
2. Provide a list of Branford High School staff that is certified to provide first aid and CPR, no later than 30 calendar days from the start of the school year to the DOH-SUWANNEE Senior Community Health Nursing Director.
3. Designate at least two Branford High School staff members to be trained in the administration of medication and provision of medical services as per section 1006.062, Florida Statutes.
4. Assure appropriately trained staff is available to provide services in the clinics at all times. Assure the provision of substitutes due to absences of DOH-SUWANNEE school health staff.
5. Understands that all DOH-SUWANNEE school health staff must attend periodic trainings and meetings as organized by DOH-SUWANNEE and SCSB as it pertains to school health information.
6. Understand that DOH-SUWANNEE school health staff may be required at times to operate or staff a special needs shelter but that the DOH-SUWANNEE will continue to provide as many staff as feasible to provide school health services.

D) **Official Representative.** The SCSB shall be responsible for providing an official representative and contact person to conduct all communications with DOH-SUWANNEE and to be responsible for the ongoing administration of this Agreement.

5. **Modification.** This Agreement represents the full understanding of the parties and supersedes all previous communications on the subject, either written or oral, between the parties. Any modifications or waivers shall only be valid upon written mutual consent of the parties hereto.
6. **Disputes.** In the event a dispute should arise between the parties as to the delivery of services under this Agreement, the SCSB hereby authorizes its Superintendent of Schools to work with DOH-SUWANNEE to resolve any such disputes. DOH-SUWANNEE hereby authorizes its County Health Department Administrator to serve as its representative. In the event that the Superintendent of Schools and the County Health Department Administrator are unable to resolve the dispute, the matter shall be referred back to the SCSB for final resolution. The venue for disputes shall be Suwannee County.
7. **Termination Because of Lack of Funds.** In the event funds to finance this Agreement become unavailable, the SCSB or DOH-SUWANNEE may terminate the Agreement upon no less than twenty-four (24) hours written notice to either party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Each entity shall be the final authority as to the availability and adequacy of funds for this Agreement. Any state, county or school district agency's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other agreement or from any other source are not eligible for reimbursement under this Agreement.

8. **Business Associate Agreement.** DOH-SUWANNEE is of the opinion that the SCSB is a covered entity under the Health Insurance Portability and Accountability Act (hereinafter referred to as HIPAA). Under this Agreement, DOH-SUWANNEE may use or disclose protected health information (hereinafter referred to as PHI). Therefore DOH-SUWANNEE agrees:

1. To keep PHI (as defined in HIPAA) confidential.
2. To maintain security measures with the PHI that DOH-SUWANNEE creates, receives, maintains or sends on behalf of the School Board.
3. To promptly report to the SCSB any unauthorized access, destruction, disclosure, modification, or use of the SCSB's PHI.
4. To promise to disclose PHI to the patient if the type of information DOH-SUWANNEE has can be requested under HIPAA.
5. To keep track of PHI that is disclosed, unless it is disclosed for treatment, payment or health care operations, or to the patient. DOH-SUWANNEE's disclosure records will include the disclosure date, name and address of anyone who received the information, a description of the information given, and why that information was given out.
6. To agree to open its disclosure records to federal regulators to check HIPAA compliance.
7. To promise to disclose PHI only to the extent needed to complete work for the SCSB, because disclosure is required by law or DOH-SUWANNEE can reasonably believe that the person receiving the PHI will protect it and report any confidentiality breach.
8. To promise if the Agreement with the SCSB ends, any PHI will be immediately returned or destroyed. If that is not possible, DOH-SUWANNEE agrees to keep protecting the information although its work for the SCSB is terminated.
9. With respect to Electronic Protected Health Information, no later than the compliance date for the Security Standards and at all times hereafter, DOH-SUWANNEE shall:
  - a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that DOH-SUWANNEE creates, receives, maintains, or transmits on behalf of SCSB as required by the Security Standards;
  - b) Ensure that any agent, including a subcontractor, to whom DOH-SUWANNEE provides such information, agrees to implement reasonable and appropriate safeguards to protect it;
  - c) Report to SCSB any security incident of which it becomes aware;
  - d) Terms used in this Agreement shall have the same meaning as those terms used in the Security Standards, currently defined, in relevant part, as follows:

“Electronic Protected Health Information” means Protected Health Information that is transmitted or maintained in Electronic Media.

“Electronic Media” means (1) electronic storage media including large memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of

voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before transmission.

“Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

9. **Indemnification.** Each party will be liable for any damages resulting from the negligence of its employees or agents acting within the scope of their employment or agency, in accordance with section 768.28, Florida Statutes. Nothing herein is intended to waive sovereign immunity by any party to whom sovereign immunity is applicable. Nothing herein shall be construed as consent by any party to be sued by a third party in any matter arising out of any contract.

10. **Termination.** This Agreement may be terminated by either party with or without cause upon thirty (30) days written notice by registered mail, specifying the effective date of such termination.

11. **Public Entity Crime.** Pursuant to section 287.133, Florida Statutes, when a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

12. **Drug Free Workplace.** It is the policy of the Department of Health and the Suwannee County Health Department to promote the goal of drug-free workplaces in accordance with section 112.0455, Florida Statutes, the Drug-Free Workplace Act. The Department’s Drug Free Workplace policy supplements section 112.0455, Florida Statutes, the Drug-Free Workplace Act, and applicable federal regulations for required compliance with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. §81 et seq.).

THIS AGREEMENT entered into and made effective as of the date of execution.

**IN WITNESS THEREOF**, the parties hereto have caused this Agreement to be executed by their officials thereunto duly authorized.

State of Florida  
Department of Health

Suwannee County School Board

Signed by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Name: Kerry S. Waldron, MPA  
Administrator  
DOH-Suwannee

Name: Ed daSilva  
Chairperson  
School Board of Suwannee County

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

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

\_\_\_\_\_  
Ted Roush, Superintendent  
School Board of Suwannee County

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

**"Approved as to Form and Sufficiency**

**BY** \_\_\_\_\_

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



## AGREEMENT FOR EDUCATIONAL STAFFING

**THIS AGREEMENT**, dated October 1, 2019, is between Kelly Services, Inc., a Delaware corporation authorized to transact business in Florida, 999 West Big Beaver Road, Troy, Michigan 48084, FEIN 38-1510762 ("Kelly"), and the Suwannee County School Board, FL, with its principal offices located at 1729 Walker Avenue, SW Suite 200, Live Oak, FL 32064 ("Customer").

### Background

- A. The Customer properly issued a Request for Information Notification RFI No. 05-14/TW – Substitute Teaching Employment Services dated October 1, 2019 (the "RFI"), to which Kelly submitted a proposal, and then Customer properly issued an Invitation to Negotiate (ITN No. 6-14/TW) for Substitute Teaching Employment Services for Pre-K through 12<sup>th</sup> grade on an as-needed basis (the "education-related services") to which Kelly was invited to negotiate;
- B. Based on the foregoing, the parties negotiated mutually agreeable terms as set forth herein.
- C. The Recitals above are incorporated by reference into the Agreement below.
- D. Now therefore, in consideration of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties acknowledge, Kelly and the Customer agree as follows.

### 1) DESCRIPTION, LOCATION AND PRICING OF SERVICES

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

### 2) KELLY GUARANTEE

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

### 3) KELLY'S RESPONSIBILITIES

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

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



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

#### 4) CUSTOMER'S RESPONSIBILITIES

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

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



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

#### 5) BBP TESTING

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

#### 6) REPRESENTATIONS

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



- iv) The Customer has the right, power, and any requisite authorization to enter into this Agreement;
- v) The Customer has satisfied any applicable procedural requirements necessary for it to be authorized to enter into this Agreement;
- vi) The Customer representative who is signing this Agreement has been delegated authority by the school board or district to execute this Agreement;
- vii) If the Assigned Employees will use a Customer-provided time-keeping system or process, then a such time keeping system or process shall be compliant with all applicable legal requirements, including recording of time worked; and
- viii) The Customer neither request nor requires that the Assigned Employees perform duties outside of Customer's premises (e.g., participate on field trips) unless Kelly gives it written consent in advance.

## 7) BILLING & PAYMENT TERMS

- (a) **Invoices.** Kelly will invoice Customer bi-weekly to the Customer representative designated in section 14 "Notices" below (or at any other address that Customer designates) for the services of the Assigned Employees at agreed upon rates. The rates at which Kelly will invoice the Customer (and any reimbursable expenses) are listed in Pricing Exhibit A. If the Customer's rates are not set out in Pricing Exhibit A, Kelly and the Customer will agree on rates at the time of an order, memorialize such agreement in an amendment to this agreement (which will require approval with the same formalities as conducted for the approval of this Agreement, and upon such execution and delivery of the signed and authorized amendment, then Kelly will record such change electronically in its systems.
- (b) **Taxes.** Any sales or use taxes that apply to sales to Customer will be added to Customer's invoices as a separate item.
- (c) **Pricing Adjustments.** The markup percentage set forth in Exhibit A will remain firm for the duration of the contract period. Wages to be paid to substitute teachers will follow the minimum requirements set forth by Customer. If any government-mandated cost (such as minimum wages, or a payroll tax, premium, contribution, benefit, or sales or use tax) is imposed, increased, or newly introduced after October 1, 2019 with respect to Kelly employees assigned to Customer, Kelly will adjust rates for Kelly employees to Customer to reflect such costs, without mark-up, until new rates are agreed to with Customer in writing (and duly authorized by both parties).
- (d) **Record of Time Worked; Automated Scheduling.** Customer agrees to adhere to the "Time, Billing & Automated Scheduling Terms" in Exhibit B.
- (e) **Expenses.** Expenses (e.g., mileage) and all costs associated with required screenings and drug tests will be charged to the Customer, passed through without mark up. Kelly shall use reasonable efforts to ensure that all required screenings and drug tests are completed in a cost effective manner.
- (f) **Payment.** Customer shall issue payment in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection and acceptance of provided in accordance with the terms and conditions of the Agreement. Any penalty for delay in payment will be in accordance with applicable law.
- (g) **Federal Requirements.** Customer may utilize federal funds for its payment pursuant to the Agreement; accordingly, Kelly shall execute and deliver to the Customer, concurrent with its signature of the Agreement the following, all of which shall be incorporated into the agreement by this reference: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and (d) Non-Collusion Affidavit. These forms are assembled in the composite Exhibit C attached hereto and incorporated herein by this reference.
- (h) **Funding Out.** Each payment obligation of the Customer created by this agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, this agreement may be terminated by the Customer at the end of the period for which funds are available. If such event occurs, then the Customer shall notify Kelly at the earliest possible time before such termination. No penalty shall accrue to the Customer in the event this provision is exercised, and the Customer shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.





## 8) WORKERS' COMPENSATION AND LIABILITY INSURANCE

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

## 9) INDEMNIFICATION BY KELLY

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

## 10) INDEMNIFICATION BY CUSTOMER

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

## 11) NOTIFICATION OF CLAIMS

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



## 12) TERM; TERMINATION

- (a) The term of this Agreement begins as of the date first shown above and will continue through June 30, 2020. Customer may extend the agreement for one or more years (not to exceed 3 years) and may be canceled by either party upon not less than thirty (30) days prior written notice to the other. Kelly reserves the right to terminate this Agreement immediately in the event of non-payment. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination.
- (b) In order to provide transition assistance to the Customer in the event that this Agreement is terminated or expires, Kelly agrees that the Customer may provide written notice to Kelly retaining Kelly for a minimum of one calendar month, and on a month-to-month basis for a period not to exceed six (6) months, on the same terms and conditions set forth in this Agreement. The provisions of this section will not apply if this agreement is terminated by Kelly based on an uncured event of default by the Customer (in which event Kelly reserves all rights at law).

## 13) NON-SOLICITATION

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

## 14) MISCELLANEOUS

### (a) Notices

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

Suwannee County School Board  
 Ted Roush, Superintendent  
 702 2<sup>nd</sup> St. NW  
 Live Oak, FL 32064  
 386-647-4600

- (b) **Access to Records.** To the extent required by regulations promulgated by the Health Care Financing Administration pursuant to Section 952 of the Omnibus Reconciliation Act of 1980, Kelly shall until the expiration of four (4) years following the furnishing of services pursuant to this Agreement, make available upon the written request of the Secretary of Health and Human Services or the U.S. Comptroller General, or any of their duly authorized representatives, this Agreement, and books, documents, and records necessary to verify the nature and extent of costs incurred by Customer by reason of the activities of Kelly under this Agreement. Any agreements entered into hereunder by Kelly and its affiliate (Kelly Educational Services) for the provision of the services contracted herein, if over a twelve (12) month period, shall contain this clause imposing the same obligations upon such affiliate.



- (c) **Student Records; FERPA.** Customer represents that each Kelly Assigned Employee is a "school official" with a "legitimate educational interest" under the definitions of those terms set forth in the Customer's FERPA notification(s) to students and parents during the term of this Agreement. Kelly shall develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to train its Kelly Assigned Employees and obtain a signed and written agreement of each Kelly Assigned Employee regarding his/her legal obligation to maintain the confidentiality of "education records" as that term is defined by FERPA. Customer recognizes and agrees that for purposes of all applicable laws, Kelly Assigned Employees have a legitimate educational interest for purposes of Customer's disclosing to Kelly Assigned Employees its students' education records.
- (d) **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement.
- (e) **Subcontractors.** To the extent Kelly is permitted to utilize its affiliate, Kelly Educational Services, for the performance of any of the work set forth in the Agreement, Kelly shall ensure that such affiliate complies with all provisions of the Agreement. Kelly will remain liable for the acts and omissions of such affiliate the proper performance and delivery of the products and/or services set forth in the Agreement.
- (f) **Public Records Laws.** This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Kelly understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. For all contracts as set forth in Section 119.0701, Florida Statutes (2018) see Exhibit E which is incorporated by reference herein.
- (g) **Non-Discrimination.** Kelly represents and warrants to the Customer that Kelly does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Kelly's performance under the Agreement on account of race, color, sex, religion, age, handicap, marital status, national origin, citizenship status, creed, religious affiliation, sexual orientation, gender identity, disability, veteran status, or any other protected status under applicable law. Kelly further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, or national origin be excluded from participation in, be denied services, or be subject to discrimination under any provision of the Agreement.
- (h) **Severability; Waiver.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.
- (i) **Assignment.** Neither Kelly nor Customer may assign this Agreement (whether in whole or in part) without the prior written consent of the other party; provided, however, that Kelly may use its affiliate, Kelly Educational Services, to fulfill any or all of its obligations hereunder without securing Customer's consent. This Agreement will be binding upon the parties hereto, and their successors, heirs and assigns, as permitted.
- (j) **Survivorship.** These provisions which by their nature are intended to survive the expiration, cancellation, or termination of the Agreement including, by way of example only, the indemnification and confidentiality provisions, shall survive the expiration, cancellation or termination of the Agreement.
- (k) **No Gifts or Contingent Fees.** Kelly warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Kelly, to solicit or secure the Agreement, and that it has not paid or agreed to pay and person, company, corporation, individual or firm, other than a bona fide employee working solely for Kelly, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For the breach or violation of these provisions, the Customer shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- (l) **Disclosure of Employment of Former Customer Employees.** All bidders, proposers, consultants, and contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the bidder, proposer or contractor, and who within the last two (2) years, have been or are the employees of the Customer. And all bidders, proposers, consultants, and contractors are required to disclose the name of any Customer employee who owns, directly or indirectly, any interest in Kelly's business. Such disclosures will be in accordance with current Customer policies, but will include, at a minimum, the name of the former Customer employee, a list of the positions the employee held in the last two (2) years of his or her employment with the Customer, and the



dates the employee held those positions. By its signature of the Agreement, Kelly certifies to the Customer that there are no names to disclose to the Customer pursuant this section.

- (m) **Publicity.** Kelly shall not use the Customer name, logo or other likeness in any press release, marketing materials or other public announcement without receiving the School Board's prior written approval.
- (n) **Independent Contractor.** In its performance of this Agreement, Kelly will at all times act in its own capacity and right as an independent contractor, and nothing contained herein may be construed to make Kelly an agent, partner or joint venturer of Customer.
- (o) **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement [(except for any obligations to make payments to the other party hereunder)], when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns or other industrial disturbances; and (ix) shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event shall give notice within five (5) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
- (p) **Amendments.** This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.
- (q) **Counterparts and Facsimile Signatures Authorized.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- (r) **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule. Venue for any action arising under this Agreement shall lie exclusively in the state or federal court located in Suwannee County, Florida.
- (s) **Time of Essence.** Time is of the essence in this Agreement. Except as specifically noted herein, if any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday, or legal holiday. Saturdays, Sundays, and legal holidays shall not be considered business or working days.
- (t) **Entire Agreement.** This Agreement and its Exhibits are the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated in this Agreement are superseded.

In witness whereof, the parties have caused their duly authorized representatives to execute and deliver this Agreement effective October 1, 2019.

**ATTEST:**

**SUWANNEE COUNTY SCHOOL BOARD, FLORIDA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Ted L. Roush

Title: \_\_\_\_\_

Title: Superintendent of Schools

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

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

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

\_\_\_\_\_  
Chairperson, Suwannee County School Board

**EXHIBIT A****PRICING FOR KELLY EDUCATIONAL SERVICES**

This Pricing Exhibit A is incorporated and made part of the Agreement for Educational Services between Kelly Services, Inc. and the Suwannee County School Board, dated October 1, 2019. The maximum indebtedness of Customer for each fiscal year (July 1 through June 30) shall not exceed \$13,000,000.00.

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

<b>Position</b>	<b>Pay Rate</b>	<b>Pay Type</b>	<b>Markup</b>	<b>Bill Rate</b>
Teacher w/HS Diploma	\$9.00	Hourly	1.335	<b>\$12.02</b>
Teacher w/60 + College Credits	\$9.75	Hourly	1.335	<b>\$13.02</b>
Teacher w/Bachelor's Degree	\$10.75	Hourly	1.335	<b>\$14.35</b>
Teacher w/Master's Degree	\$12.25	Hourly	1.335	<b>\$16.35</b>
Long Term Sub (Valid FL Teachers Certificate	\$20.00	Hourly	1.335	<b>\$26.70</b>
Paraprofessional	\$8.75	Hourly	1.335	<b>\$11.68</b>
Clerical	TBD	Hourly	1.335	<b>TBD</b>
Retiree DROP Program	TBD	Hourly	1.185	<b>TBD</b>
Food Service	\$8.75	Hourly	1.350	<b>\$11.81</b>
Custodial	\$9.00	Hourly	1.350	<b>\$12.15</b>

**\*NOTE – These rates will go into effect October 1, 2019**

- 2. Early Payment.** Kelly shall provide to Customer a discount of one-percent (1%) on each invoice if Customer pays within thirty (30) days from receipt of invoice. Kelly shall format each invoice to establish the pricing as set forth in section 1 above, and also format the invoice to include the alternative of this 1% discount for payment within 30 days as a separate line item in the invoice.

**KELLY SERVICES, INC.**

**SUWANNEE COUNTY SCHOOL BOARD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Ted L. Roush

Title: \_\_\_\_\_

Title: Superintendent of Schools

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

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

"Approved as to Form and Sufficiency

\_\_\_\_\_  
Chairperson, Suwannee County School Board

BY \_\_\_\_\_

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

## Exhibit B

**TIME, BILLING & AUTOMATED SCHEDULING TERMS****1) DOCUMENTATION OF TIME WORKED**

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

**2) NON-EXEMPT EMPLOYEES & OVERTIME**

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

**3) AUTOMATED SCHEDULING**

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

- of the IVR/internet program would require that the Customer provide certain information concerning the employment positions that the Agreement for Educational Staffing covers and the personnel currently in such positions.
- (b) Any information that the Customer provides Kelly for purposes of implementing the IVR/internet program will be used in connection with the educational staffing services that Kelly provides. Kelly will not use such information for any other purpose without the Customer's prior written consent.

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

**Exhibit C – Composite Federal Forms****FEDERAL REGULATORY COMPLIANCE STATEMENT**

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

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

CONTRACTOR: Kelly Services, Inc.

PRINT NAME OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_



**DRUG FREE WORKPLACE CERTIFICATION**

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

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

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

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE / DATE

\_\_\_\_\_  
NAME/TITLE

Name of Company: Kelly Services, Inc.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

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

1. The Contractor (or its affiliate) certifies to the best of its knowledge and belief that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government.
  - B. Have not within a three-year period preceding this contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.B. above of this certification.
  - D. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the Contractor is unable to certify to any of the statements above in this certifications, such Contractor shall attach an explanation to this certification.

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
NAME/TITLE of AUTHORIZED REPRESENTATIVE

Name of Company: Kelly Services, Inc.

**NON-COLLUSION AFFIDAVIT****State of FLORIDA****County of SUWANNEE**

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

I hereby attest that:

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Date)

**Exhibit D – INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Exhibit E**

**Public Records Law Requirements  
Under Chapter 119.0701, Florida Statutes (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 702 2<sup>ND</sup> ST. NW, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).

## ADDENDUM TO AGREEMENT FOR EDUCATIONAL STAFFING

This Addendum ("Addendum") is between Kelly Services, Inc. ("Kelly") and the Suwannee County School Board ("Customer").

### RECITALS

- A. Kelly, through its service line Kelly Educational Staffing, and Customer have agreed to enter into an Agreement for Educational Staffing ("Agreement").
- B. Kelly and Customer desire to to modify the Agreement as set forth below.

The parties therefore agree as follows:

### AGREEMENT

1. **Engagement of Therapy Staff.** The following shall be added as a new section to the Agreement: "In addition to the services Kelly is providing in the Agreement, Customer has requested a need for Kelly to fill positions for speech therapists. In order for Kelly to fill such positions, Kelly will engage its subcontractor, Therapy Staff, to partner in the provision of speech therapists and Customer hereby consents to the use of Therapy Staff for filling speech therapist positions. All speech therapists will be W-2 employees of Therapy Staff and will not be considered to be an employee of Customer for any purpose. Kelly shall remain responsible for all of its obligations under this Agreement with respect to its Assigned Employees and shall ensure, through written agreement, that Therapy Staff is responsible for the same obligations as it relates to Therapy Staff employees. Customer will deal directly and exclusively with Kelly with respect to Therapy Staff's services and employees.
2. **Pricing.** Kelly will invoice Customer \$55 per hour for all hours worked by speech therapists and approved in accordance with Section 6 of Agreement.
3. **Responsibilities of Therapy Staff.** "In addition to the responsibilities listed in Section 3 of the Agreement, Therapy Staff is required to comply with the following responsibilities:
  - a) Verify the currency of the license of all licensed personnel Therapy Staff supplies to Customer;
  - b) Upon employment, offer the Hepatitis B vaccine to Therapists whose job duties will involve a reasonable risk of exposure to blood borne pathogens, providing such Therapists with general training relating to blood borne pathogens and the universal precautions, and maintain the records required by OSHA regarding such training, offer the hepatitis B vaccine, and exposure incidents and post-exposure treatment;
  - c) Maintain employee records of annual TB mantoux test or chest x-ray; and,
  - d) Not engage subcontractors to provide Therapists unless agreed to in advance by Kelly and Customer."
4. **Additional Insurance.** In addition to the insurance requirements in the Agreement, Therapy Staff will provide the following:

**"Medical Professional/Malpractice Insurance** for Therapy Staff and each employee employed by Therapy Staff provided to Customer in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate."

**5. Types of Assignments; Pricing**

The Assigned Employees will be assigned to the following positions and at the following rates:

Job Title	Hourly Bill Rate	
Speech Therapist	\$55.00	



**6. Pricing for Hiring Speech Therapist Employee**

If Customer hires an Assigned Employee before the Assigned Employee works 90 substitute days, Customer agrees to pay a placement fee upon hiring the temporary employee to work in full- or part-time position of employment with the Customer. The placement fee is based on days worked. The fee schedule is set forth below.

1 – 60 days worked	0 % of annualized salary*
61 – 90 days worked	0 % of annualized salary
90+ days worked	Fee Waived

\*Annualized salary based on the daily bill rate would be calculated as follows:

*Total school days in a school year multiplied by the daily bill rate = annualized salary*

The annualized salary calculation using hourly rates is calculated as follows:

*Total school days in a year multiplied by the hourly bill rate multiplied by the number of hours per work day = annualized salary*

**7. Pricing for Hiring a Direct Hire Candidate**

If the Customer hires a candidate referred to it by Kelly Educational Staffing for direct hire by Customer, the Customer agrees to pay a direct placement fee of 0% of the candidate's annualized salary.

This Addendum will become effective when both parties have signed it. The date on which the last party has signed this Addendum (as indicated by the date associated with that party's signature) will be deemed the date of this Addendum. If there is any conflict between the provisions of this Addendum and corresponding provisions of the Agreement, the provisions of this Addendum shall control.

Suwannee County School District

Kelly Services, Inc.

Signature

Signature

Printed Name

Ted L. Roush

Printed Name

Title

Superintendent of Schools

Title

Date Signed

Date Signed

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 FOR EDUCATIONAL STAFFING**

THIS AGREEMENT, dated ~~August 28~~ October 1, 2018 2019, is between Kelly-Kelly Services, Inc., a Delaware corporation authorized to transact business in Florida, 999 West Big Beaver Road, Troy, Michigan 48084, FEIN 38-1510762 ~~Kelly~~ ("Kelly"), and the Suwannee County School Board, FL, with its principal offices located at 1729 Walker Avenue, SW Suite 200, Live Oak, FL 32064 ~~Customer~~ ("Customer").

**Background**

- A. The Customer properly issued a Request for Information Notification RFI No. 05-14/TW - Substitute Teaching Employment Services dated ~~March 14, 2014~~ October 1, 2019 (the "RFI"), to which Kelly submitted a proposal, and then Customer properly issued an Invitation to Negotiate (~~FTN~~ ITN No. ~~6-14-TW-5-14/TW~~) for Substitute Teaching Employment Services for Pre-K through 12<sup>th</sup> grade on an as-needed basis (the "education-related services") to which Kelly was invited to negotiate;
- B. Based on the foregoing, the parties negotiated mutually agreeable terms as set forth herein.
- C. The Recitals above are incorporated by reference into the Agreement below.
- D. Now therefore, in consideration of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties acknowledge, Kelly and the Customer agree as follows.

**1) DESCRIPTION, LOCATION AND PRICING OF SERVICES**

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

**2) KELLY GUARANTEE**

Kelly guarantees that the Assigned Employees it places with the Customer will satisfactorily perform the services ordered by Customer. If not, Kelly will cancel charges for unsatisfactory services and furnish a replacement as soon as possible when the Customer has provided notice of its dissatisfaction within the first ~~15~~ 16 working hours of an Assigned Employee's assignment. If Kelly receives notice after an Assigned Employee's first 16 working hours, Kelly will furnish a replacement as soon as possible, but not cancel the charges for the unsatisfactory services rendered prior to the Customer providing notice.

**3) KELLY'S RESPONSIBILITIES**

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

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

- (g) Comply with laws, rules or regulations applicable to providers of staffing services;
- (h) Require Assigned Employees to agree in writing to protect the confidentiality of Customer's proprietary information;

(Replaces SCSB 2019-53, previously approved on 07/24/2018)

- (i) ~~(i)~~ Require Assigned Employees to execute agreements that Customer requests with regard to intellectual property developed by them ~~in~~ in performance of their work for Customer;

- (j) Require Assigned Employees to acknowledge in writing that they have no right to participate in Customer's employee benefit plans;

- (k) Require Assigned Employees to comply with all rules and policies of Customer (e.g., those relating to premises access and security); and ~~(l)~~ Make legally required employment law disclosures to

Assigned Employees

- (m) Satisfying its obligations under the Immigration and Reform Control Act, and the state and federal laws regarding equal employment opportunity, and occupational safety and health;
- (n) Offering the Hepatitis B vaccine upon employment to temporary employees whose job duties will ~~involve~~ involve a reasonable risk of exposure to bloodborne pathogens, providing such employees with general training relation to bloodborne pathogens and the universal precautions, and maintaining records required by OSHA regarding such training only, Kelly's offering of the Hepatitis B vaccine, and exposure ~~incidents~~ incidents and post-exposure treatment.

- (o) Not engaging subcontractors to provide temporary employees;

- (p) Kelly will be the employer of temporary employees, and shall not by reason of their assignment to Customer through Kelly become employees of Customer.

**4) CUSTOMER'S RESPONSIBILITIES**

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

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

- (k) Providing a suitable workplace for personnel supplied by Kelly which complies with all applicable safety and health standards and legislation including the obligations related to OSHA ~~Bloodborne~~ Bloodborne Pathogens Standard for Health Care Workers;
- (l) Providing evaluation and treatment for bodily fluid exposure, and maintaining and providing to Kelly ~~all~~ all records regarding exposure incidents, post-exposure evaluation and treatment at Kelly's expense;
- (m) Providing personnel supplied by Kelly with all necessary site-specific information, training, personal protective equipment and materials regarding 1) hazardous substances in the workplace, and 2) the use of universal environmental safety protocols;
- (n) Ensuring temporary employees are only floated to educational settings including Communication Social Skills Classes (Autism), Physically Impaired Classes, or assigned to support a specific student with disabilities;
- (o) Orienting temporary employees to the facility and its rules and regulations and to acquaint them with the facility policies and procedures, including dress code and physical layout and equipment;
- (p) Cooperating in an evaluation of each temporary employee relative to such employee's ability to perform specific job functions upon completion of employee's assignment. Notwithstanding the foregoing, Kelly shall remain solely responsible for evaluation and assessment of its employees and the Customer in no way assumes liability for such evaluation; and
- (q) Notifying Kelly within forty-eight (48~~<18~~) hours of the event, any competency issues, incidents, and/or complaints related to the temporary employee and/or Kelly. Customer agrees to initiate communication with Kelly whenever an incident/injury report related to temporary employee is completed. Upon notification, Kelly shall document and track all unexpected ~~incidents~~ Incidents, including errors, sentinel events and other events, injuries, and safety hazards related to the care and services provided.

**5) BBP TESTING**

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

**6) REPRESENTATIONS**

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

- iv) The Customer has the right, power, and any requisite authorization to enter into this Agreement;

**KELLY**  
SERVICES

- v) The Customer has satisfied any applicable procedural requirements necessary for it to be authorized to enter into this Agreement;
- vi) The Customer representative who is signing this Agreement has been delegated authority by the school board or district to execute this Agreement;
- vii) If the Assigned Employees will use a Customer-provided time-keeping system or process, then a such time keeping system or process shall be compliant with all applicable legal requirements, including recording of time worked; and
- viii) The Customer neither request nor requires that the Assigned Employees perform duties outside of Customer's premises (e.g., participate on field trips) unless Kelly gives it written consent in advance.

**7.7 BILLING & PAYMENT TERMS**

- (a) **Invoices.** Kelly will invoice Customer bi-weekly to the Customer representative designated in section 14 "Notices" below (or at any other address that Customer designates) for the services of the Assigned Employees at agreed upon rates. The rates at which Kelly will invoice the Customer (and any reimbursable expenses) are listed in Pricing Exhibit A. If the Customer's rates are not set out in Pricing Exhibit A, Kelly and the Customer will agree on rates at the time of an order, memorialize such agreement in an amendment to this agreement (which will require approval with the same formalities as conducted for the approval of this Agreement, and upon such execution and delivery of the signed and authorized amendment, then Kelly will record such change electronically in its systems.
- (b) **Taxes.** Any sales or use taxes that apply to sales to Customer will be added to Customer's invoices as a separate item.
- (c) **Pricing Adjustments.** The markup percentage set forth in Exhibit A will remain firm for the duration of the contract period. Wages to be paid to substitute teachers will follow the minimum requirements set forth by Customer. If any government-mandated cost (such as minimum wages, or a payroll tax, premium, contribution, benefit, or sales or use tax) is imposed, increased, or newly introduced after July 24 October 1, 2018, 2019 with respect to Kelly employees assigned to Customer, Kelly will adjust rates for Kelly employees to Customer to reflect such costs, without mark-up, until new rates are agreed to with Customer in writing (and duly authorized by both parties).
- (d) **Record of Time Worked; Automated Scheduling.** Customer agrees to adhere to the "Time, Billing & Automated Scheduling Terms" in Exhibit B.
- (e) **Expenses.** Expenses (e.g., mileage) and all costs associated with required screenings and drug tests will be charged to the Customer, passed through without mark up. Kelly shall use reasonable efforts to ensure that all required screenings and drug tests are completed in a cost effective manner.
- (f) **Payment.** Customer shall issue payment in accordance with Sections 218.70, et sq. Florida Statutes, Local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection and acceptance of provided in accordance with the terms and conditions of the Agreement. Any penalty for delay in payment will be in accordance with applicable law.
- (g) **Federal Requirements.** Customer may utilize federal funds for its payment pursuant to the Agreement; accordingly, Kelly shall execute and deliver to the Customer, concurrent with its signature of the Agreement the following, all of which shall be incorporated into the agreement by this reference: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and (d) Non-Collusion Affidavit. These forms are assembled in the composite Exhibit C attached hereto and incorporated herein by this reference.
- (h) **Funding Out.** Each payment obligation of the Customer created by this agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, this agreement may be terminated by the Customer at the end of the period for which funds are available. If such event occurs, then the Customer shall notify Kelly at the earliest possible time before such termination. No penalty shall accrue to the Customer in the event this provision is exercised, and the Customer shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

**8) WORKERS' COMPENSATION AND LIABILITY INSURANCE**

(Replaces SCSB 2019-53, previously approved on 07/21/2018)

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

**9) INDEMNIFICATION BY KELLY**

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

**10) INDEMNIFICATION BY CUSTOMER**

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

**11) NOTIFICATION OF CLAIMS**

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

obtained from the Kelly Law Department in Troy, Michigan.

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(Replaces SCSB 2019-53, previously approved on 07/24/2018)

**12) TERM; TERMINATION**

- (a) The term of this Agreement begins as of the date first shown above and will continue through June 30, 20192020. Customer may extend the agreement for one or more years (not to exceed 3 years) and may be canceled by either party upon not less than thirty (30) days prior written notice to the other. Kelly reserves the right to terminate this Agreement immediately in the event of non-payment. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination.
- (b) In order to provide transition assistance to the Customer in the event that this Agreement is terminated or expires, Kelly agrees that the Customer may provide written notice to Kelly retaining Kelly for a minimum of one calendar month, and on a month-to-month basis for a period not to exceed six (6) months, on the same terms and conditions set forth in this Agreement. The provisions of this section will not apply if this agreement is terminated by Kelly based on an uncured event of default by the Customer (in which event Kelly reserves all rights at law).

**13) NON-SOLICITATION**

**13) NON-SOLICITATION**

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

**14) MISCELLANEOUS(a) Notices**

**(a) Notices**

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

Suwannee County School Board Ted  
Roush, Superintendent 1729 Walker  
Avenue, SW, Suite 200-702 2<sup>nd</sup> St. NW  
Live Oak, FL 32064 386-647-4600

- (b) ~~(b)~~ **Access to Records.** To the extent required by regulations promulgated by the Health Care Financing Administration pursuant to Section 952 of the Omnibus Reconciliation Act of 1980, Kelly shall until the expiration of four (4) years following the furnishing of services pursuant to this Agreement, make available upon the written request of the Secretary of Health and Human Services or the U.S. Comptroller General, or any of their duly authorized representatives, this Agreement, and books, documents, and records necessary to verify the nature and extent of costs incurred by Customer by reason of the activities of Kelly under this Agreement. Any agreements entered into hereunder by Kelly and its affiliate (Kelly Educational Services) for the provision of the services contracted herein, if over a



twelve (12) month period, shall contain this clause imposing the same obligations upon such affiliate.

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- (c) **Student Records; FERPA.** Customer represents that each Kelly Assigned Employee ~~is~~ is a "school official" with a "legitimate educational interest" under the definitions of those terms set forth in the Customer's FERPA notification(s) to students and parents during the term of this Agreement. Kelly shall develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to train its Kelly Assigned Employees and obtain a signed and written agreement of each Kelly Assigned Employee regarding his/her legal obligation to maintain the confidentiality of "education records" as that term is defined by FERPA. Customer recognizes and agrees that for purposes of all applicable laws, Kelly Assigned Employees have a legitimate educational interest for purposes of Customer's disclosing to Kelly Assigned Employees its students' education records.
- (d) **No Third Party Beneficiaries.** The parties expressly acknowledge that ~~it is~~ is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement.
- (e) **Subcontractors.** To the extent Kelly is permitted to utilize its affiliate, Kelly Educational ~~Services~~ SERVICES, for the performance of any of the work set forth in the Agreement, Kelly shall ensure that such affiliate complies with all provisions of the Agreement. Kelly will remain liable for the acts and omissions of such affiliate the proper performance and delivery of the products and/or services set forth in the Agreement.
- (f) **Public Records Laws.** This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Kelly understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. For all contracts as set forth in Section 119.0701, Florida Statutes (2018) see Exhibit E which is incorporated by reference herein.
- (g) **Non-Discrimination.** Kelly represents and warrants to the Customer that Kelly does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Kelly's performance under the Agreement on account of race, color, sex, religion, age, handicap, marital status, national origin, citizenship status, creed, religious affiliation, sexual orientation, gender identity, disability, veteran status, or any other protected status under applicable law. Kelly further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, or national origin be excluded from participation in, be denied services, or be subject to discrimination under any provision of the Agreement.
- (h) **Severability; Waiver.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.
- (i) **Assignment.** Neither Kelly nor Customer may assign this Agreement (whether in whole or in part) without the prior written consent of the other party; provided, however, that Kelly may use its affiliate, Kelly Educational Services, to fulfill any or all of its obligations hereunder without securing Customer's consent. This Agreement will be binding upon the parties hereto, and their successors, heirs and assigns, as permitted.
- (j) **Survivorship.** These provisions which by their nature are intended to survive the expiration, cancellation, or termination of the Agreement including, by way of example only, the indemnification and confidentiality provisions, shall survive the expiration, cancellation or termination of the Agreement.
- (k) **No Gifts or Contingent Fees.** Kelly warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Kelly, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Kelly, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For the breach or violation of these provisions, the Customer shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- (l) **Disclosure of Employment of Former Customer Employees.** All bidders, proposers, consultants, and contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the bidder, proposer or contractor, and who within the last two (2) years, have been or are the employees of the Customer. And all bidders, proposers, consultants, and contractors are required to disclose the name of any Customer employee who owns, directly or indirectly, any interest in Kelly's business. Such disclosures will be in accordance with current Customer policies, but will include, at a minimum, the name of the former Customer employee, a list of the positions the employee held ~~in~~ in the last two (2) years of his or her employment with the Customer, and the

dates the employee held those positions. By its signature of the Agreement, Kelly certifies to the Customer that there are no names to disclose to the Customer pursuant this section.

- (m) **Publicity.** Kelly shall not use the Customer name, logo or other likeness in any press release, marketing materials or other public announcement without receiving the School Board's prior written approval.
- (n) **Independent Contractor.** In its performance of this Agreement, Kelly will at all times act in its own capacity and right as an ~~independent~~ independent contractor, and nothing contained herein may be construed to make Kelly an agent, partner or joint venturer of Customer.
- (o) **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement [(except for any obligations to make payments to the other party hereunder)], when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns or other industrial disturbances; and (ix) shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event shall give notice within five (5) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
- (p) **Amendments.** This Agreement may not be amended or supplemented in any way except in in writing, dated and signed by authorized representatives of both parties.
- (q) **Counterparts and Facsimile Signatures Authorized.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- (r) **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of ~~Reida~~ Florida without giving effect to any choice or conflict of law provision or rule. Venue for any action arising under this Agreement shall lie exclusively in the state or federal court located in Suwannee County, ~~Reida~~ Florida.
- (s) **Time of Essence.** Time is of the essence in this Agreement. Except as specifically noted herein, if any date of significance hereunder falls ~~fall~~ upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday, or legal holiday. Saturdays, Sundays, and legal holidays shall not be considered business or working days.
- (t) **Entire Agreement.** This Agreement and its Exhibits are the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, ~~not incorporated in this Agreement are superseded.~~

In witness whereof, the parties have  
e-caused their duly authorized representatives to execute and deliver this Agreement  
effective October 1, 2019.

effective  
August 28,  
2019. A.T.F.  
EST:

ATTEST:

SUWANNEE COUNTY SCHOOL BOARD, FLORIDA

By: \_\_\_\_\_

Vice Superintendent of Schools Title: \_\_\_\_\_

Name: \_\_\_\_\_

Nicole Spores

Name: \_\_\_\_\_

Vice President & Managing  
Director Kelly Educational Staffing

caused by

By: \_\_\_\_\_

By: \_\_\_\_\_

Ted L. Roush

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

L-1B(9)

AUG-28  
2018

mm-"Approved as to Form and  
Sufficiency

BY \_\_\_\_\_

Chairperson: Leonard J.

Dietzen, III Rumberger, Kirk &

Caldwell, P. A. Suwannee County

School Board Attorney"

By: \_\_\_\_\_

Name: Ted L. Roush

"Approve

d BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Title: Superintendent of Schools Date: \_\_\_\_\_

Chairperson, Suwannee County School Board

**EXHIBIT A**

**PRICING FOR KELLY EDUCATIONAL SERVICES**

This Pricing ~~as to~~ Exhibit A is incorporated and made part of the Agreement for Educational Services between Kelly Services, Inc. and the Suwannee County School Board, dated ~~August 28,~~ October 1, 2019. The maximum indebtedness of Customer for each fiscal year (July 1 through June 30) shall not exceed \$13,000,000.00.

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

Sims-Stanley-Qr-Vic/H  
rates:

<u>Job Title/Position</u>	<u>Hourly Pay Rate</u>	<u>Pay Type</u>	<u>Markup</u>	<u>Hourly Bill Rate</u>
Substitute Teacher - High School w/HS Diploma	\$8.75/hr or \$9.00	Hourly	1.335	\$11.68/hr or \$12.02
Substitute Teacher - Associate's Degree w/60 + College Credits	\$9.75/hr or \$9.95	Hourly	1.335	\$13.02/hr or
Substitute Teacher - w/Bachelor's Degree	\$10.75/hr	Hourly	1.335	\$14.35/hr or
Substitute Teacher - w/Master's Degree	\$12.25/hr	Hourly	1.335	\$16.35/hr or
Substitute Teacher - Certified Teacher - Long Term Assignment Sub (Valid FL Teachers Certificate)	\$20.00/hr	Hourly	1.335	\$26.70/hr or
Paraprofessional	\$8.50/hr or \$8.75	Hourly	1.335	\$11.25/hr or \$11.68
Clerical	TBD	Hourly	1.335	TBD
Retiree DROP Program	TBD	Hourly	1.185	TBD
School Nutrition Employee Food Service	\$8.50/hr or \$8.75	Hourly	1.391 50	\$11.82/hr or \$11.81
Custodial Employee	\$9.00/hr or	Hourly	1.391 50	\$12.51/hr or \$12.15

♦NOTE - These rates will go into effect September 1/October 1, 2019/2019

2. Early Payment. Kelly shall provide to Customer a discount of one-percent (1%) on each invoice if Customer pays within thirty (30) days from receipt of invoice. Kelly shall format each invoice to establish the pricing as set forth in section 1 above, and also format the invoice to include the alternative of this 1% discount for payment within 30 days as a separate line item in the invoice.

KELLY SERVICES, INC.

By:

Name:

Title:

Date:

Name: Nicola Seares  
Title: Vice President & Managing Director Kelly Educational Staffing

12-2-18  
Date: SUWANNEE COUNTY SCHOOL BOARD

By:  
Name: Ted L. Roush  
Title: Int. Superintendent of Schools

AUG 28 2018

Date: .....

"Approved as to Form and Sufficiency" Chairperson, Suwannee County School Board

"Approved BY" \_\_\_\_\_

Leonard A. Dietzen, III

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

Page 9 of 19

By: [Signature]

**Exhibit B  
TIME, BILLING & AUTOMATED SCHEDULING TERMS**

**1) DOCUMENTATION OF TIME WORKED**

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

**2) NON-EXEMPT EMPLOYEES & OVERTIME**

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

**3) AUTOMATED SCHEDULING**

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

(Replaces SCSB-2019-53, previously approved on 07/24/2019)

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

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

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

INFO ONLY



**Exhibit C - Composite Federal Forms**

**FEDERAL REGULATORY COMPLIANCE STATEMENT**

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

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

CONTRACTOR: Kelly Services, Inc.

PRINT NAME OF AUTHORIZED

REPRESENTATIVE: SIGNATURE OF

AUTHORIZED REPRESENTATIVE: TITLE:

**DRUG FREE WORKPLACE CERTIFICATION**

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

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

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

CONTRACTOR'S SIGNATURE / DATE

NAME/TITLE

CONTRACTOR'S SIGNATURE / DATE

"NAME/TITLE

Name of Company: Kelly Services, Inc.

INFO ONLY

(Replaces SCSB-2019-53, previously approved on 07/24/2018)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

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

1. The Contractor (or its affiliate) certifies to the best of its knowledge and belief that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government.
  - B. Have not within a three-year period preceding this contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - C. Are not presently indicted ~~indicted~~ for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.B. above of this certification.
  - D. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the Contractor is unable to certify to any of the statements above in this certifications, such Contractor shall attach an explanation to this certification.

CONTRACTOR'S SIGNATURE

~~NAME/TITLE~~ NAME/TITLE of AUTHORIZED REPRESENTATIVE

Name of Company: Kelly Services, Inc.

**NON-COLLUSION AFFIDAVIT**State of **FLORIDA**County of **SUWANNEE**

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

I hereby attest that:

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

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

(Signature)

(Date)

**Exhibit D - INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Replaces SCSB 2019-53, previously approved on 07/24/2018)

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

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

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

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

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

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

INFO ONLY



(Replaces SCSB 2019-52, previously approved on 07/24/2019)

**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 702 2<sup>nd</sup> ST. NW. LIVE OAK, FL 32064.**

**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 (2018/2016), 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 ~~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 (2018/2016), 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~~2016).

INFO ONLY

(Replaces SCSB 2019-52, previously approved on 07/24/2018)

**ADDENDUM TO AGREEMENT FOR EDUCATIONAL STAFFING**

This Addendum ("Addendum") is between Kelly Services, Inc. ("Kelly") and the Suwannee County Schools School Board ("Customer").

**RECITALS**

- A. Kelly, through its service line Kelly Educational Staffing, and Customer have agreed to enter into an Agreement for Educational Staffing ("Agreement").
- B. Kelly and Customer desire to to modify the Agreement as set forth below.

The parties therefore agree as follows:

**AGREEMENT**

1. **Engagement of Therapy Staff.** The following shall be added as a new section to the Agreement: "In addition to the services Kelly is providing in the Agreement, Customer has requested a need for Kelly to fill positions for speech therapists. In order for Kelly to fill such positions, Kelly will engage its subcontractor, Therapy Staff, to partner in the provision of speech therapists and Customer hereby consents to the use of Therapy Staff for filling speech therapist positions. All speech therapists will be W-2 employees of Therapy Staff and will not be considered to be an employee of Customer for any purpose. Kelly shall remain responsible for all of its obligations under this Agreement with respect to its Assigned Employees and shall ensure, through written agreement, that Therapy Staff is responsible for the same obligations as it relates to Therapy Staff employees. Customer will deal directly and exclusively with Kelly with respect to Therapy Staff's services and employees.
2. **Pricing.** Kelly will ~~invoice~~ Invoice Customer ~~\$55.00~~ per hour for all hours worked by speech therapists and approved in accordance with Section 6 of Agreement.
3. **Responsibilities of Therapy Staff.** "In addition to the responsibilities listed in Section 3 of the Agreement, Therapy Staff is required to comply with the following responsibilities:
  - a) Verify the currency of the license of all licensed personnel Therapy Staff supplies to Customer;
  - b) Upon employment, offer the Hepatitis B vaccine to Therapists whose job duties will involve a reasonable risk of exposure to blood borne pathogens, providing such Therapists with general training relating to blood borne pathogens and the universal precautions, and maintain the records required by OSHA regarding such training; offer the hepatitis B vaccine, and exposure incidents and post-exposure treatment;
  - c) Maintain employee records of annual TB manitoux test or chest x-ray; and,
  - d) Not engage subcontractors to provide Therapists unless agreed to in advance by Kelly and Customer."

4. **Additional Insurance.** In addition to the ~~insurance~~ Insurance requirements in the Agreement, Therapy Staff will provide the following:

**"Medical Professional/Malpractice Insurance** for Therapy Staff and each employee employed by Therapy Staff provided to Customer in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate."

**5. Types of Assignments; Pricing**

The Assigned Employees will be assigned to the following positions and at the following rates:

Job Title	Hourly Bill Rate	
Speech Therapist	\$55.00	

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CSB-2019-52, previously approved on 07/24/2018)

**6.6 Pricing for Hiring Speech Therapist Employee**

If Customer hires an Assigned Employee before the Assigned Employee works more than 520 hours 90 substitute days, Customer agrees to pay a placement fee upon hiring the temporary employee to work in full- or part-time position of employment with the Customer. The placement fee will be NO FEE. If Customer hires an Assigned Employee after the Assigned Employee works more than 520 hours, Customer agrees to pay a placement fee of NO FEE is based on days worked. The fee schedule is set forth below.

1-60 days worked	0 % of annualized salary*
61-90 days worked	0 % of annualized salary
90+ days worked	Fee Waived

\*Annualized salary based on the daily bill rate would be calculated as follows:

Total school days in a school year multiplied by the daily bill rate = annualized salary

The annualized salary calculation using hourly rates is calculated as follows:

Total school days in a year multiplied by the hourly bill rate multiplied by the number of hours per work day = annualized salary

**7.7 Pricing for Hiring a Direct Hire Candidate**

If the Customer hires a candidate referred to it by Kelly Educational Staffing for direct hire by Customer, the Customer agrees to pay a direct placement fee of 0% of the candidate's annualized salary.

This Addendum will become effective when both parties have signed it. The date on which the last party has signed this Addendum (as indicated by the date associated with that party's signature) will be deemed the date of this Addendum. If there is any conflict between the provisions of this Addendum and corresponding provisions of the Agreement, the provisions of this

Addendum shall control.

Suwannee County School District

Kelly Services, Inc.

Signature

Signature

Suwannee County School District

Kelly Services, Inc.

Signature

Signature

Printed Name

Ted L. Roush  
Printed Name

Title

Superintendent of Schools  
Title

AUG 28 2018

Date Signed

Date Signed

\_\_\_\_\_  
Nicola Seares

Chairperson, Suwannee County School Board

~~Printed for President & Managing Director Kelly Educational Staffing~~

Title

Date Signed

~~Chairperson, Suwannee County School Board~~

"Approved as to Form and Sufficiency

"Approved to BY

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

BY

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

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Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	9/10/2019 9:36:26 AM
Comparison Time	2.97 seconds
compareDocs version	v4.2.300.9

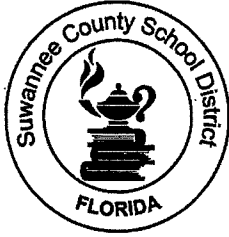
Sources	
Original Document	\\HomeDirs01\Users\$\cduquette\_My Settings\Desktop\Compare Contract\SCSB 2019-68 Kelly Svcs Fully Executed.pdf
Modified Document	\\HomeDirs01\Users\$\cduquette\_My Settings\Desktop\Compare Contract\SCSB 2020-78 Kelly Services.pdf

Comparison Statistics	
Insertions	99
Deletions	81
Changes	140
Moves	0
TOTAL CHANGES	320

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	Track Changes
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:** September 9, 2019  
**RE:** Human Resources Transactions for September 24, 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**  
**September 24, 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.

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

**RESIGNATION: INSTRUCTIONAL:**

Suwannee Middle School:

Kim Cohen, Guidance Counselor, effective August 28, 2019

**RETIREMENTS: NON-INSTRUCTIONAL/SCHOOL RELATED:**

Branford High School:

Deborah Crawford, 6 hour Food Service Worker, effective March 2, 2020  
Sharon Cregg, Custodian, effective April 30, 2020

Suwannee Opportunity School:

Richard Allen, Community Schools Coordinator, effective August 28, 2019

**RECOMMENDATION: INSTRUCTIONAL:**

Suwannee Middle School:

Laura-Kaitlyn Boatright, Guidance Counselor, effective September 9, 2019  
REPLACES: Kim Cohen

**LEAVE OF ABSENCE (PERSONAL/MATERNITY LEAVE):**

Branford Elementary School:

Mandi Howard, Teacher, tentatively, December 16, 2019 through March 13, 2020 with pay, with the option of returning sooner if released by the doctor.

**LEAVE OF ABSENCE (FAMILY AND MEDICAL LEAVE):**

Suwannee Middle School:

Rebecca Monroe, Teacher, tentatively may use up to 12 weeks as needed.



**LEAVE OF ABSENCE (ILLNESS IN THE LINE OF DUTY):****Suwannee Elementary School:**

Danielle Gay, Teacher, November 30, 2018, April 25, 2019, and September 3, 2019, for a total of 11.75 hours.

**RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:****Branford Elementary School:**

Melissa Hygema, 3 hour Food Service Worker, effective August 30, 2019

REPLACES: Debbie Rogers

Lisa Young, 3 hour Food Service Worker, effective September 9, 2019

REPLACES: Brenna Smith

**Suwannee Elementary School:**

Janet Diaz, Bilingual Paraprofessional, effective September 4, 2019

REPLACES: Elizabeth Romulo

Marilyn Gonzalez-Santos, 8 hour Food Service Worker, effective September 9, 2019

REPLACES: Linda Hingson

**Suwannee High School:**

Jennifer Ponder, 2 hour Food Service Monitor, effective August 12, 2019

REPLACES: New Position

**Suwannee Middle School:**

RoseMerry Bell, 3 hour Food Service Worker, effective September 10, 2019

REPLACES: Cierra Parker

**Suwannee Opportunity School:**

Tyrone Ansley, Security Guard, effective September 13, 2019

REPLACES: Richard Allen

**Transportation:**

Kimberly Harnage, Bus Driver, effective August 30, 2019

REPLACES: Rhonda Garrett

Joseph Phillips, Crossing Guard, effective September 13, 2019

REPLACES: James Newport

**TRANSFER/REASSIGNMENT:**

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>EFFECTIVE</u>	<u>REPLACES</u>
Linda Hingson	SES/8 hour Food Service Worker	SES/6 hour Food Service Worker	08/21/2019	Marilyn Santos

**SUPPLEMENTARY:**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>REPLACES</u>
Harrison Ambrose	Planning Period	SHS	
Emily Blackmon	Planning Period	SVS	
Marcia Boatright	Instructional Leadership	BHS	
Pamela Cassube	Planning Period	BHS	

Andrew Chapman	Planning Period	SVS	
Carlos Diaz	Instructional Leadership	BHS	
Carlos Diaz	Planning Period	SVS	
Jean Eckhoff	Planning Period	SVS	
Anne Etcher	Instructional Leadership	BHS	
Sarah Grillo	Planning Period	SVS	
Angela Hester	Planning Period	SVS	
Frank Hufty	Assistant Varsity Football Coach	SHS	Jimmy Jackson
Brooke Cox-Knowles	Planning Period	SOS	
Brooke Cox-Knowles	Planning Period	SVS	
Karen Koon	Instructional Leadership	BHS	
Kevin Lewis	Girls' Basketball Head Coach	SMS	Nicole Williamson
Amanda Mabey	Girls' Soccer Head Coach	SMS	Tommy Brett
Douglas Mabey	Boys' Soccer Coach	SMS	Jimmie Green
Vanessa Menhennett	Planning Period	SVS	
Eduardo Moreno	Assistant Swim Coach	SHS	Debbie Durden
Tammy Neil	Yearbook Sponsor	SMS	
Lisa Pennington	Planning Period	SVS	
Maria Rodriguez	Planning Period	BHS	
Sergio Rodriguez	Planning Period	BHS	
Sergio Rodriguez	Planning Period	SVS	
Stefani Santos	Planning Period (one semester)	BHS	
Alex Scarborough	Assistant Football Coach	SMS	Francis Cohen
Brad Scarborough	Boys' Basketball Head Coach	SMS	Kevin Lewis
Brittney Shearer	Girls' JV Volleyball Coach	SHS	Anslie Creech
Daniel Taylor	Planning Period	BHS	
Daniel Taylor	Planning Period	SVS	
Kimberly Tuvell	Planning Period	SVS	
Jeremy Ulmer	Planning Period	RTC	
Bryan Wainwright	Head Wrestling Coach	SMS	Jeremy Griswold
Jonathan Wainwright	Head Wrestling Coach	SHS	Bryan Wainwright
Abbey Warren	Instructional Leadership	BHS	
Abbey Warren	Planning Period	BHS	
Vernon Wiggins	Planning Period	SHS	
Kenneth Jay Wingate	Instructional Leadership	BHS	
Amy Yarick	Girls' Cross Country Coach	SHS	Eric Rodriguez

#### **LEAVE OF ABSENCE (FAMILY AND MEDICAL LEAVE):**

##### Suwannee Middle School:

Goldie Fralick, Nurse, tentatively may use up to 12 weeks as needed.

##### Suwannee Primary School:

Sarah McIntosh, Paraprofessional, tentatively, September 16, 2019 through December 16, 2019 without pay, with the option of returning sooner if released by the doctor.

## **LEAVE OF ABSENCE (MEDICAL LEAVE OF ABSENCE):**

### **Food Service:**

Lisa Fortner, 8 hour Food Service Worker, tentatively, August 9, 2019 without pay, with the option of returning sooner if released by the doctor.

## **MISCELLANEOUS:**

### **Suwannee Middle School:**

Approval for Misty Shawn Herring to work up to 48 additional hours for assistance in guidance administration to be paid from the General Fund.

### **District Wide/21<sup>st</sup> Century:**

Approval of the following employees to work as a paraprofessional or teacher in the 21<sup>st</sup> Century program:

Mary J Kinard                      Hannah Knighton                      Rebecca Monroe

### **Transportation:**

Approval of the following employees to be driver trainers part-time hourly District-wide.

Tyrone Ansley                      David Barnes                      Inez Williams

## **STUDENT WORKERS:**

Laura Alvarez, RIVEROAK Technical College/Surgical Tech

Bethany Mabey, RIVEROAK Technical College/Early Childhood Education/My Play School

## **SUBSTITUTE:**

The following to serve as Substitute Bus Attendant:

Francisco Perez

## **VOLUNTEERS:**

Alicia Acosta	Latoria Ansley	Elizabeth Barnes
Candace Adams	Blanca Ardilla	Lauren Barnett
Charles Adams	Ashley Arnold	Sharon Barnett
Martha Adams	Christy Arrington-Curl	Marlee Barreto
Nicole Agrew	Stephanie Ascough	Jennifer Barrington
Tia Albert	Suzanne Atkins	Melissa Barrs
Jessica Alcorn	Patiesha Baker	Russell Barrs
Mary Alford	Felicia Baldwin	Eric Bartelme
Carrie Allbritton	Lisa Ballard	Aaron Bass
Holli Allbritton	Dee Ballou	Brooke Bass
Amanda Allen	Angela Barker	Benny Beckner
Leslie Allen	Dusty Barlow	Megan Beckner
Priscilla Allred	Amanda Barnes	Benjamin Bell
Amanda Anderson	Brian Barnes	Geralunda Bell

Lori Bell  
Catherine Bennett  
Sara Benson  
Carol Bent  
Victoria Bilodeau  
Donna Boatright  
Jennifer Bond  
Amber Bosik  
Marsha Bower  
Brandi Bowers  
Christina Bowman  
Jessica Bradow  
Matthew Bradow  
Brandy Brakenwagen  
Kirk Brandstrup  
Emily Brantley  
Tommy Brett  
Lindsey Bricker  
Britni Brooks  
David Brooks  
Catherine Brookshire  
Bill Brothers  
Andy Brown  
Claudia Brown  
Crystal Brown  
Maria Brown  
Sheena Brown  
Tresca Brown  
Elizabeth Bruening  
Linda Bruzzese  
Brittanie Bryant  
Robert Bryant  
Crystal Bryson  
Jennifer Burke  
Jasmine Burns  
Robert Burns  
Teri Butts  
Barton Byrd  
Bethany Byrd  
Daniel Byrd  
Kirsinda Byrd  
Regina Cain  
David Campbell  
Kenneth Campbell  
Violet Campbell  
Christina Cannon  
Erin Cannon

Hillary Cannon  
James Cannon  
Leah Carlucci  
Joanne Carr  
Jason Carroll  
Peggy Carroll  
Casey Carter  
Kierra Carter  
Melissa Carter  
Amanda Carver  
Mary Caskin  
Ana Castillo  
Mirtha Castro  
Maria Cedillo  
Ragan Chauncey  
Roberta Childress  
Deborah Christensen  
Brittany Christie  
Danielle Christie  
Amanda Clark  
Brenda Clark  
Vicki Clark  
Mariah Clayton  
Amy Cline  
Heather Clower  
Kimberly Clyatt  
Jerry Coker  
John Coker  
Penny Coleman  
Carrie Collins  
Mark Collins  
Teresa Colvin  
Tracy Combee  
Christen Conine  
Charles Conley  
Dawn Conley  
Holly Conway  
Nichol Cook  
Breanna Copeland  
Candance Copeland  
Dennis Copeland  
Lisa Copeland  
William Copeland  
Joan Corbett  
Brandice Corbin  
Brian Corbin  
Heather Corbin

Kristin Corbin  
Lisa Corbin  
Erin Cornish  
Skylynn Coupe  
Candise Courtemache  
Daniel Courtemache  
Crystal Cox  
Dottie Cranford  
Jenifer Creech  
Allison Crisp  
Kathie Crisp  
Victoria Crossno  
Tamala Cruz  
Justin Curl  
Shelby Curl  
Tiffeney Cusick  
Ashley Dalton  
Derrick Daniel  
Kierston Daniels  
Lori Daniels  
Kevin Dasher  
Stevie Dasher  
Andrea Davis  
Erin Davis  
Heather Davis  
Jordan Davis  
Kristen Davis  
Robert Davis  
Mahailey Dees  
Ravinn Dees  
Christine Demoss  
Joe Denton  
Carmilla Derringer  
Cayla Derringer  
Nina Derringer  
Rachel Derringer  
Kyle Desarreux  
Jason Diaz  
Alvin Dicks  
Bradley Dicks  
Janice Dicks  
Lynsee Dicks  
Christian Dixon  
Jennifer Dixon  
Mackenzie Dole  
Stephanie Donaway  
Mariel Downing

Amanda Drake  
Kelly Driggers  
Halie Dubose  
John Dulses  
Brittany Durham  
Michelle Eaken  
Erika Edwards  
Alisa Epperson  
Veronica Esparza  
Casey Estep  
Phyllis Etcher  
Cecil Ethridge  
Nancy Eubanks  
Maggie Evans  
Kathy Ezell  
Lorraive Fair  
Gerily Falcon  
Mellisa Fennell  
Christopher Ferguson  
Samantha Ferguson  
April Fernandez  
Crystal Fernandez  
Beverly Fetter  
Christina Field  
Shelly Fletcher  
Amanda Floyd  
Lisa Fowler  
Angie Fralick  
Juanice Fralick  
Andrew Frenock  
Nicole Fusco  
Elliot Garcia  
Jessica Garcia  
Yanisleyvi Garcia  
Colleen Gartner-Gain  
Carlton Gaskins  
June Gay  
Amanda Gaylord  
Chad Gaylord  
Lacey Geiger  
Joshua Gerhauser  
Melanie Gerhauser  
Jessica Gest  
Hope Giamarino  
Joshua Gill  
Keri Gill  
Desarae Gillyard

Tiffany Gimenez  
Canisha Givens  
Douglas Glover  
Sharon Golding  
Astrid Gonzalez  
Esmeralda Gonzalez  
James Goodin  
Jessica Gordy  
Jacob Grantham  
Kegan Grantham  
Shelley Grantham  
Jennifer Greene  
Jenna Grider  
Alexandra Griffin  
Samantha Griffin  
Elizabeth Grimm  
Brandi Grizzle  
Katherine Grubbs  
Ashley Gurganus  
Megan Hale  
Rhonda Hale  
Morgan Hall  
Thena Hall  
Tori Hall  
Barbara Hallman  
Kimberly Hammock  
Nicole Hammock  
Natalie Haney  
Alicia Hardy  
Robert Hardy  
Chelsea Harrell  
Brooke Harrelson  
Brandy Harris  
Dale Harris  
Robin Harris  
Tiffany Harris  
Travis Harris  
Ariel Harrison  
Michelle Hart  
Spencer Hart  
Sarah Hatch  
Maday Hayes  
Natalie Hayes  
Brenda Hedges  
Kathryn Hegenauer  
Teneshia Henderson  
Megan Henry

Brittney Hernandez  
David Hernandez  
Guadalupe Hernandez  
Amber Herring  
Wendy Hewett  
Mayesta Hewiett  
Kelli Hicks  
Jessica Hillman  
Tawanna Hines  
Ashley Hingson  
Adam Hitt  
Erika Hodge  
Heather Hodge  
Kayla Hodge  
Leah Hodge  
Felicia Holder  
Wayne Holder  
Stephen Hollar  
Tonya Hollar  
Carla Hollinger  
Kelly Hollingswotz  
Briana Holroyd  
Heather Holt  
John Holton  
Mary Hooper  
Jessica Hosford  
Gaylia Howard  
Kimberly Howard  
Kyndal Howard  
Melissa Hughes  
Heather Humphrey  
Lacey Humphries  
Jenna Hunter  
Markese Hunter  
Chad Hurst  
Skyla Hutchison  
Mary Hygema  
Melissa Hygema  
Maria Ibarra  
Mirian Ibarra  
Sazannah Irby  
Melissa Jacobs  
Jennifer Janusas  
Rianna Jelks  
Jessica Jenkins  
Michelle Jenkins  
Juan Jimenez

Amy Johnson  
James Johnson  
Rueben Johnson  
Julianna Jokay-Szilagj  
Amanda Jones  
Debbie Jones  
Keith Jones  
LaDonne Jones  
Mike Jones  
Tahnessia Jones  
Taylor Jones  
Roxanne Kardaseslea  
Charity Keen  
Jennifer Kelly  
Joni Kelly  
Zafarys Kennedy  
Terrie Kersey  
Amanda Kilgore  
Marguerite Kines  
Katie Kinsey  
Cherie Kirkland  
Crissy Kirkland  
Julie Klecka  
William Klecka  
Amy Knight  
Ragon Knight  
Brent Knighton  
Farrell Knighton  
Hannah Knighton  
Kevin Knighton  
Stephanie Knighton  
Vera Knighton  
Shannon Knisley  
Scott Koehn  
Keri Kohen  
Keni Koon  
Karen Kramer  
Jennifer Kreis  
Kimberly Krogulski  
Paul Krogulski  
Jennifer LaCasse  
Crystal Lamm  
Leah Land  
Raymon Land  
Reba Lane  
Amber Lau  
Christopher Law

Patricia Lawhorn  
Rovon Lawson  
Rebecca Layman  
Thahn Le  
Erika Leak  
Heather Lee  
Linda Lee  
Theresa Lee  
Sarah Leffew-Flores  
Dustin Leighton  
Jessica Leighton  
Jennifer Lewis  
Shatae Lewis  
Sabrina Lieupo  
Jessica Lindsey  
Valua Linton  
Joshua Loll  
Cassandra Long  
David Long  
Dailenis Lopez  
Jennifer Loy  
Olga Lugo Knott  
Ashley Luke  
Brandon Lustik  
Karissa Lustik  
Elizabeth Lynn  
Matthew Lynn  
Doug Mabey  
Brittany MacDonald  
Erin MacDonald  
Jackie Malaguti  
Dwayne Manley  
Kenya Manley  
Savannah Manuel  
Josie March  
Amanda Martin  
Charlotte Martin  
Tracy Martin  
Maria Martinez  
Regina Marvin  
Erica Mathews  
Shane Mathews  
Jessica Mathis  
Patriece Matthews  
Victoria Maxwell  
April McClanahan  
Skye McCollum

Kelsey McCormick  
Megan McDaid  
Kristen McDonald  
Charlisa McGowan  
Joshua McInnis  
Samantha McInnis  
Kristin McIntosh  
Kristy McManaway  
Susan McMillan  
Brenna McMullen  
Terry McMullen  
Dalton McNair  
Peggy Mead  
Christie Megahee  
Holly Melland  
Nicole Menefee  
Michelle Metzger  
Robyn Metzger  
Tammie Miller  
Wendi Mimbs  
Katie Mims  
Renee Mincks  
Laura Minks  
Heather Misinec  
Elwanda Moore  
Aaron Morales  
Andrew Morales  
Natalia Morales  
Brian Moseley  
Misty Moseley  
Josie Moses  
Melba Mott  
Cynthia Murray  
Kevin Murray  
Kristina Murray  
Konstantinos Nahabetian  
Lyndsi Nahabetian  
Kelly Nail  
Brittany Napoleon  
Leah Nettles  
Michael T. Nettles  
Michael W. Nettles  
Pamela Nettles  
Rachel Newsome  
Kyle Nickerson  
Heather Nolan  
Rebecca Norris

Karen-Ann Norton  
Terry Norton  
Scott Nunley  
Crystal Nur  
Julia Oliva  
Kelly Onuska  
Nichole Ortiz  
Traci Osborn  
Shannon Osgood  
Wesley Osgood  
Danna Owen  
David Owen  
Samantha Owen  
Bernard Owens  
Desiree Owens  
Secilie Owens  
Tomiqua Owens  
Jewell Oxendine  
Alfredo Pacheco  
Ana Palacios Frias  
Chris Parker  
Dena Parker  
Michelle Parker  
Jennifer Parramore  
Ashley Pate  
Amy Patterson  
William Patterson  
Amanda Patton  
Mattie Paulin  
Cindy Payne  
Emily Peacock  
Savanna Pearson  
Jeffery Pena Quinones  
Ammissaddai Perez  
Jalon Perry  
Jessie Peterson  
Amanda Pettigill  
Traci Phelps  
Belinda Phillips  
Lana Pidgeon  
James Pinkard  
Sheila Pittman  
Kimberly Plummer  
Lisa Poirier  
Stephanie Poole  
Silvia Porras  
Lillie Porter

Pamela Powell  
Samantha Prater  
Rebecca Prescott  
Steven Prescott  
Kaylee Pressley  
Courtney Provau  
Catherine Queen  
Dale Queen  
Stacey Ragans  
Mark Rains  
William Rains  
Ericka Ramirez  
Kimberly Ranck  
Alexander Rang  
Brenda Raulerson  
Christin Ray  
Kasey Regar  
Terry Rhoden  
Bretne Rich  
Maria Richard  
Michelle Richards  
Sasharine Richardson  
Helen Riels  
Michelle Riels  
Jamie Riggs  
Joseph Riglion  
Tysha Riley  
Patricia Rios  
Michelle Rioux  
Kimberly Rizer  
Erin Roberts  
Megan Roberts  
Nancy Roberts  
Maryann Robertson  
Averys Robinson  
Peter Rodriguez  
Charlotte Rogers  
Danny Rogers  
Jennifer Rogers  
Lisa Rogers  
Lori Rogers  
Rebecca Rogers  
Suzan Rogers  
Dana Root  
Rebecca Rose  
Debra Ross  
Tina Roush

Crystal Royal  
Chad Rucker  
Destinee Rutherford  
Jamie Rutland  
Katie Rutsky  
Christopher Ryker  
Heather Sabourin  
Ashley Salazar  
Patricia Sanchez  
Stephanie Sanchez Lopez  
James Santandea  
Rebecca Sapp  
Addie-Bell Saylor  
Emily Scaff  
Deborah Scott  
Meranda Scott  
Twyla Sears  
Amanda Senna  
Billy Shaw  
Kristin Shaw  
Wendy Shaw  
Phillip Shea  
Shawna Shea  
Johnathan Sheffield  
Taylor Sheffield  
Destiny Shepherd  
Tiffani Shiver  
Slade Sikes  
Gloria Simmons  
Jennifer Sims  
Darrell Singleton  
Myrisa Sixto  
Mandy Slaughter  
Jenny Sloan  
Amber Smith  
Ashley Smith  
Christina Smith  
Donna Smith  
Jennifer Smith  
Kelvin Smith  
Lori Smith  
Samantha Smith  
Sandra Smith  
Tunia Smith  
Wilonia Smith  
Mary Smith-Richardson  
Helen Snider

Krystina Snider  
Matthew Snider  
Krystal Sobczyk  
Cara Soride  
Matthew Soride  
Martha Spiwak  
Carla Spradley  
Ashley Staley  
Kimberly Stanfield  
Tylyn Stansel  
Bridget Stegall  
Krishna Stemple  
Melony Stevens  
Janet Stiles  
Magen Stofel  
Nicole Stratton  
Samantha Sturdivant  
Breanna Suggs  
Donna Suggs  
Kasse Suggs  
Jennie Sullivan  
Jessica Sullivan  
Myranda Sullivan  
Latonya Talbert  
Jackie Taylor  
Kimberly Taylor  
Kimberly N. Taylor  
Martha Taylor  
Raychel Taylor  
Christina Terrell  
Alexis Tew  
Denisha Thomas  
Manda Thomas  
Alice Thompson  
Aliesha Thompson  
Amber Thompson  
Jennifer Thompson

Paula Thompson  
Sarah Thormodson  
Holly Tomlinson  
Carrie Torres  
Gina Tucker  
John Tucker  
Ashley Turnage  
Crystal Turner  
Danielle Turner  
Leah Tyrone  
Yuleidys Ulloa  
Carolyn Underwood  
Melissa Underwood  
Kristin VanRiel  
Jason VanZile  
Megan VanZile  
Toni Vargas Garcia  
Yomaris Vega  
Sara Vincent  
Amelia Voss  
Jessica Wagner  
Angela Walker  
Tiffany Walker  
Brittany Ward  
Christina Ward  
James Ward  
Mary Ward  
Marie Warren  
Amy Washington  
Amanda Watson  
Sierra Watson  
Crystal Waugaman  
Jerri Webb  
Julie Weeks  
Tiffanie Weeks  
Brittany Wendt  
Samantha Wenig

James Westberry  
Katlin Westrich  
Shekedra Wheeler  
Bryan Whitaker  
Misty Whitaker  
Chrissy White  
Ashley Whitener  
Jeff Whitener  
Wendy Whitfield  
Sarah Whitt  
Crystal Whitt  
Shannon Whittle  
Aubrey Wilkerson  
Danielle Williams  
Jacob Williams  
Theresa Williams  
Brian Williamson  
Gary Willis  
Karen Willis  
Kerry Willis  
Amber Wilson  
Carolyn Wilson  
Helen Wilson  
Vickie Withey  
Dianelys Woloszyn  
Lisa Wootters  
Jennifer Wright  
Kevin Wright  
Kristin Wright  
Yolanda Xithe  
DeErra Yates  
Anthony Young  
Jessica Young  
Wayne Young  
Ashley Zarate  
Hannah Zboralski  
Briana Zonnevylle

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



**NON EXCLUSIVE STUDENT AFFILIATION AGREEMENT ("AGREEMENT")  
FACE SHEET**

Date of Agreement: 6/5/2019

Facility Legal Name: Starke HMA, LLC d/b/a Shands Starke Regional Medical Center

Facility Address: 922 East Call Street

City, State, ZIP: Starke, FL 32091

School's Legal Name: RIVEROAK Technical College (Suwannee County School Board)

School Address: 415 Pinewood Drive SW

City, State ZIP: Live Oak, FL 32064

Applicable Licenses, Certifications, etc: CPR & BLS

Term of Agreement: 36 months

Expiration Date: 9/23/2022

Effective Date: 9/24/2019

Type of Student (i.e. Clinical, Administrative, etc.): Surgical Technology

Number of Students per rotation: 1-10

Term of Training (cite beginning date and ending date including dates of the School's semester):

Begin Date: 09/24/2019

Ending Date: 09/23/2022

School Term Dates: Fall, Spring, and Summer

Clinical rotation(s) site is: 922 East Call Street, Starke, FL 32091

Designated Contract Person for Facility: Jennifer Peck

Designated Contract Person for School: Mary Keen, mary.keen@suwannee.k12.fl.us

**Responsibility for Certain Checks and Testing:**

**The School recognizes that the Facility is a fully functional medical facility, and not an educational institution. This Agreement is by way of a courtesy and is not a guarantee of any sort. The Facility's standards for behavior, safety and timely and effective care are not reduced by this Agreement.**

**Background Check**

1. School chooses to conduct and to pay for Students' Background Checks. ✓

**Substance Abuse Testing**

1. School chooses to conduct and to pay for Students' Substance Abuse Testing. ✓

The results of the (1) Background Check and (2) Substance Test must already be on file at the Facility before any Student is referred to the Facility.

The attached Standard Terms and Conditions are part of this Agreement. The following Addenda are also part of this Agreement.

Addendum	Title
1	Patient Care Duties to be Provided by Students
2	Patient Care Duties Students Cannot Provide
3	Other Legally Required Testing
4	Student Consent & Policies
5	Student Background Consent Form
6	Disclosure and Authorization
7	Public Records Law Requirement

**AUTHORIZED SCHOOL REPRESENTATIVE**  
**RIVEROAK Technical College (Suwannee**  
**County School Board)**

**FACILITY**  
**Starke HMA, LLC d/b/a Shands Starke**  
**Regional Medical Center**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Ted L. Roush

Name: \_\_\_\_\_

Title: Superintendent of Schools

Title: Facility CEO

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

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

\_\_\_\_\_  
 Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

**NON EXCLUSIVE STUDENT AFFILIATION AGREEMENT****STANDARD TERMS AND CONDITIONS****1. JOINT RESPONSIBILITIES OF SCHOOL AND FACILITY**

- A. Provide clinical training to Students, including but not limited to the Patient Care Services. See Addendum 1.
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results. Facility shall be solely responsible for determining if Students may participate or remain in the program.

**2. SCHOOL'S RESPONSIBILITIES**

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet the School's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to their clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff *prior to* referring them to Facility:
  - (1) A negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility;
  - (2) A completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine;
  - (3) Any other appropriate immunizations requested by Facility; and
  - (4) Documentation for legally-required testing requirements noted. See Addendum 3.
- E. Ensure that Students are aware of the Substance Policy. See Addendum 4.
- F. Provide the Facility with a copy of each Student's completed (1) Substance Policy Consent Form (See Addendum 4) and (2) Background Consent Form (See Addendum 5). The School may instruct the Student to provide the forms to the Facility; however the completed forms and results must be on file at the Facility before any Student is referred to the Facility.
- G. Ensure that the following background checks have been completed *before* referring Students to Facility (See Face Sheet to determine who will be responsible for the cost and actual performance of the background checks):
  - (1) Office of Inspector General ("OIG") List of Excluded Individuals/Entities

School shall not refer Students who have been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System, or approved software programs, and certain internet sites.

(2) License or Certification

School shall not refer Students whose medical licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. If such sanctions resulted from controlled substance use, and the Students have successfully completed a rehabilitation program, School may refer them so long as they undergo periodic substance abuse testing as determined by the Facility.

(3) Criminal Records Check

Students' criminal records shall be checked at the federal, state, and local levels *before* referring Students to Facility and thereafter as often as is required by law. The Facility CEO will have the authority to make the final decision regarding the referral of any Student with a criminal record. Students must execute a Student Background Consent Form (See Addendum 5).

(4) Other Background Checks Required By Law (See Addendum 3).

- H. No Facility materials related to this Agreement shall be circulated or published without the Facility's prior written consent.

### 3. FACILITY'S RESPONSIBILITIES

- A. Provide clinical experiences to Students, as mutually agreed upon by the parties.
- B. Orient Students and School clinical instructors who visit Facility on matters such as Facility's rules, policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- C. Provide first aid for clinical accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- D. Provide reasonable storage space for Student's apparel and personal effects, and classroom or conference room space at Facility for program use.

### 4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. In any event, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue until the Students complete current clinical rotations (if practicable).
- C. Either party may immediately terminate this Agreement if the other party is insolvent, bankrupt or changes ownership.

### 5. INSURANCE

- A. Documentation shall be provided that:
- 1) Students have health insurance during their clinical rotation;
  - 2) Clinical instructors and other School staff present on Facility grounds have worker's compensation insurance (or, if School is government entity, School shall maintain the government version of such insurance); and
  - 3) Students have professional liability coverage of at least \$1 million per occurrence / \$3 million aggregate of the "occurrence" type of coverage.
- B. If Students' professional liability coverage is the "claims made" type, such coverage shall outlive this Agreement for at least twenty-four (24) months (which may require tail or prior acts coverage). The "retro" date for coverage shall be this Agreement's effective date.
- C. Facility shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of any insurance coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement. The Facility shall be reasonable in deciding if an insurance carrier is reputable/acceptable to it.

## 6. CLAIMS AND NOTIFICATION

- A. Each party shall pay its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

Note: Section 6.B below does not apply to government entities that claim full or partial governmental immunity. See Section 6.C below.

- B. To the maximum extent allowed by law, unless otherwise provided by this Agreement, each party agrees to indemnify, hold harmless, and defend the other party from and against any and all claims, demands, actions, settlements, costs, damages or judgments, including reasonable attorney's fees and litigation expenses, based upon or arising out of the activities per this Agreement, where such claims, demands, actions, settlements, costs, damages, or judgments relate to its own negligence, actions or omissions or that of its agents, representatives, Students, as applicable, or employees. This Section survives the termination of this Agreement.
- C. Government Immunity- Complete Addendum 7. *If* School claims any type of governmental immunity or is limited in its ability to compensate the Facility for any damages, School shall provide to Facility a list of alternative insurance, monetary, and/or other relief that will be available to Facility. Note that legal or equitable relief from the Facility is the same as that available to Facility from School.
- D. Parties will notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

## 7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. School, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable laws, ("Confidential Information"). School also

agrees to inform its Students about their obligations under applicable laws as to Confidential information.

- B. Patient records are Facility property. Retention and release shall comply with all applicable laws. Access to and use of patient information is restricted to only that necessary for this Agreement.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

**8. NOTICES.** Notices or other communications per this Agreement shall be given to the other party as follows:

If to Facility: As stated on Face Sheet

With a copy to: CHSPSC Legal Department  
4000 Meridian Blvd.  
Franklin, TN 37067  
Attn: General Counsel

If to School: As stated on Face Sheet

- 9. ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 10. DISCRIMINATION** Each party shall comply with all applicable laws relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act, all as amended. This compliance may also include non-discrimination based classifications such as race, color, religion, sex, national origin, age, disability and other legally protected classifications.
- 11. INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents or subcontractors, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
- 12. COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted, and be as effective as an inked original.
- 13. CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
- 14. GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of Florida in a court of competent jurisdiction in Suwannee County, FL.
- 15. ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this subject matter and it supersedes any prior agreements/arrangements. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

**STUDENT AFFILIATION AGREEMENT - ADDENDUM 1****Patient Care Duties To Be Provided By Students****TYPE OF PROGRAM:**

Vocational / Technical

**ACADEMIC LEVEL:**

Sophomore

**EXPERIENCE LEVEL:**

Beginner/Basic

**Skilled PRACTICAL NURSING STUDENTS can perform:**

Patient Hygiene  
 Medical Administration  
 Peripheral IV Therapy-initiating, discontinuing piggyback medication and continuous infusions  
 Accessing/managing central venous catheters  
 Nasogastric tube: Insertion, medication administration and discontinuation  
 Tube placement verification and residual check  
 Foley catheter insertion, care and removal  
 Dressing change  
 Assisting with Pressure Ulcer treatment  
 Documentation  
 Assisting with vaginal/Caesarian delivery  
 Assisting with bedside procedures; central line insertion, chest tube insertion, spinal tap  
 Blood sampling  
 Ostomy care  
 Monitoring of a patient with patient-controlled analgesia  
 Providing patient education material and information      Patient Evaluations  
 Collection of vital signs and health history upon admission

In addition to other duties required by the school, students are required to participate in an hourly rounding lab before being allowed to care for patients in a CHS facility. This check-off validation will be conducted by the nurse instructor and include use of the 4 P's, log sheet compliance and bedside shift report. Validation tools will be provided to the instructor for use and when complete given to the CNO or Nurse Educator before clinicals in the facility.

**Skills PATIENT CARE TECHNICIAN STUDENTS can perform:**

Patient Hygiene  
 Documentation  
 Blood Sampling  
 Ostomy Care  
 Collection of vital signs  
 EKG's  
 Feeding patients  
 Assisting with activities of daily living  
 Collection of Intake and Output  
 Placement of Telemetry

**Skills SURGICAL TECHNICIAN STUDENTS can perform:****PATIENT CARE DUTIES TO BE PROVIDED BY SURGICAL TECH STUDENTS UNDER THE DIRECT SUPERVISION OF A PRECEPTOR**

Level 1 Students (Novice):  
 Observation only

Level 2 Students (Apprentice/Novice):

Scrub into OR case to perform all scrub roles with assistance

Level 3 Students (Apprentice/Adept):

Scrub independently (on previously-scrubbed cases), with facility's scrub nurse also scrubbed in, or in the Room

Skills PHLEBOTOMY STUDENTS can perform (without instructor present):

Perform venipunctures, heel sticks, and finger sticks to obtain blood samples for testing purposes

Properly identify patients and follow procedures for collection of specimens

Ensure all information from blood collection of specimens is entered into system including time drawn, time received, and proper phlebotomy code

Collect chain of custody urine drug screens for pre-employment, post-accident, and just cause cases using proper collection procedures as set forth by NIDA

Picks up samples from nursing units as required

Skills CERTIFIED DIETARY MANAGER STUDENTS can perform:

To be determined by facility dietary director and course director



**STUDENT AFFILIATION AGREEMENT - ADDENDUM 2**The Following Patient Care Duties Cannot Be Provided By Students**Skills PRACTICAL NURSING STUDENTS cannot perform:**

- Initiation of blood or blood products
- Initiation of chemotherapy agents
- Initiation of plasma expanders
- Mixing IV solution
- IV pushes, except heparin flushes and saline flushes
- Assessment of a patient on charge of condition
- Assessment of a patient upon admission

**Skills PATIENT CARE TECHNICIAN STUDENTS cannot perform:**

- Initiation of blood or blood products
- Initiation of chemotherapy agents
- Initiation of plasma expanders
- Mixing IV solution
- IV pushes, except heparin flushes and saline flushes
- Assessment of a patient on charge of condition
- Assessment of a patient upon admission

**Skills SURGICAL TECHNICIAN STUDENTS cannot perform:**

- Administer or double check on medication or blood products
- Begin or discontinue IV fluids, blood products, chemotherapy, or experimental drugs, or therapies
- Accept order from physicians or other health care professional in person or by telephone
- Call a physician or physician's office to obtain an order
- Alter tissue by cutting, clamping, suturing, or applying electrocautery directly to tissue
- Function independently; must always function with personal supervision of CSTs, STs, and/or RNs

**Skills PHLEBOTOMY STUDENTS cannot perform:**

- Any and all skills not outlined in Addendum 1

**Skills CERTIFIED DIETARY MANAGER STUDENTS cannot perform:**

- To be determined by facility dietary director and course director

**STUDENT AFFILIATION AGREEMENT - ADDENDUM 3**

Other Legally Required Testing

None

**STUDENT AFFILIATION AGREEMENT – ADDENDUM 4****STUDENT CONSENT AND POLICIES**

Name of School: RIVEROAK Technical College

Name of Facility: Shands Starke Regional Medical Center

The Students are seeking Facility experience that is not granted to the general public. It is not a guarantee.

Students must comply with all Facility rules, policies and procedures, including the Substance Policy (below called the "Policy" or "Policies") to be in or remain in the Program.

Facility Policies prohibit Students (as well as applicants, employees and contractors) from using "Substances" including, but not limited to, illegal drugs and legal prescription drugs without a current, legal and valid prescription. Alcohol may not be used in a manner that will cause Student to be impaired while at the Facility. Students shall be tested for Substances as directed by the School or the Facility.

By choosing to access the Facility through the program, the Student *must* agree to follow the Facility's Policies.

*Any Student who chooses not to agree to follow the Policies has chosen not to be in the program.*

No Student shall be in the program who:

- Has not complied with the Facility's Policies or School's directives;
- Is unfit for duty; and/or
- Has not passed or failed substance test(s) in the 12 months preceding Student's placement at the Facility

The School shall:

- Provide the Facility with a copy of each Student's completed Consent Form or request Student to provide the completed Consent Form to the Facility;
- Conduct testing of Students through a licensed laboratory, if School is responsible for Substance testing; and
- Provide to the Facility copies of each Student's test result, for every test, if School is responsible for Substance testing.

Substance Testing may also be required by the Facility:

- When a Student is injured at the Facility;
- When a drug is not accounted for per Facility policy;
- For oversight of a Student who has previously completed a Substance rehabilitation program;
- For a Student who has been absent from the School or program for more than 30 days (except for regularly calendared school breaks); and
- When a Student appears to be unfit for duty.

**Student Consent, Disclosure and Release**

I choose to:

- Agree with and follow all Facility Policies, including the Substance Policy.

- Provide any specimen(s) and to authorize the School and Facility and any associated persons and/or entities to conduct tests for alcohol and drugs and to allow them to access and utilize specimen and test information.
- Release the School and the Facility and any associated persons and/or entities from any and all claims, causes of action, damages, or liabilities whatsoever arising out of or related to following Facility Policies and related processes.

<b>Student Choice to Consent or Not Consent</b>
---

I have read the above and I choose to (check one)

☐ **Consent**

or

☐ **Not consent (not to remain or otherwise be in the program)**

<b>Student and Witness Signatures</b>
---------------------------------------

Student:

Witness:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

<b>Additional Consent for Students under the Age of 18</b>
--

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

\_\_\_\_\_  
Parent and/or Guardian's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Student's Printed Name

\_\_\_\_\_  
Date

**STUDENT AFFILIATION AGREEMENT – ADDENDUM 5****STUDENT BACKGROUND CONSENT FORM**

Name of School: RIVEROAK Technical College

Name of Facility: Shands Starke Regional Medical Center

Facility Policy requires Students (as well as applicants, employees and contractors) to pass background checks *before* being allowed to access the Facility.

<b>The Background Check Policy</b>
------------------------------------

The Students are seeking Facility experience that is not granted to the general public.

By choosing to access the Facility through the program, the Student *must* agree to have a background check as described in the Student Affiliation Agreement and herein, as directed by the School or the Facility.

*Any Student who chooses not to agree to this Policy has chosen not to be in the program.*

No Student shall be in the program who:

- Has not completed all documentation, forms and consents required by the Facility;
- Has chosen not to comply with the Facility's or School's directives;
- Fails to meet dress code standards and ensures that their attire clearly identifies them as a Student, rather than an employee, agent, or medical staff of Facility;
- Is unfit for duty; and/or
- Has not passed a background test within the twelve (12) months preceding Student's provision of Patient Care Services.

Safety is not optional. School or Facility shall complete each of the following background checks *before* Students may provide Patient Care Services at Facility:

- Office of Inspector General ("OIG") List of Excluded Individuals/Entities

Facility shall not accept Students who have been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System, another approved software program, and certain internet sites.

- License or Certification

Facility shall not accept Students whose licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. However, if such sanctions resulted from use of a controlled substance and the Students have successfully completed a rehabilitation program, Facility may accept them so long as they undergo periodic substance abuse testing as determined by the Facility.

- Criminal Records Check

School or Facility shall conduct criminal records checks on Students at the federal, state, and local levels before Student may be allowed to train at the Facility and thereafter. The CEO of Facility will have the authority to make the final decision regarding the acceptance of any Student with a criminal record.

<b>Student Choice to Consent or Not Consent</b>
---

CW3385942

The information I have disclosed to the School and Facility is true, correct and complete. I understand that any misrepresentation, falsification, omission or deception of material facts may cause my application to be rejected or any program participation terminated.

I authorize the procurement or release of a consumer report or investigative consumer report about me. I understand such report(s) may include information such as my character, general reputation, personal characteristics or mode of living, criminal, credit, and professional licensure certification.

I authorize any entities or individuals with which I have been associated to supply the School and Facility and their agents with this background information and I release any entities or individuals from all liability whatsoever related to the information or its furnishing. My authorization and release includes my waiver of any Family Educational Rights and Privacy Act (FERPA) provisions that apply to me.

I also authorize the School and Facility and their agents to contact any government and/or private entities and persons to verify the validity of any documentation.

**I have read the above and I choose to (check one)**

☐ **Consent**

**or**

☐ **Not consent (not to remain or be in the program)**

<b>Student and Witness Signatures</b>
---------------------------------------

Student:

Witness:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

<b>Additional Consent for Students under the Age of 18</b>
--

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

\_\_\_\_\_  
Parent and/or Guardian's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Student's Printed Name

\_\_\_\_\_  
Date

**ADDENDUM 6****DISCLOSURE AND AUTHORIZATION**

I authorize the Facility, the School and any persons and entities associated with them, to conduct background investigations which will include the obtaining of Investigative Consumer Reports and Consumer Reports. Such investigations may include seeing information about me such as my employment(s), personal history, education, character, general reputation, criminal, licensure/certification, credit and driving histories.

I also authorize, without reservation, the obtaining of information from other persons and entities (such as other employers, companies, schools, government entities and credit agencies) for information about me, and for those persons or entities to release that information, without reservation or liability.

---

Print legal first, middle and last name

---

Social Security Number      DOB

---

Driver's License # & State Issued

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Health License/Certificate # & State Issued

**ADDENDUM 7****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 1 19.0701(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 119.070 1(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 1 19.10, Florida Statutes (2018).



**WATER TOWER LEASE AGREEMENT BETWEEN THE CITY OF LIVE OAK,  
FLORIDA AND THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA**

**THIS WATER TOWER LEASE AGREEMENT ("Agreement")**, is entered into by the **City of Live Oak, Florida**, a Florida municipal corporation, ("**Lessor**") and **The School Board of Suwannee County, Florida**, a Florida body corporate, ("**Lessee**").

**WHEREAS**, Lessor owns and controls that certain parcel of land, identified as Parcel 26-02S-13E-0787000.0000, by the Suwannee County Property Appraiser, and located on the corner of Walker Ave., SW, and Marymac Street, in Live Oak, Florida, improved with a water tower (hereinafter the "Property" or "Structure"), together with all rights and privileges arising in connection therewith, and more particularly described as:

15' x 30' tract located in a portion of land beginning at the NW corner of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 26, Township 2 South, Range 13 East, Live Oak, Florida.

**WHEREAS**, Lessee desires to lease a portion of the Structure from Lessor to install communications equipment, including antennas on the Structure, and to install an equipment shelter or cabinets on the ground, along with appurtenant improvements, the location of which shall be mutually agreed upon by both parties and made a part hereof; and

**WHEREAS**, in consideration thereof, Lessor is willing to lease to the Lessee a portion of the Structure, and real property whereon the Structure is situated, described above for the management and construction of an equipment shelter or cabinets and for the installation of Lessee's communications equipment and to allow Lessee joint use of the Structure for the installation, at Lessee's sole cost and expense, of Lessee's antennas as described in more detail in this Lease. Any equipment shelter, or cabinets, and that portion of the Structure on which Lessee shall install its antennas shall be for the use of Lessee. (Lessee's antennas and communications equipment are referred to collectively as "Lessee's Facilities" or "Communication Facility" and is attached hereto as Exhibit A); and

**WHEREAS**, Lessee acknowledges that Lessor will enter into collocation agreements for ground space with additional collocators, with each collocator given priority on the Structure at the Lessor's sole direction; and

**NOW THEREFORE**, the Lessor and Lessee, in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, agree as follows:

**1. LEASE OF PREMISES.**

A. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that portion of the Property upon the terms and conditions herein contained.

B. During the Term, Lessee shall also have the right to use the Property for providing necessary utility service such as electric to the Structure. All utilities are to be connected, installed and maintained at Lessee's sole cost and expense. Lessor hereby agrees to execute and deliver whatever reasonable documents may be necessary to the utility companies providing such service.

C. The Lessor grants to the Lessee the right to survey the Property and the survey, after review and approval by the City, shall become a part of this Lease. The costs for the preparation of the survey and the review by the City shall be borne by the Lessee.

**2. PERMITTED USE.**

A. Prior to the installation of communications equipment Lessee and Lessor will agree to a mutually acceptable location on the Property. The placement of the Lessee antennas is to be decided by both parties.

B. Lessee shall have the right to use the Property for the purpose of constructing, installing, and maintaining and operating a communications facility together with other uses involving the transmission and receiving of radio and microwave signals and uses incidental thereto together with antennas and all necessary connecting appurtenances, or, with the written consent of Lessor, for any other use as may be permitted by applicable law.

C. Lessee may place upon the Structure, at Lessee's sole cost and expense, its own wireless antenna system, all in accordance with applicable law. Lessee shall be solely responsible for obtaining all federal, state, county and municipal approvals, licenses, resolutions, variances, zoning permits, certificates, and such other permits (collectively the "Permits") as are necessary.

D. Lessee shall, at its own expense, maintain its equipment and the Property in a safe condition, in good order and repair. Any damage done to the Structure or the Property by any action of Lessee, or Lessee's contractors or any other of Lessee's employees or representatives shall be rectified by the Lessee at Lessee's sole cost.

E. Any modifications to Lessee's equipment installation and Communication Facility, which deviate from what is depicted and described in Exhibit A, must be approved in writing by Lessor and by an amendment to this Agreement. Lessor's approval will not be unreasonably withheld.

F. Lessor acknowledges that Lessee, at its option, may perform engineering surveys, structural analysis reports or any other testing which may be required in order for

Lessee to occupy the Property. Lessor's consultants shall be given the opportunity to review any structural engineering analysis undertaken by the Lessee. It is understood that Lessee's ability to use the Property is contingent upon its obtaining all permits and approvals that may be required by any federal, state, county or municipal authorities which will permit the Lessee use of the Property as set forth in this Lease. All costs of the project including all municipal review costs, including the Lessee's legal fees and its engineering fees, shall be borne by the Prime Lessee and co-locator(s). No formal zoning or planning application shall be required of Lessee. The Lessor will take no action which would adversely affect the status of the Property with respect to the proposed use by the Lessee.

**3. TERM.** This Lease shall be effective upon the earlier date of the date of full execution of this Agreement or the commencement of installation of equipment (the "Commencement Date" or "Effective Date"). The term of this Lease (the "Term") shall be for ten (10) years, with two (2) five (5) year renewal options ("Renewal Terms"). The Lease shall automatically renew for each Renewal Term unless, at least sixty (60) days prior to the termination of the then existing period, either party notifies the other party of its intention not to renew the Lease. The sixty (60) day notification of an intention not to renew is for each five (5) year renewal term. If Lessee remains in possession of the Property after the termination of this Agreement, then Lessee will be deemed to be occupying the Property on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

**4. RENT AND DEPOSIT.**

A. As consideration for Lessor's lease of the Property to Lessee, Lessee shall pay to Lessor annual rent of ten dollars and zero cents (\$10.00) payable in advance beginning on the Commencement Date. The Lease consideration shall be adjusted annually at the rate of two dollars and zero cents (\$2.00) per annum.

B. For any Holdover Term, the Rent shall increase each month of the Holdover Term by an amount equal to fifty percent (50%) of the current Rent.

C. Except as expressly set forth herein, as of the rent commencement and throughout the Term of this Agreement, Lessee shall pay to Lessor the Rent and other payments, if any are due hereunder, free of any charge, assessments, impositions, expenses, deduction or set off, and under no circumstances or conditions, whether now existing or hereafter arising, or whether within or beyond the present contemplation of the parties shall the Lessor be expected or required to make any payment of any kind whatsoever (unless to be reimbursed by Lessee) or be under any obligation or liability as to the Property except as otherwise specifically stated in this Agreement; and, Lessee agrees to pay all costs and expenses of every kind and nature whatsoever arising out of or in connection with the Property which arise or become due from the rent commencement and throughout the Term of this Agreement.

**5. APPROVALS.**

A. Lessor agrees that Lessee's ability to use the Property is contingent upon the suitability of the Property for the Permitted Use and Lessee's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Lessee for its use of the Property, including without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits ("Government Approvals"). Lessor authorizes Lessee to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Lessee with such applications and with obtaining and maintaining the Government Approvals. If Lessee makes any repairs, modifications, or additions to the Communication Facility or related equipment, Lessee shall be responsible for any additional Government Approvals necessitated by such repairs, modifications or additions including additional load calculations for the Structure. Lessee shall be solely liable for all costs and expenses related to any and all Government Approvals. In addition, Lessee shall have the right to initiate the ordering and scheduling of necessary utilities.

B. Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

**6. TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

A. By either party on thirty (30) days prior written notice if the other party remains in default under this Agreement after the applicable cure periods; or

B. By Lessee upon sixty (60) days written notice to Lessor, if Lessee is unable to obtain, or maintain, any required Government Approval necessary for the construction or operation of the Communication Facility as now or hereafter intended by Lessee; or if Lessee determines, in its reasonable discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable.

**7. INSURANCE.** During the Term, Lessee will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability ("CGL") insurance with respect to its activities on the Property, such insurance to afford protection of up to One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage, which is attached as Exhibit B. Lessee's CGL insurance shall contain a provision including Lessor as an additional insured on a primary and non-contributory basis. Such additional insured coverage: (a) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Lessee, its employees, agents or independent contractors; (b) shall not extend to claims for punitive or exemplary damages arising out of the acts or

omissions of Lessor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Lessor, its employees, agents or independent contractors; and (c) shall not exceed Lessee's indemnification obligation under this Agreement, if any. Lessee may self-insure any required coverage.

## **8. INTERFERENCE.**

A. Prior to or concurrent with the execution of this Agreement, Lessor has provided or will provide Lessee with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Lessee warrants that its use of the Property and the placement of its equipment will not now or in the future cause harmful interference (which is measurable in accordance with existing-industry standards at the time of interference) with the existing radio frequency uses on the Property, including communications equipment owned by Lessor, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Lessee agrees to install its Communication Facility including all related equipment at the Property of the type and frequency which will not cause harmful interference which is measurable in accordance with then-existing industry standards to any equipment of the Lessor or other Lessees of the Property or Structure which existed on the Property or Structure prior to the Effective Date of this Agreement. After the Effective Date of this Agreement, Lessee agrees not to make any repairs, modification or other changes to its Communication Facility including all related equipment at the Property of the type and frequency which will cause harmful interference which is measurable in accordance with then-existing industry standards to any equipment of the Lessor or other Lessees at the Property or on the Structure. In the event any of Lessee's equipment causes such interference, and after Lessor has notified Lessee in writing of such interference, Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference including at Lessee's option, powering down such equipment and later powering up such equipment for intermittent testing.

B. Except as authorized herein, Lessor will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if exercise of such grant will cause harmful interference (which is measurable in accordance with existing-industry standards) to the Communication Facility, or other equipment of Lessee under this Agreement. Lessor will take all commercially reasonable steps necessary to cause such interference to cease within twenty-four (24) hours after receipt of written notice of interference from Lessee.

C. Except as authorized herein, Lessor will not, nor will Lessor permit its employees, Lessees, licensees, invitees, agents or independent contractors to install or utilize any equipment which will cause harmful interference (which is measurable in accordance with existing industry standards) to the Communication Facility or other equipment of Lessee. Lessor will take all commercially reasonable steps necessary to cause such

interference to cease within twenty-four (24) hours after receipt of written notice of interference from Lessee.

D. For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility which is measurable in accordance with existing industry standards.

## **9. INDEMNIFICATION.**

A. Lessee agrees to indemnify, defend and hold Lessor, its elected officials, officers, employees, and representatives harmless from and against any and all third party claims, injuries, losses, damages, actions, causes of action or liability (or any claims in respect to the foregoing), costs or expenses (including reasonable attorneys' fees and court costs at all levels including appeals) to the extent arising directly from or related to the installation, use, maintenance, changes to, repair or removal of the Communication Facility by Lessee, its employees, agents or independent contractors or Lessee's breach of any provision of this Agreement, except to the extent attributable to the negligent act or omission or willful misconduct of Lessor, its elected officials, officers, employees, and representatives. Nothing in this Agreement shall be construed as a waiver of the Lessor's rights, privileges and sovereign immunities under Section 768.28, Florida Statutes, nor as consent to be sued by a third party.

B. Lessor agrees to be responsible for the negligent acts or omissions of its elected officials, officers or employees or independent contractors, except to the extent attributable to the negligent or intentional act or omission of Lessee, its employees, agents or independent contractors. Nothing in this Agreement shall be construed as a waiver of the Lessor's rights, privileges and sovereign immunities under Section 768.28, Florida Statutes, nor as consent to be sued by a third party.

C. The Lessor : (i) shall promptly provide the Lessee with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the Lessee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the Lessee; and (iii) shall fully cooperate with the Lessee in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the Lessee of its indemnity obligation, except (1) to the extent the Lessee can show it was prejudiced by the delay; and (2) the Lessee shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

D. Lessee shall require in any and all contracts with any and all contractors, subcontractors, suppliers, materialmen, design professionals or the like in privity with Lessee, for any and all work to be performed at or for the Property an indemnification provision substantially similar to the indemnification contained in Section 9(a) for the

indemnification of the Lessor from such contractors, subcontractors, suppliers, materialmen, design professionals or the like unless another indemnification provision is required by Florida law.

**10. WARRANTIES.**

A. Each of Lessee and Lessor (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

B. Lessor represents, warrants and agrees that: (i) Lessor solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the Structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Lessee's Permitted Use and enjoyment of the Property under this Agreement; (iii) as long as Lessee is not in default beyond all applicable notice, cure, and grace periods, then Lessor grants to Lessee actual, quiet and peaceful use, enjoyment and possession of the Property in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Lessor ; (iv) Lessor's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Lessor.

**11. ENVIRONMENTAL.**

A. Lessor represents (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Lessor and Lessee agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

B. Lessee shall not generate, store, produce, place, treat, release, or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the Property or any adjacent lands or waters in any manner not permitted by law. For the purposes of this Agreement, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the

EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of Lessee's failure to comply with this paragraph, Lessee shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the Property, and (2) all off-site ground and surface waters and lands affected by Lessee's such failure to comply, as may be necessary to bring the Property and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. Lessee's obligations set forth in this Section shall survive the termination or expiration of this Agreement. This paragraph shall not be construed as a limitation upon obligations or responsibilities of Lessee as set forth herein. Nothing herein shall relieve Lessee of any responsibility or liability prescribed by law for fines, penalties, and damages levied by governmental agencies, and the cost of cleaning up any contamination to the extent caused directly by Lessee's activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, Lessee shall report such violation to all applicable governmental agencies having jurisdiction, and to Lessor, all within the reporting periods of the applicable agencies.

C. To the extent allowed by law Lessee agrees to hold harmless and indemnify the Lessor from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the Lessee for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from or related to the Lessee's breach of its obligations or representations under this Section. To the extent allowed by law, Lessor agrees to hold harmless and indemnify Lessee from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Lessor for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Lessor during the Term. Nothing in this section shall be construed as a waiver of the Lessor's rights, privileges and sovereign immunities under Section 768.28, Florida Statutes, nor as consent to be sued by a third party. Lessee agrees to hold harmless and indemnify Lessor from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Lessee for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Lessee.



D. The indemnification provisions contained in this Section specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section will survive the expiration or termination of this Agreement.

E. In the event Lessee becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Lessee's reasonable determination, renders the condition of the Property unsuitable for Lessee's use and which is not related to or a result of Lessee's use of the Property, or if Lessee believes that the leasing or continued leasing of the Property would expose Lessee to undue risks of liability to a government agency or third party which liability is not related to or a result of Lessee's use of the Property, Lessee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon sixty (60) days' written notice to Lessor.

**12. ACCESS.** Except as otherwise noted herein, at all times throughout the Term of this Agreement, and at no additional charge to Lessee, Lessee and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Property, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Property. Lessor grants to Lessee an easement for such Access and Lessor agrees to provide to Lessee such codes, keys and other instruments necessary for such Access at no additional cost to Lessee. Upon Lessee's request, Lessor will execute a separate recordable easement evidencing this right. Notwithstanding the foregoing, all supervisory personnel of Lessee who will be accessing the Property must obtain a badge from the Lessor prior to accessing the Property and must display their badges at all times while on the Property. It is the Lessee's burden to timely seek such badges from the Lessor and Lessor shall not be responsible for any reasonable delay in providing the badges. If Lessee elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Lessor hereby grants Lessee, or any UAS operator acting on Lessee's behalf, express permission to fly over the applicable Property, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Lessor acknowledges that in the event Lessee cannot obtain Access to the Property, Lessee shall incur significant damage. If Lessor fails to provide the Access granted by this Section, such failure shall be a default under this Agreement.

**13. REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Lessee will be and remain Lessee's personal property and, at Lessee's option, shall be removed by Lessee at any time during the Term. Lessor covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Property by Lessee will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Lessor that all improvements of

every kind and nature constructed, erected or placed by Lessee on the Property will be and remain the property of Lessee and may be removed by Lessee at any time during the Term. However, should Lessee desire to leave any portion of equipment brought onto the Property in place at the end of the term of this Agreement Lessor shall take ownership of such equipment. Lessee will repair any damage to the Property resulting from Lessee's removal activities and shall restore the Property to its original condition, reasonable wear and tear excepted. Notwithstanding the foregoing, Lessee will not be responsible for the replacement of any trees, shrubs or other vegetation.

**14. DEFAULT AND RIGHT TO CURE.**

A. The following will be deemed a default by Lessee and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Lessor of such failure to pay; or (ii) Lessee's failure to perform any other term or condition under this Agreement within thirty (30) days after written notice from Lessor specifying the failure. No such failure, however, will be deemed to exist if Lessee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessee. If Lessee remains in default beyond any applicable cure period, then Lessor will have the right to cure Lessee's default and assess all costs of such cure to Lessee (or deduct such costs from Lessee's deposit required herein); and (iii) exercise any and all rights and remedies available to it under law and equity.

B. The following will be deemed a default by Lessor and a breach of this Agreement: (i) Lessor's failure to provide Access to the Property as required by any Section of this Agreement after written notice of such failure; (ii) Lessor's failure to cure an interference problem as required by any Section of this Agreement after written notice of such failure; or (iii) Lessor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Lessee specifying the failure. No such failure, however, will be deemed to exist if Lessor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessor. If Lessor remains in default beyond any applicable cure period, Lessee will have: (i) the right to cure Lessor's default and to deduct the costs of such cure from any monies due to Lessor from Lessee, and (ii) any and all other rights available to it under law and equity.

**15. ASSIGNMENT/SUBLEASE.**

A. Lessor may assign this Lease Agreement upon written notice to Lessee and said assignee will be responsible to Lessee for the performance of all the terms and conditions of this Lease.

B. Lessee agrees that it may not assign or sublet its rights, benefits, duties and obligations under this Lease Agreement without written consent of Lessor, which

consent shall not be unreasonably withheld. In addition, the Lessee, prior to any proposed assignment or sublet of the lease, shall pay the Lessor two thousand dollars and 00/100 (\$2,000.00) to cover the Lessor's costs with respect to review and also the approvals to be granted on the assignment. If such assignment is consented to and made, Lessee shall be relieved of all future liabilities hereunder and Lessor shall look solely to such assignee for the performance of this Lease Agreement after assignment.

**16. NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Lessee:

The School Board of Suwannee County, Florida  
Attn: Chairperson and Superintendent  
1729 Walker Ave., SW, Ste. 200  
Live Oak, Florida 32064

With a copy to the School Board Attorney:  
The School Board of Suwannee County, Florida  
Attn: School Board Attorney  
101 North Monroe Street, Suite 120  
Tallahassee, Florida 32301

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Lessor:

City of Live Oak, Florida  
Attn: City Manager  
101 White Ave., SE  
Live Oak, Florida 32064

With a copy to the City Attorney:  
City of Live Oak, Florida  
Attn: City Attorney  
855 SW Baya Dr.  
Lake City, FL 32025

The copy sent to the City Attorney is an administrative step which alone does not constitute legal notice.

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

**17. CASUALTY.** Lessor will provide notice to Lessee of any casualty or other harm affecting the Property within seventy-two (72) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Property unsuitable, in Lessee's reasonable determination, then Lessee may terminate this Agreement by providing written notice to Lessor, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Lessee will be entitled to collect all insurance proceeds payable to Lessee on account thereof and to be reimbursed for any prepaid Rent on a pro rata basis. Upon approval by Lessor of the proposed temporary facilities, which approval shall not be unreasonably withheld, conditioned, or delayed, Lessee may place temporary transmission and reception facilities on the Property, but only until such time as Lessee is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Lessor or Lessee undertakes to rebuild or restore the Property or the Communication Facility, as applicable, Lessor may, upon Lessor's approval of the proposed temporary facility, which approval shall not be unreasonably withheld, conditioned, or delayed, permit Lessee to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Property or the Communication Facility is completed. If Lessor determines not to rebuild or restore the Property, Lessor will notify Lessee of such determination within thirty (30) days after the casualty or other harm. If Lessor does not so notify Lessee and Lessee decides not to terminate under this Section, then Lessor will promptly rebuild or restore any portion of the Property interfering with or required for Lessee's Permitted Use of the Property to substantially the same condition as existed before the casualty or other harm. Lessor agrees that the Rent shall be abated until the Property is rebuilt or restored, unless Lessee places temporary transmission and reception facilities on the Property.

**18. WAIVER OF LESSOR'S LIENS.** Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Lessor consents to Lessee's right to remove all or any portion of the Communication Facility from time to time in Lessee's sole discretion and without Lessor's consent. The foregoing shall not apply to any portion(s) of the Communication Facility which Lessee abandons as set forth in this Agreement.

**19. SALE OF PROPERTY.** Lessor may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Lessor's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Lessee or any sub-lessee, any obligation of Lessor under this Agreement.

**20. SURRENDER AND HOLDOVER.** Lessee shall surrender the Property to Lessor in accordance with this Agreement. Unless Lessor shall have consented in writing to Lessee's holding over, which consent shall not be unreasonably withheld,

conditioned, or delayed, Lessee, shall, in addition to paying the increase Rent, be subject to all of the other terms, conditions, covenants, provisions and obligations of this Agreement, and no extension or renewal of this Lease shall be deemed to have occurred by such holding over. Lessee's obligations to observe or perform this covenant shall survive the expiration or other termination of this Agreement. No holding over by Lessee or payments of money by Lessee to Lessor after the expiration of the Term shall be construed to extend the Term or prevent Lessor from immediate recovery of possession of the Property unless the Lessor consented to the Lessee's holding over in writing, which consent shall not be unreasonably withheld, conditioned, or delayed.

**21. MISCELLANEOUS.**

A. **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Lessor and Lessee. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

B. **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum substantially in the form attached as Exhibit C. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

C. **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Lessee and Lessor each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

D. **Compliance with Law.** Lessee agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Lessee's use of the Communication Facility on the Property. Lessor agrees to comply with all Laws relating to Lessor's ownership and use of the Property and any improvements on the Property.

E. **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

F. **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and

expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

**G. Governing Law and Venue.** This Agreement will be governed by the laws of the state of Florida, without regard to conflicts of law. Venue for any action to construe or arising out of or relating to this Agreement shall be in Suwannee County, Florida.

**H. Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

**I. Affiliates.** All references to "Lessee" shall be deemed to include any Affiliate of Lessee using the Property for any Permitted Use or otherwise exercising the rights of Lessee pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

**J. Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

**K. Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Property based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Lessor and Lessee. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and

shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

**L. WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

**M. RADON GAS.** IN ACCORDANCE WITH FLORIDA LAW, THE FOLLOWING STATEMENT IS HEREBY MADE: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

**N. Third Party Beneficiary.** Nothing contained in this Agreement shall be construed so as to confer upon any other party the rights of a third party beneficiary.

**O. Relationship of Parties.** It is understood and agreed that Lessor shall, in no event, be construed or held to be a joint venturer, partner, agent, representative, associate or other relationship of the Lessee for any purpose expressly or by implication in the conduct of Lessee's business, nor shall Lessor be liable for any debts incurred by Lessee in the conduct of Lessee's business; and, it is understood and agreed that the relationship is and at all times shall remain that as that of Lessor and Lessee. Accordingly, nothing herein shall be deemed to confer any rights of sovereign immunity to Lessee or its officers, directors, employees, agents, contractors, and representatives, and as such, all rights and interests of sovereign immunity shall be strictly limited to the Lessor under the laws and constitution of the State of Florida. Lessee shall not claim for itself, and it shall ensure that its officers, directors, employees, agents, contractors, and representatives do not assert as a defense or claim any rights of sovereign immunity in any legal or other proceeding.

**P. Further Acts.** Upon request, Lessor will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Lessee may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

**[SIGNATURES APPEAR ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be effective as of the last date written below.

**CITY OF LIVE OAK, FLORIDA**

By: \_\_\_\_\_  
Frank Davis, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

By: \_\_\_\_\_  
John Gill, City Clerk

By: \_\_\_\_\_  
Fred Koberlein, Jr., City Attorney

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2019 by Frank Davis, Mayor, and John Gill, City Clerk, both individuals being of the City of Live Oak, Florida, a Florida municipal corporation, who are both personally known to me.

\_\_\_\_\_  
NOTARY PUBLIC

**THE SCHOOL BOARD OF SUWANNEE COUNTY,  
FLORIDA**

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

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

By: \_\_\_\_\_  
Ed DaSilva, Chairperson

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

By: \_\_\_\_\_  
Ted L. Roush, Superintendent



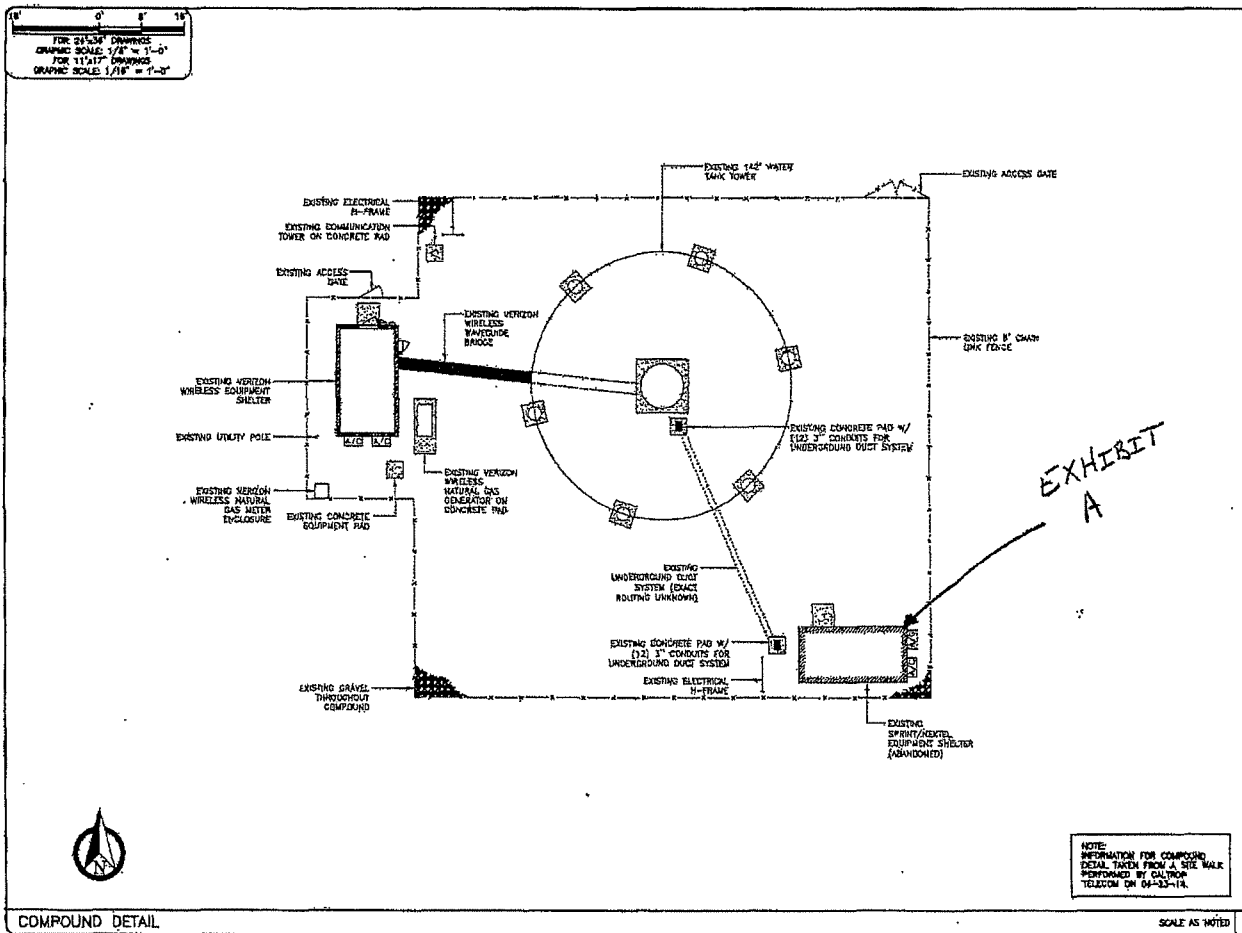
**EXHIBIT A**

**SITE PLAN AND EQUIPMENT LIST**

Equipment List:

- Equipment Shelter to house transmission cables & equipment to be located upon concrete pad located as shown on the site drawing. Shelter size shall be approx. 12' x 20' + 3' x 3' PPG cabinet.
- Nine (9) Panel-type Antennas, each 96.5" X 11.6" X 6.3".
- Coaxial cable that connects the cabinet to the antennas.
- Electrical power panel and cable.
- Telephone panel and cable.

Site Plan: (See next page.)



**EXHIBIT B**  
**INSURANCE**

**EXHIBIT C**

**MEMORANDUM OF LAND LEASE**

**THIS MEMORANDUM OF LEASE** is entered into by the City of Live Oak, Florida, a Florida municipal corporation, ("Lessor") and The School Board of Suwannee County, Florida, a Florida body corporate, ("Lessee").

**W I T N E S S E T H:**

WHEREAS, the Lessor and the Lessee have entered into a Land Lease Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2019, (the "Lease"), pursuant to which the Lessor leases to the Lessee that certain structure and real property herein described; and

WHEREAS, the Lessor and the Lessee desire to record certain basic terms of the Lease in the public records of Suwannee County, Florida;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties do hereby confirm and set forth the following terms of the Lease, it being acknowledged by the parties that the Lease contains additional terms not set forth below and that the enforceability of such additional terms shall not be affected by their omission from this Memorandum of Land Lease:

1. The Lessor has leased to the Lessee pursuant to the Lease the portion of a structure and the real property described with all rights, privileges and easements appurtenant thereto (collectively, the "Premises"), to wit a:

15' x 30' tract located in a portion of land beginning at the NW corner of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 26, Township 2 South, Range 13 East, Live Oak, Florida. Also identified as Parcel 26-02S-13E-0787000.0000, by the Suwannee County Property Appraiser.

2. Unless sooner terminated as provided in the Lease, the initial term of the Lease is for ten (10) years, with two (2) five (5) year renewal options ("Renewal Terms") effective upon the earlier date of the date of full execution of the Lease or the commencement of installation of equipment (the "Commencement Date" or "Effective Date").

3. The Lease allows the Lessee to construct or place communications facilities upon the premises, however the Lessor's underlying fee interest shall not be subject to any liens related to such improvements.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Land Lease this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF LIVE OAK, FLORIDA**

By: \_\_\_\_\_  
Frank Davis, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

By: \_\_\_\_\_  
John Gill, City Clerk

By: \_\_\_\_\_  
Fred Koberlein, Jr., City Attorney

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2019 by Frank Davis, Mayor, and John Gill, City Clerk, both individuals being of the City of Live Oak, Florida, a Florida municipal corporation, who are both personally known to me.

\_\_\_\_\_  
NOTARY PUBLIC

**THE SCHOOL BOARD OF SUWANNEE  
COUNTY, FLORIDA**

"Approved as to Form and Sufficiency

BY \_\_\_\_\_  
Leonard J. Dietzen, III

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

By: \_\_\_\_\_  
Ed DaSilva, Chairperson

By: \_\_\_\_\_  
Ted L. Roush, Superintendent

Suwannee County School District  
2019–2020 Uniform Statewide Assessment Calendar

09/06/2019

According to Section 1008.22(7)(c), Florida Statutes (F.S.), and State Board of Education Rule 6A-1.094224, Florida Administrative Code (F.A.C), each school district must complete this uniform calendar with district-required assessment information, publish the calendar to the district website, and provide it to the Department by October 1 of each school year, beginning in 2016–17. Districts must provide completed calendars to schools and include the calendar in their parent guides. In addition, each school must publish the completed calendar on its website.

The statewide assessment information in sections 3 and 4 should not be altered; however, districts may otherwise modify and populate this template to accurately indicate their assessment schedules for the school year.

## 1. Glossary of Assessment Terms

The following glossary includes definitions of assessment terms and explanations of acronyms used throughout this template. Districts may add rows as needed for additional glossary terms that are specific to district-required assessments. Do not modify any other information in this section.

Acronym/Term	Definition
ACCESS for ELLs	Assessing Comprehension and Communication in English State-to-State (ACCESS) for English Language Learners (ELLs)
Accommodation	Per Rule 6A-1.0943, F.A.C., "Accommodations are defined as adjustments to the presentation of the statewide standardized assessment questions, methods of recording examinee responses to the questions, scheduling for the administration of a statewide standardized assessment to include amount of time for administration, settings for administration of a statewide standardized assessment, and the use of assistive technology or devices to facilitate the student's participation in a statewide standardized assessment."
CBT	Computer-Based Test
Diagnostic	Assessments that measure students' understanding of a subject area or skills base, which allow teachers and educators to evaluate student learning, focusing on strengths and areas of need
District Window	The selected dates within the statewide window during which a district will administer a given assessment
District-Required Assessments	Assessments required by the school district for students in a specific grade or course
ELA	English Language Arts
EOC	End-of-Course
Evaluative	Assessments that measure student proficiency at selected intervals in order to compare change over time and to compare state-level results
FAIR	Florida Assessments for Instruction in Reading
FLKRS	Florida Kindergarten Readiness Screener
Formative	Formative assessments are the formal and informal ways that teachers and students gather and respond to evidence of student learning. Formative assessments are part of teaching in the classroom. Formative assessments will not result in a score that will appear on a student's report card, but they serve the greater purpose of informing both students and teachers on what changes need to happen in classroom instruction to better serve the needs of individual students.
FSA	Florida Standards Assessments
FSAA	Florida Standards Alternate Assessment
Interim	Interim assessments are administered on a smaller scale (i.e., school or district) with results that can be used at the classroom level or aggregated at the school- or district-level. Depending on the design, interim assessments can be used to predict a student's ability to succeed on a summative assessment, to evaluate a program, or to diagnose student learning gaps.

Suwannee County School District  
2019–2020 Uniform Statewide Assessment Calendar

09/06/2019

Acronym/Term	Definition
NAEP	National Assessment of Educational Progress
NGSSS	Next Generation Sunshine State Standards
PBT	Paper-Based Test
Progress Monitoring	Process used to determine whether a student's academic performance is improving, at what rate it is improving, and how effective instruction has been
PSAT/NMSQT	Preliminary SAT/National Merit Scholarship Qualifying Test
Summative	Assessments that evaluate student mastery of Florida's academic standards at or near the conclusion of the course of instruction
Statewide, Standardized Assessments	All assessments required by s. 1008.22, F.S.
Statewide Window	The range of dates during which districts and/or schools may choose to administer a given assessment
Testing Time	The amount of time individual students are each given to respond to test items on each test
VAM	A Value-Added Model (VAM) is used by some school districts as part of their educator evaluation system. It is also used in the approval process for teacher preparation programs, as part of the criteria for teachers to qualify for a financial award under the Florida Best and Brightest Teacher Scholarship program and as part of the criteria to extend an educator's temporary teaching certificate.
VPK	Florida's Voluntary Prekindergarten Education Program

## 2. Test, Type, and Purpose/Use

Add rows as needed to define district-required tests, test type, and their purpose/use in your district. If additional types are added, define applicable types in the glossary. Do not modify any other information in this section.

Test	Type	Purpose/Required Use	Statutory Authority/Required Use Citation
ACCESS for ELLs 2.0	Diagnostic	Measure English language acquisition of ELLs	s. 1003.56, F.S.
Alternate ACCESS for ELLs	Diagnostic	Measure English language acquisition of ELLs with significant cognitive disabilities	Rule 6A-6.0902, F.A.C. Rule 6A-6.09021, F.A.C. Rule 6A-6.0903, F.A.C.
FAIR	Diagnostic/Progress Monitoring	Provides general estimates of students' reading ability/monitors students' progress toward meeting grade-level skills in reading	s. 1008.25(4), F.S.
FLKRS	Diagnostic/Progress Monitoring	Determine readiness for kindergarten; used to calculate VPK Provider Kindergarten Readiness Rates	s. 1002.69, F.S. Rule 6M-8.601, F.A.C.
FSA	Summative	Purpose: Measure student achievement of Florida's academic standards (Florida Standards, Next Generation Sunshine State Standards)  Required uses: third grade retention; high school standard diploma; EOC assessments as 30% of course grade; school grades; school improvement rating; district grades; differentiated	s. 1002.38, F.S. s. 1003.4156, F.S. s. 1003.4282, F.S. s. 1004.04, F.S.
FSAA	Summative		
NGSSS EOC	Summative		
Statewide Science Assessment	Summative		

Suwannee County School District  
2019–2020 Uniform Statewide Assessment Calendar

09/06/2019

Test	Type	Purpose/Required Use	Statutory Authority/Required Use Citation
		accountability; VAM; scholar designation; Credit Acceleration Program; school improvement plans; school, district, state, and federal reporting	s. 1004.85, F.S. s. 1008.22, F.S. s. 1008.25, F.S. s. 1008.33, F.S. s. 1008.34, F.S. s. 1008.341, F.S. s. 1012.34, F.S. s. 1012.56, F.S. s. 1012.731, F.S. Rule 6A-1.09422, F.A.C. Rule 6A-1.094221, F.A.C. Rule 6A-1.094222, F.A.C. Rule 6A-1.0943, F.A.C. Rule 6A-1.09432, F.A.C. Rule 6A-1.09981, F.A.C. Rule 6A-1.099811, F.A.C. Rule 6A-1.099822, F.A.C. Rule 6A-5.0411, F.A.C.
NAEP	Evaluative	Measure student performance for comparison among state and national populations over time	s. 1008.22, F.S.
PreACT	Summative	Inform course placement	s. 1007.35, F.S.
PSAT/NMSQT	Summative	Inform course placement	s. 1007.35, F.S.

### 3. Required Statewide Assessments

The following assessments are required for students as indicated in the Students to Be Tested column.

Populate the **District Window** column for each assessment in the table below. Do not modify any other information in this section. When calculating total test time in Section 6, do not include times for assessments indicated by grey rows, which indicate duplicate assessment windows (e.g., EOCs), assessments that take the place of another assessment, or assessments that do not have a specified testing time.

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FLKRS	Kindergarten	July 8–October 11, 2019	<b>August 12–September 11, 2019</b>	CBT <sup>1</sup>	15–20 minutes	Immediately following test completion



Suwannee County School District  
2019–2020 Uniform Statewide Assessment Calendar

09/06/2019

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FSA—Datafolio <sup>4</sup>	Grades 3–10 ELA (Reading & Writing); Grades 3–8 Mathematics; Grades 5 & 8 Science; and Algebra 1, Biology 1, Civics, Geometry, & U.S. History EOCs	Collection Period 1: September–October 2019	N/A	PBT	Varies/Untimed	June 2020
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	September 9–27, 2019	<b>September 9-27, 2019</b>	CBT <sup>1</sup>	180 minutes <sup>2</sup>	October 2019
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	September 9–27, 2019	<b>September 9-27, 2019</b>	CBT <sup>1</sup>	160 minutes <sup>3</sup>	October 2019
FSA—Datafolio <sup>4</sup>	Grades 3–10 ELA (Reading & Writing); Grades 3–8 Mathematics; Grades 5 & 8 Science; and Algebra 1, Biology 1, Civics, Geometry, & U.S. History EOCs	Collection Period 2: November–December 2019	N/A	PBT	Varies/Untimed	June 2020
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	December 2–20, 2019	<b>December 2-20, 2010</b>	CBT <sup>1</sup>	180 minutes <sup>2</sup>	January 2020
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	December 2–20, 2019	<b>December 2–20, 2019</b>	CBT <sup>1</sup>	160 minutes <sup>3</sup>	January 2020
FSA—Datafolio <sup>4</sup>	Grades 3–10 ELA (Reading & Writing); Grades 3–8 Mathematics; Grades 5 & 8 Science; and Algebra 1, Biology 1, Civics, Geometry, & U.S. History EOCs	Collection Period 3: March–April 2020	N/A	PBT	Varies/Untimed	June 2020



Suwannee County School District  
2019–2020 Uniform Statewide Assessment Calendar

09/06/2019

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FSA—Performance Task <sup>5</sup>	Grades 3–8 ELA & Mathematics; Grades 4–8 Writing; Grades 5 & 8 Science; and Civics EOC	March 2–April 17, 2020	<b>March 2–April 17, 2020</b>	PBT	Varies/Untimed	June 2020
FSA—Performance Task <sup>5</sup>	Grades 9 & 10 ELA; Grades 9 & 10 Writing; and Algebra 1, Biology 1, Geometry, and U.S. History EOCs	March 16–May 1, 2020	<b>March 16–May 1, 2020</b>	PBT	Varies/Untimed	June 2020
FSA ELA – Reading	Grade 3	April 1–14, 2020	<b>April 1–15, 2020</b>	PBT	160 minutes	May 2020
FSA ELA – Writing	Grades 4–6	April 1–14, 2020	<b>April 1–15, 2020</b>	PBT	120 minutes	June 2020
FSA ELA – Writing	Grades 7–10	April 1–14, 2020	<b>April 1–15, 2020</b>	CBT <sup>1</sup>	120 minutes	June 2020
FSA ELA – Reading	Grades 7–10	May 1–29, 2020	<b>May 1–29, 2020</b>	CBT <sup>1</sup>	Grades 7–8 Reading: 170 minutes Grades 9–10 Reading: 180 minutes	June 2020
FSA Mathematics	Grades 7 and 8	May 1–29, 2020	<b>May 1–29, 2020</b>	CBT <sup>1</sup>	180 minutes	June 2020
FSA ELA – Reading	Grades 4–6	May 4–15, 2020	<b>May 4–15, 2020</b>	PBT	Grades 4–5 Reading: 160 minutes Grade 6 Reading: 170 minutes	June 2020
FSA Mathematics	Grades 3–6	May 4–15, 2020	<b>May 4–15, 2020</b>	PBT	Grades 3–5 Mathematics: 160 minutes Grade 6 Mathematics: 180 minutes	June 2020
NGSSS Statewide Science Assessment	Grades 5 and 8	May 4–15, 2020	<b>May 4–15, 2020</b>	PBT	160 minutes	June 2020
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	May 1–29, 2020	<b>May 1–29, 2020</b>	CBT <sup>1</sup>	180 minutes <sup>2</sup>	June 2020

Suwannee County School District  
2019–2020 Uniform Statewide Assessment Calendar

09/06/2019

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	May 1–29, 2020	<b>May 1–29, 2020</b>	CBT <sup>1</sup>	160 minutes <sup>3</sup>	June 2020
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	July 13–24, 2020	<b>July 13–24, 2020</b>	CBT <sup>1</sup>	180 minutes <sup>2</sup>	August 2020
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	July 13–24, 2020	<b>July 13–24, 2020</b>	CBT <sup>1</sup>	160 minutes <sup>3</sup>	August 2020

<sup>1</sup> Paper-based accommodations (e.g., regular print, large print, braille, one-item-per-page) for computer-based tests are available to eligible students if indicated as an accommodation on an IEP or Section 504 plan.

<sup>2</sup> Any student taking an FSA EOC assessment who has not completed a session by the end of the allotted time may continue working up to half the length of a typical school day.

<sup>3</sup> Any student taking an NGSSS EOC assessment who has not completed the session by the end of the allotted time may continue working; however, testing must be completed within the same school day.

<sup>4</sup> The FSAA—Datafolio is designed for students with significant cognitive disabilities for whom participation in the general statewide assessment or the FSAA—Performance Task is inappropriate, even with accommodations.

<sup>5</sup> The FSAA—Performance Task is designed for students with significant cognitive disabilities for whom participation in the general statewide assessment is inappropriate, even with accommodations.

#### 4. Statewide Assessments for SELECT Students

The following assessments are only intended for selected students/students in certain sub-groups. Populate the **District Window** column for the assessments in the table below. If an assessment is not being administered in your district, indicate “N/A” in the District Window column. Do not modify any other information in this section.

Because the tests included in this section are not administered to all students or, in some cases, are optional for students, the testing time for these tests should not be included in the total testing time calculated in Section 6.

Assessment	Applicable Students <sup>4</sup>	Statewide Window	District Window	Mode	Testing Time	Results Expected
FAIR	Grades 3–12	Assessment Period (AP) 1: August 1–November 1, 2019	<b>N/A</b>	CBT <sup>1</sup>	45 minutes	1 week after
PreACT	Grade 10	September–December 2019	<b>N/A</b>	PBT	150 minutes	Approximately 2 weeks after testing
ELA Grade 10 Retake – Writing		September 9–20, 2019	<b>September 9–20, 2019</b>	CBT <sup>1</sup>	120 minutes <sup>2</sup>	December 2019
ELA Grade 10 Retake – Reading		September 9–27, 2019	<b>September 9–20, 2019</b>	CBT <sup>1</sup>	180 minutes <sup>2</sup>	December 2019
PSAT/NMSQT	Grade 10	October 16, 2019	<b>October 16, 2019</b>	PBT	165 minutes	January 2020



Suwannee County School District  
2019–2020 Uniform Statewide Assessment Calendar

09/06/2019

Assessment	Applicable Students <sup>4</sup>	Statewide Window	District Window	Mode	Testing Time	Results Expected
FAIR	Grades 3–12	AP 2: November 4, 2019– February 14, 2020	N/A	CBT <sup>1</sup>	45 minutes	1 week after
FSA ELA Writing Field Test	Grades 4, 5-SIS	November 18– December 20, 2019; January 6–31, 2020	<b>December 17, 18</b>	PBT	120 minutes	Results Not Reported
FSA ELA Writing Field Test	Grade 7- SMS	November 18– December 20, 2019; January 6–31, 2020	<b>December 16</b>	CBT	120 minutes	Results Not Reported
ACCESS for ELLs 2.0	Grades K–12 currently classified as ELL with “LY” code	January 27–March 20, 2020	<b>January 27–March 20, 2020</b>	PBT	Kindergarten: 45 minutes Grades 1–12: 105– 245 minutes (varies by grade-level/tier)	June 2020
Alternate ACCESS for ELLs	Grades 1–12 with significant cognitive disabilities and currently classified as ELL with “LY” code	January 27–March 20, 2020	<b>January 27–March 20, 2020</b>	PBT	80 minutes	June 2020
NAEP	Pilot Assessments: Grades 4, 8, and 12	January–March 2020	N/A	CBT	90–120 minutes	Results not reported for pilot assessments
FAIR	Grades 3–12	AP 3: February 17–June 12, 2020	N/A	CBT <sup>1</sup>	45 minutes	1 week after
ELA Grade 10 Retake – Writing		February 24–March 13, 2020	<b>February 24–March 13, 2020</b>	CBT <sup>1</sup>	120 minutes <sup>2</sup>	May 2020
ELA Grade 10 Retake – Reading		February 24–March 13, 2020	<b>February 24–March 13, 2020</b>	CBT <sup>1</sup>	180 minutes <sup>2</sup>	May 2020
FSA Algebra 1 Retake EOC <sup>5</sup>		February 24–March 13, 2020	<b>February 24–March 13, 2020</b>	CBT <sup>1</sup>	180 minutes <sup>2</sup>	May 2020

<sup>1</sup> Paper-based accommodations (e.g., regular print, large print, braille, one-item-per-page) for computer-based tests are available to eligible students if indicated as an accommodation on an IEP or Section 504 plan.

<sup>2</sup> Any student taking an FSA ELA Retake or EOC assessment who has not completed a session by the end of the allotted time may continue working up to half the length of a typical school day.

<sup>3</sup> Any student taking an NGSSS EOC assessment who has not completed the session by the end of the allotted time may continue working; however, testing must be completed within the same school day.

<sup>4</sup> If indicated, “applicable students” relates to the sub-group(s) of students who *may* take that assessment; it does not indicate that all students throughout the state in that sub-group will take that assessment. Assessments for which no applicable student group is listed are available to students as needed but are not limited to any specific sub-group.

<sup>5</sup> The FSA Algebra 1 EOC Assessment is only offered as a separate Retake assessment during the Spring administration; students retaking the FSA Algebra 1 EOC in Fall, Winter, or Summer participate in the regular EOC administration.

Suwannee County School District  
2019–2020 Uniform Statewide Assessment Calendar

09/06/2019

### 5. District-Required Assessment Information

Complete the table below with assessments that are required for all schools in your district.

Assessment	Students to Be Tested	District Window	Mode	Testing Time	Results Expected
I-Ready ELA and Math Diagnostic	Kindergarten, Grade 1, Grade 2, Grade 3	August 13-September 6, December 2-January 10, April 13-May 22	CBT	120 minutes each; total 360 minutes	Immediate Results
I-Ready ELA and Math Diagnostic	Grades 4-8 (ELA) Grades 4-7 (MA)	August 13-September 6, December 2-January 10, March 17-April 3	CBT	120 minutes each; total 360 minutes	Immediate Results
Write Score	Kindergarten, Grade 1, Grade 2, Grade 3	November 18-22, March 2-6	PBT	60 minutes each; total 120 minutes	2-4 weeks
Write Score	Grades 4-6	September 9-13, November 18-22, February 3-7	PBT	120 minutes each; total 360 minutes	2-4 weeks
Write Score	Grades 7-10	September 9-13, November 18-22, February 3-7	CBT	120 minutes each; total 360 minutes	2-4 weeks
Science Diagnostic	Grade 5, Grade 8	August 19-September 6, January 13-31	CBT	50 minutes each; total 100 minutes	Immediate Results
STAR Reading (ELA)	Grades 9-10	August 12-September 6, January 7-31	CBT	20 minutes each; total 40 minutes	Immediate Results
STAR Math	Students enrolled in Algebra One (grade 8) and Geometry (grade 9)	August 12-September 6, January 7-31	CBT	20 minutes each; total 40 minutes	Immediate Results



Suwannee County School District  
2019–2020 Uniform Statewide Assessment Calendar

09/06/2019

Assessment	Students to Be Tested	District Window	Mode	Testing Time	Results Expected
USH Diagnostic	Students enrolled in USH (grade 11)	August 19-September 6, January 13-31	CBT	50 minutes each; total 100 minutes	Immediate Results
Biology Diagnostic	Students enrolled in Biology (grade 10)	August 19-September 6, January 13-31	CBT	50 minutes each; total 100 minutes	Immediate Results
Civics Diagnostic	Grade 7	August 19- September 6, January 13-31	CBT	50 minutes each; total 100 minutes	Immediate Results
PSAT 8/9	Grade 8, Grade 9	October 16	Paper	165 minutes	January 2020

## 6. Estimates of Total Testing Time by Grade Level

Estimates of average time for administering state-required and district-required assessments (listed in Sections 3 and 5 above) by grade level. Subject-based assessments should be included with the grade level to which they are most likely to be administered (e.g., Biology 1 with grade 9).

Grade Level	Statewide Assessments	District Assessments	Approximate Total Testing Time (In Minutes)
K	15–20	480	500
1	0	480	480
2	0	480	480
3	320	480	800
4	440	720	1160
5	600	820	1420
6	470	720	1190
7	630	820	1450
8	630	845	1475
9	640	605	1245
10	480	540	1020
11	160	100	260
12	0	0	0

