

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
February 26, 2019

AGENDA

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag by Branford Elementary School

Special Recognition by the Superintendent:

Branford High School

- Evan Procko – Competed and represented the District at *Art in the Capitol* in Tallahassee
- Wyatt Eakins – Selected as a National Semifinalist in the Coca Cola Scholars Program/National Competition

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. 7-20)

January 8, 2019	- Workshop Session
	- Special Meeting
January 22, 2019	- Regular Meeting

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

General Checking Account

General Fund 1000	\$	538,333.92
LCIF Fund 3200		124,191.13
Spec Act Revenue Bond		13,000.00
Food Service Fund 4100		134,003.18
Federal Fund 4200		<u>145,964.32</u>
	\$	955,492.55

Payroll Checking Account

General Fund 1000	\$ 3,091,248.21
Food Service Fund 4100	135,744.45
Federal Fund 4200	<u>325,775.95</u>
	3,552,768.61

Total	\$	4,508,261.16
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4. The Superintendent recommends approval of the following budget amendments for fiscal year 2018-2019:

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>
I-7	III-7	IV-7 (Federal)
		IV-6 (Food Service)

5. The Superintendent recommends approval of the following contract/agreement for the 2018-2019 school year: (RENEWAL) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2019-86 Contract between School District of Suwannee County, Florida, and Florida Sheriffs Youth Ranches, Inc. Boys Ranch Contract *(Revised/Renewal)* (pgs. 21-40)

6. The Superintendent recommends approval of an out-of-state trip for Branford High School Brain Bowl students, and parent chaperones, to attend the 2019 NAQT Small School National Championship Tournament (SSNCT) in Rosemont, Illinois, May 3-6, 2019. *(Funded by Branford High School.)*
7. The Superintendent recommends approval of an out-of-state trip for Branford High School Beta Club students, and parent chaperones, to attend the National Beta Competition in Oklahoma City, Oklahoma, June 18-22, 2019. *(Funded by Branford High School and Beta Club internal account.)*
8. The following for informational purposes of out-of-state travel for the employees listed below:

	<u>Name</u>	<u>Site</u>	<u>Date</u>	<u>Reason</u>	<u>Destination</u>
(*)	Karen Koon	BHS	05/03-06/2019	2019 NAQT Small School Natl. Championship Tournament (Brain Bowl)	Rosemont, IL
(*)	Lindsey Ramsey	BHS	05/03-06/2019	2019 NAQT Small School Natl. Championship Tournament (Brain Bowl)	Rosemont, IL
(**)	Dawn Eakins	BHS	06/18-22/2019	National Beta Competition	Oklahoma City, OK
(**)	Lindsey Ramsey	BHS	06/18-22/2019	National Beta Competition	Oklahoma City, OK
(***)	Mary Keen	RTC	09/09-12/2019	COE Accreditation Team Member-Site Visit	Akron, OH

(*) *Funded by Branford High School.*

(**) *Funded by Branford High School and Beta Club internal account.*

(***) *Funded by COE at no cost to the District.*

9. The Superintendent recommends approval of the following student transfers for the 2018-2019 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Clinton	Fletcher	Suwannee	Lafayette	5
Robert "Bryce"	Polk	Suwannee	Hamilton	8

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Selena	Montes	SES	BES	2
Hazel	Porter	SMS	BHS	7
Joshua	Ramirez	BHS	SHS	11

10. The Superintendent recommends approval of Public Official Bonds for the individuals listed below. (These bonds and certificates have been reviewed by Board Attorney Leonard Dietzen.) (pgs. 41-45)

Public Official Bonds – Chairman/Vice Chairman

Ed daSilva, Chairman (November 2018 – November 2019)

Tim Alcorn, Vice Chairman (November 2018 – November 2019)

Public Official Bonds – School Board Members

Tim Alcorn (November 2018 – November 2022)

Ed daSilva, (November 2018 – November 2022)

Ronald White (November 2018 – November 2022)

REGULAR AGENDA

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

1. The Superintendent recommends approval of the following contract/agreement for the 2018-2019 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2019-88 Clinical Education Agreement between the Suwannee County School Board Surgical Technology Program and North Florida Regional Medical Center, Inc., d/b/a North Florida Regional Medical Center, Gainesville, Florida (*New*) (pgs. 46-70)

Director of Facilities – Mark Carver:

2. The Superintendent recommends approval of the following bid/RFP:

#19-204 Cooling Tower Replacements for Suwannee Middle School and Suwannee High School to Certified Air Contractors, Inc. (*New*) (pg. 71)

Director of Food Service – Lisa Dorris:

3. The Superintendent recommends approval of the following personnel item for the 2018-2019 school year:

- a. The following personnel to implement the 2019 Summer Food Service Program:

<u>Site</u>	<u>Personnel</u>	<u>Up to Hours/Week</u>
All sites	2 - Food Service Managers-8 hour	32
	5 - Food Service Workers-7.5 hour	28
	1 - Food Service Monitor-7.5 hour	20
	2 - Substitute Food Service Workers	As needed

(All Food Service positions are subject to program participation.)

Director of Student Services – Debbie Land:

4. The Superintendent recommends approval of the following contract/agreement for the 2018-2019 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2019-87 Suwannee County Public Schools Rate and Service Contract 2018-2019 between the Suwannee County School Board School and Florlene Johnson d/b/a Johnson's Family Child Care Home for the Teen Age Parent Program (TAPP) (*New*) (pgs. 72-86)

Director of Human Resources – Walter Boatright:

5. The Superintendent recommends approval of the following contract/agreement for the 2018-2019 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2019-85 University of West Florida, Department of Education and Professional Studies, Student Internship Agreement between the Suwannee County School Board and the University of West Florida (*New*) (pgs. 87-94)

6. Personnel Changes List (pgs. 95-100)

School Board Attorney – Leonard Dietzen:

7. Legal Counsel's Report

Superintendent of Schools – Ted Roush:

8. Superintendent's Report

School Board Members:

9. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
January 8, 2019

MINUTES

The Suwannee County School Board met in Workshop Session on this date in the School Board Meeting Room, 1729 Walker Avenue, SW, Suite 300, Live Oak, Florida. School Board members present were Chairman Ed daSilva, Tim Alcorn, Catherine Cason, and Jerry Taylor, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. School Board Member Ronald White arrived at 9:10 a.m.

Administrators and others present: Walter Boatright, Amy Boggus, Bill Brothers, Mark Carver (arrived at 11:06 a.m.), Lisa Dorris, Janene Fitzpatrick, Ronnie Gray (arrived at 10:38 a.m.), Malcolm Hines, Naela Jimenez (arrived at 9:36 a.m.), Mary Keen (arrived at 9:10 a.m.), Debbie Land, Chris Landrum, Kecia Robinson, Angie Stuckey (arrived at 10:38 a.m.), Juanita Torres (arrived at 9:36 a.m.), T.J. Vickers, Katrina Walker-Bius (arrived at 9:36 a.m.), Kelly Waters, and Josh Williams.

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

Human Resources Department Update Walter Boatright

- Job Descriptions (pgs. 2-8)

Mr. Boatright distributed and reviewed a handout regarding the proposed changes to Job Description #24 – Chief Financial Officer. He noted that the handout replaced the job description that was in the agenda packet.

Mr. Boatright also reviewed the proposed changes to Job Description #159 – Community Relations Specialist.

Chief Financial Officer Department Update Vickie DePratter

- Health Insurance RFP
- Florida Fixed Income Trust (FIT)

Mrs. DePratter provided an update regarding the Health Insurance RFP.

Mrs. DePratter provided information regarding the Florida Fixed Income Trust (FIT). She asked for direction from the Board to see if the District would be interested in participating in investing with the Florida FIT. Board consensus was to proceed with the process of investing with the Florida FIT.

Student Services Department Update.....Debbie Land

- ELL, Homeless, and Migrant Programs

Mrs. Land deferred to Ms. Bius, who provided an overview regarding the District’s ELL, Homeless, and Migrant Programs. An information packet was provided to Board members.

School Safety and Other Administrative.....Malcolm Hines

Services Department Update

Mr. Hines provided an update regarding radio communications for the District, as well as the Education Safety/Security Grant. He stated that the District made the decision to proceed with Baker Communications regarding radios.

Mr. Hines also provided an update regarding the next phase of the Guardian Program. He also noted that the District Emergency Operations Plan/Manual is currently being updated; hoping to review the proposed changes with the Board in the next month or so at a future Board workshop.

(Note: Superintendent Roush left the workshop at 10:54 a.m.)

Assistant Superintendent of AdministrationBill Brothers

Department Update

- Branding of the District

Mr. Brothers provided an update regarding the branding process of the District (new logo; new slogan “My Choice”; new letterhead; license plates; radio ads; social media; etc.). Mr. Brothers deferred to T.J. Vickers, who provided additional information regarding his meetings with representatives from Radio Stations 98.1 and 106.1 pertaining to radio ads for the District; as well as ads on the District’s Facebook page; and the costs associated with both.

Superintendent Update Ted Roush

Mr. Roush had to leave the workshop early, so Mrs. Fitzpatrick provided an update regarding proposed position changes to the Assistant Superintendent of Instruction Department, which includes a Director of School Choice position, as well as a Coordinator of Virtual Instruction position. The current Principal of Suwannee Virtual School position would be reclassified to the Director of School Choice; and the 12-month Guidance Counselor position at Suwannee Virtual School would be reclassified to the Coordinator of Virtual Instruction. Mrs. Fitzpatrick also stated that the current Director of Curriculum and Instruction vacancy would be filled. These changes would be effective with the 2019-2020 school year.

The workshop adjourned at 11:33 a.m.

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
January 8, 2019

MINUTES

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

Chairman daSilva called the meeting to order at 11:40 a.m.

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

Assistant Superintendent of Administration – Bill Brothers:

1. MOTION by Mr. White, second by Mr. Alcorn, for approval of the following contract/agreement for the 2018-2019 school year: (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2019-84 Interagency Agreement between the Suwannee County School Board, the State of Florida, the Department of Juvenile Justice Probation and Community Intervention (DJJ-CO3), the Suwannee County Sheriff's Office (SCSO), and the Live Oak Police Department (LOPD) for the sharing of information about juvenile offenders (*New*) (pgs. 2-6)

MOTION CARRIED UNANIMOUSLY

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

2. MOTION by Ms. Cason, second by Mr. Taylor, for approval of the following personnel item:
 - a. Add one part-time (PRN) Surgical Technology Clinical Teacher for the 2018-2019 school year

MOTION CARRIED UNANIMOUSLY

The meeting adjourned at 12:03 p.m.

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
January 22, 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, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. Attorney Dave Marsey, with Rumberger, Kirk & Caldwell P.A., sat in for School Board Attorney Leonard Dietzen who was absent.

School Resource Officer Mike Landis was also present.

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

Student remarks and pledge to the flag by Suwannee Intermediate School Student Council student organization

Special Recognition by the Superintendent:

- Suwannee High School
Herman Gunter – 2019 Sunshine State STEM Scholar

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

➤ There were none.

MOTION by Mr. Alcorn, second by Ms. Cason, for approval to adopt the Agenda, along with the Agenda Addendum. MOTION CARRIED UNANIMOUSLY

MOTION by Mr. Taylor, second by Mr. Alcorn, for approval of the Consent Agenda.

Ms. Cason questioned the process for the disposition of property. Mr. Carver responded.

MOTION CARRIED UNANIMOUSLY

CONSENT AGENDA

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

1. Approval of the following Minutes: **(pgs. 4-23)**

December 11, 2018	- Workshop Session
	- Special Meeting
December 18, 2018	- Regular Meeting

2. Approval of the monthly financial statement for December 2018.

3. The following bills for the period December 1-31, 2018:

General Checking Account

General Fund 1000	\$	877,191.41
LCIF Fund 3200		58,302.46
Special Act Revenue Bond Fund 3210		330.38
Food Service Fund 4100		162,106.31
Federal Fund 4200		<u>63,856.51</u>
	\$	1,161,787.07

Payroll Checking Account

General Fund 1000	\$	3,199,348.20
Food Service Fund 4100		130,361.35
Federal Fund 4200		<u>329,970.48</u>
	\$	3,659,680.03

<u>Grand Total</u>	\$	4,821,467.10
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4. Approval of the following budget amendments for fiscal year 2018-2019:

<u>General</u>	<u>LCIF</u>	<u>Special Act Revenue Bonds</u>	<u>Special Revenue</u>
I-6	III-6	III-1	IV-5 (Food Service) IV-6 (Federal)

5. Approval for disposal of property as per the attached Property Disposition Form dated January 22, 2019. **(pg. 24)**
6. Approval to accept the following donated item:

<u>Site</u>	<u>Item</u>	<u>Donor</u>
BHS Athletic Internal Funds (purchase wind screens for BHS baseball field)	Cash Donation (\$1,500)	Jeremy Miller

REGULAR AGENDA

Chief Financial Officer – Vickie DePratter:

1. Discussion and possible action regarding the Fringe Benefits Committee's recommendation to award RFP #19-203 for Group Health Insurance to Florida Blue for the period May 1, 2019, through April 30, 2020. *(Copies of the RFP submittals are available for review in the office of the Chief Financial Officer. The renewal reflects a 21% increase in premium over the current year.)*

MOTION by Mr. Alcorn, second by Ms. Cason, for approval of the Fringe Benefits Committee's recommendation to award RFP #19-203 for Group Health Insurance to Florida Blue for the period May 1, 2019, through April 30, 2020.

MOTION CARRIED UNANIMOUSLY

Director of Human Resources – Walter Boatright:

2. MOTION by Mr. Taylor, second by Mr. White, for approval of the following personnel items for the 2018-2019 school year:
 - a. Job Description #24 – Chief Financial Officer (*Revised*) (pgs. 25-27)
 - b. Job Description #159 – Community Relations Specialist (*Revised*) (pgs. 28-30)

Mr. White suggested that more cleanup is needed on Job Description #159.

MOTION CARRIED UNANIMOUSLY

Action on the Agenda Addendum

Director of Human Resources – Walter Boatright:

#1. Personnel Changes List Addendum (pgs. A2–A3)

- Action taken with Item 3 below on the Regular Agenda.

End of Agenda Addendum for Director of Human Resources Walter Boatright

3. MOTION by Mr. White, second by Mr. Taylor, for approval of the Personnel Changes List, along with the Personnel Changes List Addendum (pgs. 31-35)
MOTION CARRIED UNANIMOUSLY

PERSONNEL CHANGES APPROVED:

RECOMMENDATIONS 2018-2019 SCHOOL YEAR:

RESIGNATION: INSTRUCTIONAL:

Suwannee High School:

Ashley Cato Conner, Teacher, effective February 11, 2019

RETIREMENTS: INSTRUCTIONAL:

Suwannee Elementary School:

Daphne McClendon, Teacher, effective June 30, 2019

Suwannee High School:

Gary Croxton, Teacher, effective June 30, 2019

RETIREMENT: NON-INSTRUCTIONAL/SCHOOL RELATED:

Suwannee Intermediate School:

Dona E. Norris, Media Clerk, effective January 21, 2019

TERMINATION: NON-INSTRUCTIONAL/SCHOOL RELATED:

Transportation:

Teneshia Henderson, Bus Driver, effective January 22, 2019

RECOMMENDATIONS: INSTRUCTIONAL:

Suwannee High School:

Cletia Hamby, ESE Teacher, effective January 7, 2019

REPLACES: Myra Bell

Eduardo Moreno, Teacher, effective January 7, 2019

REPLACES: Deborah Cathey

Suwannee Intermediate School:

Emily Goss, Teacher, effective January 7, 2019

REPLACES: Joseph Eakins

Hanna Moreno, Teacher, effective January 7, 2019

REPLACES: Brenda Morris

Suwannee Primary School:

Brandy Geering, Teacher, effective January 7, 2019

REPLACES: Salome Saenz

LEAVE OF ABSENCE (MATERNITY LEAVE):

Suwannee Intermediate School:

Krystal Cundiff, Teacher, tentatively December 7, 2018 through February 15, 2019, without pay, with option of returning sooner if released by doctor.

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Suwannee Elementary School:

Elizabeth Romulo, Bilingual Paraprofessional, effective January 7, 2019

REPLACES: Natalia Morales

Suwannee Middle School:

Michael Dunmore, Custodian, effective January 14, 2019

REPLACES: Michael Harris

SUPPLEMENTARY:

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>REPLACES</u>
Emily Blackmon	Planning Period	SVS	
Andrew Chapman	Planning Period	SVS	
Brooke Cox-Knowles	Planning Period	SVS	
Anslie Creech	JV Girls' Volleyball Coach	SHS	Deborah Cathey
Carlos Diaz	Planning Period	SVS	
Jean Eckhoff	Planning Period	SVS	
Greg Gabey	Head Softball Coach	SMS	Terry Mixon
Sarah Grillo	Planning Period	SVS	
Angela Hester	Planning Period	SVS	
Vanessa Menhennett	Planning Period	SVS	
Sergio Rodriguez	Planning Period	SVS	
Christopher Ryker	Varsity Boys' Assistant Basketball Coach	BHS	Chris Ferguson
Brittney Shearer	Assistant Softball Coach	SMS	
Roger Sumner	Planning Period	SVS	
Daniel Taylor	Planning Period	SVS	
Daniel Taylor	Planning Period	BHS	
Kimberly Tuvell	Planning Period	SVS	
Mirian Venero	Planning Period	SVS	
Morgan Williams	Auxiliary Guard Sponsor	SHS	Abigail Rodriguez
Morgan Williams	Assistant Band Director	SHS	

TRANSFER/REASSIGNMENT:

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>EFFECTIVE</u>	<u>REPLACES</u>
Kelly Wiggins	SHS/ESE Paraprofessional	SES/6 hour food service worker	1/7/2019	Marilyn Santos

PART-TIME/HOURLY EMPLOYEES:

Approval for the following employees for the second term 2018-2019

RIVEROAK TECHNICAL COLLEGE PART-TIME/HOURLY EMPLOYEES

January 1, 2019-June 30, 2019

ADULT EDUCATION

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

CAREER AND TECHNICAL EDUCATION

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

COMMUNITY EDUCATION (Pending class enrollment)

Debbie Scott	Cake Decorating
Virginia Crews	CPR
Natasha Pittman	Computer Applications
Margaret Wooley	Wreath making
Vanessa Grantham	Crochet/ Stained Glass
Wayne Musgrove	Gun Safety/Concealed Weapons
Donna Bass	Community Education Coordinator
Dana Tidwell	Community Education Assistant
Belinda Fries	Computer Technology / Computer Safety
Kevin Constanza Renderos	Conversational Spanish
Kevin Mercer	Metal Art
Derwin Bass	Basic car, home and/or shop maintenance
Julie Dees	Culinary, Cake Decorating
Stasia Dupree	Essential Oils
John Sinclair	Culinary
LaDon Terry	Floral

LEAVE OF ABSENCE (MEDICAL LEAVE):

Transportation:

Nisa Smith Carlisle, Bus Driver, tentatively January 7, 2019 through January 24, 2019, with option of returning sooner if released by doctor.

MISCELLANEOUS:

Hospital Homebound:

The following to work as teachers in the Hospital Homebound Program District wide up to 6 hours per week per student:

Kate Bromley Daniel Taylor

PreK Extended Day:

The following to work as an alternate paraprofessional/PreK teacher in the PreK Extended Day Program at BES, as needed:

Kelly Davidson Amanda Martin Tiffany Phillips Edna Roberts

VOLUNTEERS:

Bridgette Alderman
Severadell Allen
Cherie Bradow
Nathan Broughton
Ashley Campbell
Brian Campbell
Kelly Caudill
Alexis Chambliss
Kenneth Davidson
Joyce Davis

Juana Garcia
Joseph Harmon
Bailey Hayes
Telma Herrera
Tonya Hollar
Stacey Lane
Erika Leak
Jenna McCray
Jason Nash
Merinda Nash

Donna Newton
Kathleen Parnell
Jessica Petri
Shelia Pittman
William Roberts
Danny Rogers
Jessica Webb
Yomalie White
Pamela Williams

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

School Board Attorney – Leonard Dietzen:

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

Superintendent of Schools – Ted Roush:

5. Superintendent's Report

Mr. Roush provided information on the following:

- Exit Audit Report was held today with the Auditor, which will most likely be the cleanest audit we've had as a District.
- Distributed and briefly reviewed a handout regarding the Marjorie Stoneman Douglas Safety Report provided by Joy Frank, FADSS Legal Counsel. The report will be discussed further at a future workshop.
- TRESPASS icon/folder, which was recently placed on First Class. The folder will be populated in the near future.

School Board Members:

6. Issues and concerns Board members may wish to discuss

- Mr. Taylor requested that an Executive Session be scheduled to update the Board regarding where the District is in relation to school safety and security planning. Mr. Roush responded that one would be scheduled in the near future.
- Mr. White requested an update on the 21st Century Program; Mrs. Fitzpatrick responded. Mr. White questioned whether the District surplus auctions could be held on Saturday, instead of during the work week; Mr. Roush and Mr. Carver responded to Mr. White's concern.
- Mr. Taylor commended the Teacher of the Year and School-Related Employee of the Year Banquet that was held last week. He stated that he was proud of our employees and all that they do for our students and our District.
- Mr. daSilva reiterated Mr. Taylor's comments regarding the banquet; he said that it showcased the hard work and dedication of our employees.

The meeting adjourned at 7:08 p.m.

**CONTRACT
BETWEEN SCHOOL DISTRICT OF SUWANNEE COUNTY, FLORIDA
AND
FLORIDA SHERIFFS YOUTH RANCHES, INC.**

This contract dated this 26th day of February, 2019, by and between the SCHOOL DISTRICT OF SUWANNEE COUNTY, FLORIDA, hereinafter referred to as the "School Board" and the FLORIDA SHERIFFS YOUTH RANCHES, INC., Boys Ranch, Florida 32060, hereinafter referred to as the "Youth Ranches".

WITNESSETH

WHEREAS, the Youth Ranches, a program of the Florida Sheriffs Youth Ranches, Inc. is approved by the School Board as an Educational Alternative Program Center serving at risk potentially neglected or delinquent students in grades 6-12 in residence at the Boys Ranch and who are in need of services outlined in the students' individual treatment plans. The School Board approves only the educational offerings of the Youth Ranches and the Youth Ranches maintains all other services necessitated in a residential facility.

and

WHEREAS, the School Board and the Youth Ranches believe it is in the best interest of most of the students residing in the Boys Ranch to receive educational services in the residential setting that incorporates both a treatment plan and educational plan

And

WHEREAS, the School Board and Youth Ranches agree to collaboratively decide if and when individual students would be better served in the traditional schools of the School Board,

And

WHEREAS, the School Board and Youth Ranches desire to enter into this Contract to provide a public educational alternative for students grades 6-12 residing at the Youth Ranches, in accordance with Section 1001.42(4)(j) F.S. and Rule 6A-1.099, FAC. with the intent of preparing students to graduate high school with readiness for career and college.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Contract agree as follows:

1. The Youth Ranches shall assume the following responsibilities:

SCSB 2019-86 (REVISED/RENEWAL)

- a. Provide an educational program consistent with the School Board's Student Progression Plan and appropriate to meet the needs of approximately 50 residential students in grades 6-12. The Youth Ranches will strive to achieve at least a year's worth of academic growth in all instructional areas in each student and prepare students to graduate high school with career and college readiness.
- b. Recruit, hire, pay, supervise, and evaluate any and all highly qualified instructional personnel and ancillary staff for the program as defined by ESSA Federal Legislation. All instructional personnel shall be appropriately certified by the Florida Department of Education for the courses they teach and shall abide by the Principles of Professional Conduct of the state. At no time will the Youth Ranches employ any person that has been terminated or been non-renewed for poor performance by a school district in Florida. At no time will the Youth Ranches employ or otherwise engage any person who has resigned from employment with a public school district in lieu of disciplinary action with respect to child welfare or safety or has been dismissed for just cause. The Youth Ranches will provide the School Board with the following information on instructional personnel: salary, demographic and ethnicity and any other data required by the Florida Department of Education 30 days prior to the first student day for data reporting purposes only. If new personnel are hired during the year, data will be forwarded to the School Board within 30 days of the hiring. Any changes in personnel or teaching assignments will be reported to the School Board as they occur during the year.
- c. Conduct fingerprinting and criminal background checks as outlined in Florida Statute 1012.32 on all prospective employees prior to any final hiring action.
- d. Evaluate instructional personnel in a manner consistent with the evaluation system of the School Board. The Youth Ranches will provide the School Board a plan for assistance for any instructional personnel with an unsatisfactory performance evaluation. The Youth Ranches will evaluate all ancillary personnel according to the assessment protocols of their organization.
- e. Maintain an annual school calendar which is identical to the Suwannee County School calendar. Each student enrolled for an entire year will be provided no less than 900 hours of instruction per year. Summer instruction will be coordinated with the School Board on a case-by-case basis.
- f. Maintain all records and reports and provide such reports that are requested by the School Board or required by law. Records of all course offerings will be maintained according to requirements specified by the School Board and be secured onsite for a period of five years and then returned to the School Board for permanent storage. Report cards shall be issued to students in a manner consistent with that of the School Board. Students will be registered through the School Board student information system and all data collected for students enrolled in the School Board will be collected for students residing at the Youth Ranches. Any deviation from this practice will be mutually agreed upon by the

SCSB 2019-86 (REVISED/RENEWAL)

Parties. Instructional personnel will maintain copies of lesson plans, examinations, and other classroom expectations in a manner consistent with instructional personnel in the School Board.

- g. Provide students with course offerings to move the student from one grade level to the next without interruption. The students' schedules will be in concert with the requirements of the School Board Student Progression Plan and shall prepare the student to enroll in a School Board high school during the last semester of their senior year. Student transcripts as approved by the School Board must reflect the continuum of education progress, including meeting Florida middle school and high school graduation requirements.
- h. Provide a minimum of 5 hours of instruction daily for registered students and maintain daily records to substantiate attendance. In no case will a student receive less than 900 hours of instruction for a full academic year.
- i. Provide counseling services for all students to maximize academic success. Evidence of counseling as it relates to academic success will become part of the student's permanent academic record. Documentation of therapeutic counseling and interventions that are part of the student's treatment plan at the Youth Ranches will not be part of the student's academic record.
- j. Accept responsibility for disciplinary actions occurring in conjunction with the student's academic program and to record and report the action taken in accordance with Florida reporting requirements.
- k. Work in concert with the School Board and school officials in developing a program and curriculum for the students. The Youth Ranches will seek input from School Board staff on instructional materials and resources that would best meet student needs. If students are seeking a diploma from the School Board high school, the Youth Ranches staff will meet with School Board staff no later than the student's junior year to prepare a transitional placement plan. A student transcript will be updated annually by Youth Ranches staff and will be reviewed by School Board staff for progress toward meeting graduation requirements.
- l. Provide appropriate classroom facilities and assume responsibilities for providing utilities and maintenance services for such facilities. Classroom and other instructional facilities will be conducive to learning and shall meet all local construction, health and safety requirements. Validation of compliance with those requirements will be provided to the School Board on an annual basis. Youth Ranches will be responsible for maintenance of all other facilities and property related to the residential program without any reporting duty to the School Board. The safety and security of the students shall be ensured at all times by the Youth Ranches.
- m. Provide all instructional materials, equipment and supplies necessary to ensure academic success for each student. The Youth Ranches staff will collaborate with School Board staff to determine effective resources for use with students of varying needs.

- n. Adopt as part of its governing policies, State Department of Education and School Board rules, policies and procedures relating to academic process in Alternative Education settings. The Youth Ranches policies and procedures related to discipline will serve as the governing rules for students while they are in residence and School Board rules will be followed if students are in School Board facilities or activities.
- o. Comply with all Federal and State statutory and regulatory requirements for the provision of services to students with disabilities (ESE students). Prior to a student being placed in an academic setting, the Youth Ranches will convene an IEP (Individual Educational Plan) meeting to determine the manner in which the student's needs will be met. The IEP committee shall be comprised of an LEA from the Youth Ranches, an ESE teacher, and a parent(s) or guardian(s) of the student. After a review of all ESE records, the committee shall determine the most appropriate placement for a student based upon his individual needs. In the event that the Youth Ranches is not equipped to meet the needs of the student's IEP with existing resources, it may be recommended that the student enroll in a local district school or that the Youth Ranches will provide the services through contracted resources. The Youth Ranches will assume responsibility for transferring the decision of the committee to the School Board Director of Student Services. All records necessary to maintain student information for ESE students shall be entered into the Focus Student Information System by the staff of the Youth Ranches. The Youth Ranches will ensure that appropriately certified and trained staff are available to serve the academic requirements of ESE students.
- p. Maintain appropriate and current health and fire and any other safety certificates for each building used as part of the educational program of students and provide access to buildings for inspection by appropriate authorities. Copies of inspections, drills, and related safety measures will be forwarded to the School Board each academic year.
- q. Comply with the School Board's procedures to protect the confidentiality of student academic records and information and assure they will provide the parents, or the student who is beyond the age of eighteen (18), the right of access, copies, amendments, and hearing as specified in Rule 6A-1.0955, FAC. Youth Ranches will maintain student records in the manner prescribed by the School Board and will forward all student academic records to the School Board within a timeframe specified by the School Board after the student leaves the program.
- r. Provide a staff member to be responsible for the administration of the provisions of the contract and for the supervision of the educational program provided to each student under the contract. The Youth Ranches' Director of Education will serve that role unless otherwise designated.
- s. Provide all nutrition services to students while in the academic program. If nutrition services are provided in a facility other than the academic setting, the Youth Ranches will provide evidence to the School Board that the facility meets

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- local health and safety regulations.
 - t. Provide all transportation services related to the academic program of students in the center. The School Board may offer transportation services for those students enrolled in a School Board school in accordance with the School Board transportation plan.
 - u. Provide copies of liability insurances owned by the Youth Ranches and include the School Board as an additional insured agent for the while the students are engaged in public education.
 - v. Participate in all mandatory student assessment programs and school improvement rating systems. The Youth Ranches will provide to the School Board a specific contact responsible for the assessment of students and will participate in goal setting related to the improvement of performance in students and the program.
 - w. Agrees, in writing, that it complies with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, and Section 504 of the Rehabilitation Act of 1973.
2. The School Board agrees to accept responsibility for the following:
- a. Pay the Youth Ranches per child, per year, an amount determined by using initial 2018-2019 State Budget appropriation data. The amount provided will be the basic student allocation per weighted FTE amount using weights for approximately 50 students in grades K-12 for all weighted FTE minus a School Board Administrative Fee of 7% and minus any adjustments for recalibration or proration of the previous year's FTE. The final allocation will be equal to the actual FTE earned for the Youth Ranches students while in their educational program.
 - b. Provide an allocation of instructional materials monies to the Youth Ranches that is equivalent to the per pupil allocation of the School Board.
 - c. Provide professional development to administrative staff at the Youth Ranches to enable them to evaluate instructional personnel according to standards used in the State of Florida.
 - d. Allow access to any professional development activities for instructional staff of the Youth Ranches conducted at the School Board.
 - e. Provide access to students to engage in extracurricular activities, including sports at the School Board schools to which the student would normally be assigned. The School Board is not obligated to provide transportation services for students engaging in those activities.
 - f. Routinely assess the instructional program provided by the Youth Ranches and recommend necessary changes to enhance student achievement. The assessment will include review of student performance data and state ratings related to school improvement.

- g. Provide testing and evaluations for students referred for ESE eligibility if the Youth Ranches has provided evidence of a systemic system of student support and intervention indicative of need of additional assessment.
- 3. The School Board will name a liaison to serve as the point of contact for the Youth Ranches. The liaison will establish a regular schedule of communication with the Youth Ranches staff and will provide reports to the School Board administration on a regular basis.
- 4. This agreement may only be modified or amended by mutual agreement of the parties in writing, or by the School Board or Youth Ranches upon thirty (30) days written notice.
- 5. The term of this contract shall be the regular school session beginning August 10, 2018 and terminating May 29, 2019.
- 6. Nothing in this Agreement shall be interpreted or construed to mean that the School Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.
- 7. This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this agreement, the parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction. The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this agreement.
- 8. The Youth Ranches shall render the services under this Agreement in accordance with all federal, state, and local laws, including, but not limited to, the Family Educational Rights and Privacy Act, Civil Rights laws, E-Verify, Florida Statutes, and Board of Education policies and procedures. The Youth Ranches further agrees it will indemnify and hold the School Board, its agents, servants and successors harmless from any claims asserted against the School Board arising out of the Youth Ranches violation of FERPA or a violation of the School Board's policies and procedures, including for any costs and attorney's fees incurred by the School Board in defending such claims. While performing services under this Agreement, the Youth Ranches agrees to refrain from harassment and discrimination on the basis of race, age, color, religion, sex, disability, marital status, ancestry or national origin.

Contract
Between School District of Suwannee County, Florida
And Florida Sheriffs Youth Ranches, Inc.

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WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first
here in above set forth.

THE SCHOOL DISTRICT OF SUWANNEE COUNTY

Ted L. Roush, Superintendent

Date

Ed daSilva, School Board Chairman

Date

FLORIDA SHERIFFS YOUTH RANCHES

President

Date

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

INFO ONLY

SCSB 2018-81 (2019-86)
(REVISED/RENEWAL)

**CONTRACT
BETWEEN SCHOOL DISTRICT OF SUWANNEE COUNTY,
FLORIDA AND
FLORIDA SHERIFFS YOUTH RANCHES, INC.**

This contract dated this 26th day of ~~September~~ February, 2017, 2019, by and between the SCHOOL DISTRICT OF SUWANNEE COUNTY, FLORIDA, hereinafter referred to as the "School Board" and the FLORIDA SHERIFFS YOUTH RANCHES, INC., Boys Ranch, Florida 32060, hereinafter referred to as the "Youth Ranches".

WITNESSETH

WHEREAS, the ~~Florida Sheriffs Boys Ranch~~ Youth Ranches, a program of the Florida Sheriffs Youth Ranches, Inc. is approved by the ~~SCHOOL BOARD~~ School Board as an Educational Alternative Program Center serving at risk potentially neglected or delinquent students in grades 6-12 in residence at the Boys Ranch and who are in need of services outlined in the Suwannee County School Board Comprehensive Dropout Prevention Plan Students' individual treatment plans. The School Board approves only the educational offerings of the Youth Ranches and the Youth Ranches maintains all other services necessitated in a residential facility.

and

WHEREAS, the School Board and the Youth Ranches believe it is in the best interest of most of the students residing in the Boys Ranch to receive educational services in the residential setting that incorporates both a treatment plan and educational plan

And

WHEREAS, the School Board and Youth Ranches agree to collaboratively decide if and when individual students would be better served in the traditional schools of the School Board.

And

~~WHEREAS, the SCHOOL BOARD and YOUTH RANCHES~~ WHEREAS, the School Board and Youth Ranches desire to enter into this Contract to provide Educational Alternatives and Disciplinary Programs a public educational alternative for students grades 6-12 residing at the Florida Sheriffs Boys Ranch Youth Ranches, in accordance with Section 1001.42(4)(j) F.S., and Rule 6A-1.099, FAC. with the intent of preparing students to graduate high school with readiness for career and college.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Contract agree as follows:

- | 1. ~~1-~~The Youth Ranches shall assume the following responsibilities:

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Between School District of Suwannee County,
Florida And Florida Sheriffs Youth Ranches, Inc.

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- a. Provide an educational program consistent with the School Board's Student Progression Plan and appropriate to meet the needs of approximately 50 residential students in grades 6-12. The Youth Ranches will strive to achieve at least a year's worth of academic growth in all instructional areas in each student and prepare students to graduate high school with career and college readiness.
- b. Recruit, hire, pay, and supervise, and evaluate any and all highly qualified instructional personnel and ancillary staff for the program as defined by NCLB Federal Legislation or any other personnel employed in the program and provide the Suwannee County ESSA Federal Legislation. All instructional personnel shall be appropriately certified by the Florida Department of Education for the courses they teach and shall abide by the Principles of Professional Conduct of the state. At no time will the Youth Ranches employ any person that has been terminated or been non-renewed for poor performance by a school district in Florida. At no time will the Youth Ranches employ or otherwise engage any person who has resigned from employment with a public school district in lieu of disciplinary action with respect to child welfare or safety or has been dismissed for just cause. The Youth Ranches will provide the School Board with the following information on said instructional personnel: salary, demographic and ethnicity within, and any other data required by the Florida Department of Education 30 days or prior to the first student day for data reporting purposes only. If new personnel are hired during the year, data will be forwarded to the School Board within 30 days of the hiring. Any changes in personnel or teaching assignments will be reported to the School Board as they occur during the year.
- c. Conduct fingerprinting and criminal background checks as outlined in Florida Statute 1012.32 on all prospective employees prior to any final hiring action.
- d. Evaluate instructional personnel in a manner consistent with the evaluation system of the School Board. The Youth Ranches will provide the School Board a plan for assistance for any instructional personnel with an unsatisfactory performance evaluation. The Youth Ranches will evaluate all ancillary personnel according to the assessment protocols of their organization.
- e. Maintain an annual school calendar which will follow is identical to the Suwannee County School calendar. Each student enrolled for an entire year will be provided no less than 900 hours of instruction per year. Summer instruction will be coordinated with the School Board on a case-by-case basis.
- f. Maintain all records and reports and provide such reports that are requested by the School Board or required by law, (Examples - Attendance, Lesson Plans, Grades, etc.). Records of all course offerings will be maintained according to requirements specified by the School Board and be secured onsite for a period of five years and then returned to the School Board for permanent storage. Report cards shall be issued to students in a manner consistent with that of the School Board. Students will be registered through the School Board student information system and all data collected for

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students enrolled in the School Board will be collected for students residing at the Youth Ranches. Any deviation from this practice will be mutually agreed upon by the

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Between School District of Suwannee County,
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Parties. Instructional personnel will maintain copies of lesson plans, examinations, and other classroom expectations in a manner consistent with instructional personnel in the School Board.

- g. Provide students with course offerings to move the student from one grade level to the next without interruption. The students' schedules will be in concert with the requirements of the School Board Student Progression Plan and shall prepare the student to enroll in a School Board high school during the last semester of their senior year. Student transcripts as approved by the School Board must reflect the continuum of education progress, including meeting Florida middle school and high school graduation requirements.

e. The Contracted School agrees that the student will be provided with course offerings to continue along a continuum of education progress so that the student, upon return to his/her home school, will not be penalized by the absence. Student transcripts must reflect the continuum of education progress.

- h. Provide a minimum of 5 hours of instruction daily for registered students and maintain daily records to substantiate attendance. In no case will a student receive less than 900 hours of instruction for a full academic year.
- i. Provide counseling services for all students to maximize academic success. Evidence of counseling as it relates to academic success will become part of the student's permanent academic record. Documentation of therapeutic counseling and interventions that are part of the student's treatment plan at the Youth Ranches will not be part of the student's academic record.
- j. Accept responsibility for disciplinary actions occurring in conjunction with the student's academic program and to record and report the action taken in accordance with Florida reporting requirements.
- k. Work in concert with the School Board and school officials in developing a program and curriculum for the students. The Youth Ranches will seek input from School Board staff on instructional materials and resources that would best meet student needs. If students are seeking a diploma from the School Board high school, the Youth Ranches staff will meet with School Board staff no later than the student's junior year to prepare a transitional placement plan. A student transcript will be updated annually by Youth Ranches staff and will be reviewed by School Board staff for progress toward meeting graduation requirements.
- l. Provide appropriate classroom facilities and assume responsibilities for providing utilities and maintenance services for such facilities. Classroom and other instructional facilities will be conducive to learning and shall meet all local construction, health and safety requirements. Validation of compliance with those requirements will be provided to the School Board on an annual basis. Youth Ranches will be responsible for maintenance of all other facilities and property related to the residential program without any reporting duty to the School Board. The safety and security of the students shall be ensured at all times by the Youth Ranches.
- m. Provide all instructional materials, equipment and supplies necessary to ensure academic success for each student. The Youth Ranches staff will collaborate with School Board staff to determine effective resources for use with students of varying needs.

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~~j. Provide appropriate classroom facilities and assume responsibilities for providing utilities and maintenance services for such facilities.~~

~~k. Fund all supplies, equipment, additional books, and other items not provided by the School Board.~~

- n. ~~1. Adopt as part of its governing policies, State Department of Education and School Board rules, policies and procedures relating to Educational Alternatives and Disciplinary Programs as part of Dropout Prevention.~~ academic process in Alternative Education settings. The Youth Ranches policies and procedures related to discipline will serve as the governing rules for students while they are in residence and School Board rules will be followed if students are in School Board facilities or activities.

~~m. Convene an IEP meeting prior to an ESE student being placed at the Youth Ranch. The IEP committee shall be comprised of an LEA from the Youth Ranch, an ESE teacher and a parent(s) or~~

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Between School District of Suwannee County, Florida And Florida Sheriffs Youth Ranches, Inc.

- o. Comply with all Federal and State statutory and regulatory requirements for the provision of services to students with disabilities (ESE students). Prior to a student being placed in an academic setting, the Youth Ranches will convene an IEP (Individual Educational Plan) meeting to determine the manner in which the student's needs will be met. The IEP committee shall be comprised of an LEA from the Youth Ranches, an ESE teacher, and a parent(s) or guardian(s) of the student. After a review of all ESE records, the committee shall determine the most appropriate placement for a student based upon his individual needs. The Youth Ranch. In the event that the Youth Ranches is not equipped to meet the needs of the student's IEP with existing resources, it may be recommended that the student enroll in a local district school or that the Youth Ranches will provide the services through contracted resources. The Youth Ranches will assume responsibility for transferring the decision of the committee to the ESE School Board Director, of Student Services. All records necessary to maintain the MIS student information for ESE students shall be forwarded to the district, entered into the Focus Student Information System by the staff of the Youth Ranches. The Youth Ranches will ensure that appropriately certified and trained staff are available to serve the academic requirements of ESE students.

- p. ~~n. Maintain appropriate and current health and fire~~ Maintain appropriate and current health and fire and any other safety certificates for each building used as part of the educational program of students and provide access to buildings for inspection by appropriate authorities. Copies of inspections, drills, and related safety measures will be forwarded to the School Board each academic year.

- q. ~~e. Comply with the District's~~ School Board's procedures to protect the confidentiality of student academic records and information and assure they will provide the parents, or the student who is beyond the age of eighteen (18), the right of access, copies, amendments, and hearing as specified in Rule 6A-1.0955, FAC. 6A-1.0955. FAC. Youth Ranches will maintain student records in the manner prescribed by

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Between School District of Suwannee County,
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the School Board and will forward all student academic records to the School Board within a timeframe specified by the School Board after the student leaves the program.

- r. Provide a staff member to be responsible for the administration of the provisions of the contract and for the supervision of the ~~Youth Services Program~~ educational program provided to each student under the contract. The Youth Ranches' Director of Education will serve that role unless otherwise designated.
- s. Provide all nutrition services to students while in the academic program. If nutrition services are provided in a facility other than the academic setting, the Youth Ranches will provide evidence to the School Board that the facility meets

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~~g. Provide transportation and food services.~~
~~r. Provide liability insurance,~~

local health and safety regulations.

t. Provide all transportation services related to the academic program of students in the center. The School Board may offer transportation services for those students enrolled in a School Board school in accordance with the School Board transportation plan.

u. Provide copies of liability insurances owned by the Youth Ranches and include the School Board as an additional insured agent for the while the students are engaged in public education.

v. Participate in all mandatory student assessment programs and school improvement rating systems. The Youth Ranches will provide to the School Board a specific contact responsible for the assessment of students and will participate in goal setting related to the improvement of performance in students and the program.

w. s. The Contracted School agrees. Agrees, in writing, that it complies with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, and Section 504 of the Rehabilitation Act of 1973. The Contracted School will, at all times, comply with local or state standards for health and safety of students, whichever are more stringent.

2. a. The School Board agrees to accept responsibility for the following:

a. Pay the Youth Ranches per child, per year, an amount determined by using initial 2017-2018 2018-2019 State Budget appropriation data. Amount The amount provided will be the basic student allocation per weighted FTE amount equal to that obtained by using weights for approximately 50 students in grades K-12 for all weighted FTE minus an Administrative Cost (Set for 2017-2018 at 7.0%) and any costs incurred for virtual instruction calculated based on the state's formula for prorating FTE a School Board Administrative Fee of 7% and minus any adjustments for recalibration or proration of the previous year's FTE. The final allocation will be equal to the actual FTE earned for the Youth Ranches students while in their educational program.

b. Provide an allocation of instructional materials monies to the Youth Ranches that is equivalent to the per pupil allocation of the School Board.

c. Provide professional development to administrative staff at the Youth Ranches to enable them to evaluate instructional personnel according to standards used in the State of Florida.

d. Allow access to any professional development activities for instructional staff of the Youth Ranches conducted at the School Board.

e. Provide access to students to engage in extracurricular activities, including sports at the School Board schools to which the student would normally be assigned. The School Board is not obligated to provide transportation services for students engaging in those activities.

f. Routinely assess the instructional program provided by the Youth Ranches and recommend necessary changes to enhance student achievement. The assessment will include review of student performance data and state ratings related to

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school improvement.

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Florida And Florida Sheriffs Youth Ranches, Inc.

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- b. Provide payment for the services based on the following:
August through October—Estimated Enrollment
November through February—Adjustment and payment on October FTE
March and April—Adjustment and payment on sum of October and February FTE
May—Adjustment and payment on total FTE of the program with Adjustments reflecting any State Budget changes and deductions for School Board costs such as expenses related to d. and e. below.
Should an audit result in a need to adjust state dollars given to district for non-compliance due to actions of the Youth Ranches, repayment to the School Board will result;
- c. Provide basic textbooks;
- d. Provide evaluators to complete data on any full time teacher in the professional education competence demonstration system;
- e. Provide access to county activities conducted for completion of PECDS;
- f. Provide access to student activities;
- g. Provide access to county in-service activities;
- h. Provide a review of instruction provided in all areas of instruction at the Youth Ranches.
- g. Provide testing and evaluations for students referred for ESE eligibility if the Youth Ranches has provided evidence of a systemic system of student support and intervention indicative of need of additional assessment.

3. The staff of the School Board will review and monitor the program provided by the Youth Ranches and confer with the Youth Ranches staff at reasonable times.

3. The School Board will name a liaison to serve as the point of contact for the Youth Ranches. The liaison will establish a regular schedule of communication with the Youth Ranches staff and will provide reports to the School Board administration on a regular basis.

4. 4. This agreement may only be modified or amended by mutual agreement of the parties in writing, or by the School Board or Youth Ranches upon thirty (30) days written notice.

School Board or Contracted School upon thirty (30) days written notice;

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Between School District of Suwannee County,
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Contract
Between School District of Suwannee County, Florida And Florida Sheriffs Youth Ranches, Inc.

5. ~~5.~~ The term of this contract shall be the regular school session beginning ~~September~~
~~26 August 10, 2017~~ 2018 and terminating ~~June 30~~ May 29, 2018, 2019.
6. ~~6.~~ Nothing in this Agreement shall be interpreted or construed to mean that the ~~SCHOOL~~
~~BOARD~~ School Board waives its common law sovereign immunity or the limits on
liability set forth in Florida Statutes.
7. 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.~~ ~~SCSB 2018-81 RENEWAL~~ The parties hereby
knowingly, voluntarily and intentionally waive any right it may have to a trial by jury
with respect to any litigation related to or arising out of, under, or in conjunction with
this agreement.
8. ~~8.~~ The Youth Ranches shall render the services under this Agreement in accordance with
all federal, state, and local laws, including, but not limited to, the Family Educational
Rights and Privacy Act, Civil ~~Fights~~ Rights laws, E-Verify, Florida Statutes, and Board of
Education policies and procedures. The Youth Ranches further agrees it will indemnify
and hold the School Board, its agents, servants and successors harmless from any
claims asserted, ~~against the School Board arising out of the Youth Ranches violation~~
~~of FERPA or a violation of the School Board's policies and procedures, including for~~
~~any costs and attorney's fees incurred by the School Board in defending such claims.~~
While performing services under this Agreement, the Youth Ranches agrees to refrain
from harassment and discrimination on the basis of race, age, color, religion, sex,
disability, marital status, ancestry or national origin.

SEP 25 MI?

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Contract
Between School District of Suwannee County,
Florida And Florida Sheriffs Youth Ranches, Inc.

SCSB 2019-86 (REVISED/RENEWAL)

WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year
first here in above set forth.

THE SCHOOL ~~DISTRICT~~ DISTRICT OF SUWANNEE COUNTY

Ted L. Roush, Superintendent

Date

Ed daSilva, School Board Chairman

Date

SEP 2 E 2017

FLORIDA SHERIFFS YOUTH RANCHES

President

If Date

"Approved to and Sufficiency BY

Lepnard J. Dietz, HI Rumherger, Ktrli & Caldwell, P.A. Suwannee School Board Attorney"

INFO ONLY

Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	2/13/2019 2:43:06 PM
Comparison Time	2.62 seconds
compareDocs version	v4.2.300.9

Sources	
Original Document	\\HomeDirs01\Users\$cduquette_My Settings\Desktop\Compare Contract\SCSB 2018-81 FSyr Fully Executed.pdf
Modified Document	\\HomeDirs01\Users\$cduquette_My Settings\Desktop\Compare Contract\SCSB 2019-86 FSyr.pdf

Comparison Statistics	
Insertions	85
Deletions	33
Changes	48
Moves	0
TOTAL CHANGES	166

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

State of Florida
Secretary of State
Division of Elections
500 South Bronough Street, Room 316
Tallahassee, Florida 32399-0250
Public Official Bond

County of SUWANNEE

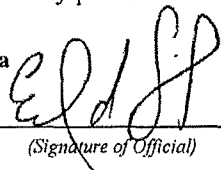
Bond No. 107014084

KNOW ALL MEN BY THESE PRESENTS, That we, Ed daSilva
(Official's Name)
as Principal, and Travelers Casualty and Surety Company of America

as Surety, are bound unto the Governor of the State of Florida, and his successors in office, in the sum of Twelve Thousand Dollars, we hereby bind ourselves and each of our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas, said official was elected ☒ appointed ☐ Chairman, Suwannee County School Board to hold this office
(Name of Office)
for a term beginning November 20, 2018 and ending November 19, 2019 and until his/her successor is qualified according to the Constitution and Laws of the State of Florida.

NOW, THEREFORE, If the official shall faithfully perform the duties of his/her office as provided by law, this obligation is void.

Ed daSilva
X 
(Signature of Official)


Signed and Sealed this 29 day of November, 2018

One Tower Square Hartford, CT 06183
(Address of Main Surety Company)

Travelers Casualty and Surety Company of America
(Name of Local Bonding Company)

P.O. Box 818, Live Oak, FL 32064
(Address of Local Bonding Company)

(SEAL)

By **X** 
(Signature of Florida Licensed Agent)

263-74-1812
(Social Security Number of Florida Licensed Agent)

Lee Harvard
(Type Name of Florida License Agent)

The above is approved this _____ day of _____, _____

Signature: _____

Approved by: _____

1bond.doc (2/04)

State of Florida
Secretary of State
Division of Elections
500 South Bronough Street, Room 316
Tallahassee, Florida 32399-0250
Public Official Bond

County of SUWANNEE

Bond No. 107014095

KNOW ALL MEN BY THESE PRESENTS, That we, Tim Alcorn
(Official's Name)
as Principal, and Travelers Casualty and Surety Company of America

as Surety, are bound unto the Governor of the State of Florida, and his successors in office, in the sum of Twelve Thousand Dollars, we hereby bind ourselves and each of our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas, said official was elected ☒ appointed ☐ Vice Chairman, Suwannee County School Board to hold this office
(Name of Office)

for a term beginning November 20, 2018 and ending November 19, 2019 and until his/her successor is qualified according to the Constitution and Laws of the State of Florida.

NOW, THEREFORE, If the official shall faithfully perform the duties of his/her office as provided by law, this obligation is void.

Tim Alcorn
X 
(Signature of Official)


Signed and Sealed this 29 day of November, 2018

One Tower Square Hartford, CT 06183
(Address of Main Surety Company)

Travelers Casualty and Surety Company of America
(Name of Local Bonding Company)

P.O. Box 818, Live Oak, FL 32064
(Address of Local Bonding Company)

(SEAL)

By X 
(Signature of Florida Licensed Agent)

263-74-1812
(Social Security Number of Florida Licensed Agent)

Lee Harvard
(Type Name of Florida License Agent)

The above is approved this _____ day of _____,

Signature: _____

Approved by: _____

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State of Florida
Secretary of State
Division of Elections
500 South Bronough Street, Room 316
Tallahassee, Florida 32399-0250
Public Official Bond

County of SUWANNEE

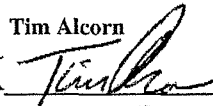
Bond No. 107014062

KNOW ALL MEN BY THESE PRESENTS, That we, Tim Alcorn
(Official's Name)
as Principal, and Travelers Casualty and Surety Company of America

as Surety, are bound unto the Governor of the State of Florida, and his successors in office, in the sum of Two Thousand Dollars, we hereby bind ourselves and each of our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas, said official was elected ☒ appointed ☐ Suwannee County School Board Member to hold this office
(Name of Office)
for a term beginning November 20, 2018 and ending November 22, 2022 and until his/her successor is qualified according to the Constitution and Laws of the State of Florida.

NOW, THEREFORE, If the official shall faithfully perform the duties of his/her office as provided by law, this obligation is void.

Tim Alcorn
X 
(Signature of Official)


Signed and Sealed this 29 day of November, 2018

One Tower Square Hartford, CT 06183
(Address of Main Surety Company)

Travelers Casualty and Surety Company of America
(Name of Local Bonding Company)

P.O. Box 818, Live Oak, FL 32064
(Address of Local Bonding Company)

(SEAL)

By X 
(Signature of Florida Licensed Agent)

263-74-1812

(Social Security Number of Florida Licensed Agent)

Lee Harvard

(Type Name of Florida License Agent)

The above is approved this _____ day of _____

Signature: _____

Approved by: _____

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State of Florida
Secretary of State
Division of Elections
500 South Bronough Street, Room 316
Tallahassee, Florida 32399-0250
Public Official Bond

County of SUWANNEE

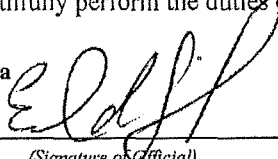
Bond No. 107014036

KNOW ALL MEN BY THESE PRESENTS, That we, Ed daSilva
(Official's Name)
as Principal, and Travelers Casualty and Surety Company of America

as Surety, are bound unto the Governor of the State of Florida, and his successors in office, in the sum of Two Thousand Dollars, we hereby bind ourselves and each of our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas, said official was elected ☒ appointed ☐ Suwannee County School Board Member to hold this office
(Name of Office)
for a term beginning November 20, 2018 and ending November 22, 2022 and until his/her successor is qualified according to the Constitution and Laws of the State of Florida.

NOW, THEREFORE, If the official shall faithfully perform the duties of his/her office as provided by law, this obligation is void.


Ed daSilva
X 
(Signature of Official)

Signed and Sealed this 29 day of November, 2018

One Tower Square Hartford, CT 06183
(Address of Main Surety Company)

Travelers Casualty and Surety Company of America
(Name of Local Bonding Company)
P.O. Box 818, Live Oak, FL 32064
(Address of Local Bonding Company)

(SEAL)

By **X** 
(Signature of Florida Licensed Agent)
263-74-1812
(Social Security Number of Florida Licensed Agent)
Lee Harvard
(Type Name of Florida License Agent)

The above is approved this _____ day of _____,

Signature: _____

Approved by: _____

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State of Florida
Secretary of State
Division of Elections
500 South Bronough Street, Room 316
Tallahassee, Florida 32399-0250
Public Official Bond

County of SUWANNEE

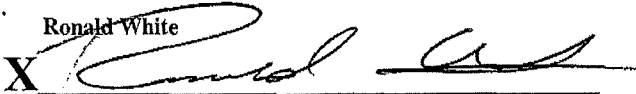
Bond No. 107014048

KNOW ALL MEN BY THESE PRESENTS, That we, Ronald White
(Official's Name)
as Principal, and Travelers Casualty and Surety Company of America

as Surety, are bound unto the Governor of the State of Florida, and his successors in office, in the sum of Two Thousand Dollars, we hereby bind ourselves and each of our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas, said official was elected ☒ appointed ☐ Suwannee County School Board Member to hold this office
(Name of Office)
for a term beginning November 20, 2018 and ending November 22, 2022 and until his/her successor is qualified according to the Constitution and Laws of the State of Florida.

NOW, THEREFORE, If the official shall faithfully perform the duties of his/her office as provided by law, this obligation is void.

Ronald White
X 
(Signature of Official)


Signed and Sealed this 29 day of November, 2018

One Tower Square Hartford, CT 06183
(Address of Main Surety Company)

Travelers Casualty and Surety Company of America
(Name of Local Bonding Company)

P.O. Box 818, Live Oak, FL 32064
(Address of Local Bonding Company)

(SEAL)

By **X** 
(Signature of Florida Licensed Agent)

263-74-1812
(Social Security Number of Florida Licensed Agent)

Lee Harvard
(Type Name of Florida License Agent)

The above is approved this _____ day of _____,

Signature: _____

Approved by: _____

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SCHOOL AFFILIATION AGREEMENT

THIS SCHOOL AFFILIATION AGREEMENT (this "Agreement") is made as of February 26, 2019 (the "Effective Date") by and between the Suwannee County School Board through RIVEROAK Technical College ("School") and North Florida Regional Medical Center, Inc., dba North Florida Regional Medical Center ("Hospital"). School and Hospital may be referred to herein individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, School enrolls students in an accredited degree program in the field of Surgical Technology (the "Degree Program");

WHEREAS, Hospital operates a comprehensive acute-care medical-surgical hospital located at 6500 W Newberry Road, Gainesville, FL 32605 (the "Facility");

WHEREAS, School desires to provide to 3-5 students per year enrolled in the Degree Program a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

WHEREAS, Hospital will make the Facility available to School for such clinical learning experience, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

(a) **Clinical Program**. School will develop, implement and operate the clinical learning experience component of the Degree Program at the Facility in a form and format acceptable to Hospital ("Clinical Program"), which Program shall be approved in advance by Hospital as **Exhibit D**. School may modify the Clinical Program from time to time with Hospital's permission and will promptly incorporate reasonable changes to the Clinical Program requested by Hospital from time to time. With respect to the Clinical Program, School will:

(i) ensure the adequacy of Degree Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Degree Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a "Participating Student");

(ii) provide training and orientation and document the provision of such training and orientation for each Program Participant (defined below) with respect to applicable Hospital policies and procedures prior to the commencement of each Clinical Program rotation during the Term (each a "Semester Rotation");

(iii) provide training for Hospital's representatives who will support the Clinical

Program regarding Clinical Program features and expectations, and Participating Student evaluations, as requested by Hospital from time to time;

- (iv) identify to Hospital each Program Participant who will participate in a Semester Rotation as soon as that information is reasonably available to School;
- (v) ensure that Program Participants comply with applicable laws and Hospital policies and procedures when onsite at the Facility;
- (vi) ensure that Program Participants treat Hospital patients, staff and Clinical Program supervisors with courtesy and respect and do not disrupt Facility operations or the provision of health care services for Hospital's patients;
- (vii) timely prepare and update with input from Hospital rotation schedules for each Participating Student throughout each Rotation and coordinate the same with Hospital;
- (viii) ensure that Participating Students arrive early for each scheduled rotation, except when a Participating Student is ill or attending to a personal emergency;
- (ix) provide continuing oral and written communication with Hospital regarding Participating Student Clinical Program performance and evaluation and other pertinent information;
- (x) participate and ensure that Program Participants participate in Hospital's Quality Assurance and related programs;
- (xi) participate and ensure that Program Participants participate in Hospital training as determined necessary by Hospital from time to time; and
- (xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Hospital from time to time.

(b) Responsibility.

- (i) School will retain ultimate responsibility for the appointment of faculty from the Degree Program to support the Clinical Program, for educating and supervising Participating Students and for evaluating Participating Students' performance with respect to the Clinical Program.
- (ii) Without limiting the foregoing, all Participating Students, Degree Program faculty and other School representatives onsite at the Facility (collectively "Program Participants") shall be accountable to the Hospital's Administrator while onsite at the Facility.
- (iii) School will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, School's Program Representative will follow-up with Hospital's Program Representative to address unresolved issues.

- (c) **Compliance with Program Requirements.** School acknowledges that compliance by School and each Program Participant with the terms and conditions of this Agreement and Hospital policies and procedures is a condition precedent to Program Participant access to the Facility. Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.
- (d) **Dress Code.** School will cause Program Participants to conform to reasonable personal appearance standards imposed by Hospital and wear ID badges as requested by Hospital from time to time. School will cause Program Participants to pay for their own meals at the Facility. School acknowledges and will regularly inform Program Participants that Hospital is not responsible for personal items lost or stolen at the Facility.
- (e) **Use of the Facility.** School will ensure that Program Participants use the Facility solely for the purpose of providing to Participating Students clinical learning experience pursuant to the Clinical Program.
- (f) **Records.** School will cause each Program Participant to timely complete and save in Hospital's systems as directed by Hospital accurate records of all services provided by the Program Participant to a Hospital patient ("Records"). All Records are and will remain the property of Hospital, subject to the rights of patients with respect to such records and to the terms of applicable law. Hospital will provide to School a copy of Records for all lawful purposes, including defense of liability claims.
- (g) **Program Participants.** School will provide to Hospital information regarding each Program Participant, including health examination and immunization records, documentation attesting to the competency of Degree Program faculty (e.g., state licensure, board certification in the relevant Specialty, etc.) and background checks and drug screens as determined reasonably necessary in Hospital's discretion from time to time.
- (h) **Program Participant Statements.** School shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as **Exhibit A**, and a Statement of Confidentiality and Security, in the form attached hereto as **Exhibit B** prior to each Semester Rotation.
- (i) **Liability Insurance.** School shall obtain and maintain, or shall require each individual Program Participant to obtain and maintain, occurrence-type general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Program Participant, with insurance carriers or self insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the Term and upon the termination or expiration of this Agreement, School shall purchase tail coverage for a period of three years after the termination or expiration of this Agreement (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain for the Term workers' compensation insurance and unemployment insurance for School-employed Program Participants. School will notify Hospital at least thirty (30)

calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Hospital, upon request, certificates of insurance evidencing the above coverage.

- (j) **Health of Program Participants.** School will ensure that each Program Participant submits to a medical examination acceptable to Hospital prior to each Semester Rotation. School will ensure that each Program Participant maintains health insurance and provides proof of health insurance to the School prior to participating in the Clinical Program. School will cause Program Participants to provide to Hospital proof of health insurance as requested by Hospital from time to time. School acknowledges that as between Hospital and School, School is responsible for arranging for each Program Participant's medical care and/or treatment, including transportation, in case of illness or injury while participating in the Clinical Program. School further acknowledges that Hospital is not and will not be financially responsible for a Program Participant's medical care or treatment regardless of the Program Participant's condition or injury or cause of injury whether occurring at the Facility or otherwise and regardless of fault or cause of injury.

School will ensure that each Participating Student furnishes to Hospital prior to each Semester Rotation a complete copy of the following health records (Participating Students will not be allowed to access the Facility until all records are provided):

- (i) Tuberculin skin test performed within the past twelve (12) months or documentation as a previous positive reactor;
 - (ii) Proof of Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR;
 - (iii) Proof of Varicella immunity, by positive history of chickenpox or Varicella immunization;
 - (iv) Proof of Influenza vaccination during the flu season, October 1 to March 31, (or dates defined by CDC), or a signed Declination Form; and
 - (v) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
- (k) **Performance.** All faculty provided by School to support the Clinical Program shall be faculty members of the Degree Program, duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by School. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any non-conflicting rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

- (l) **Background Checks.**

- (i) School will ensure that each Program Participant obtains prior to each Semester Rotation a background check acceptable to Hospital, including, at a minimum, the following:
 - A. Social Security Number Verification;
 - B. Criminal Search (7 years or up to 5 criminal searches);
 - C. Employment Verification to include reason for separation and eligibility for re-employment for each employer for 7 years (*not required for students younger than 21 years of age*);
 - D. Sex Offender and Predator Registry Search;
 - E. HHS/OIG Exclusions Database;
 - F. GSA List of Parties Excluded from Federal Programs;
 - G. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN); and
 - H. Applicable State Exclusion List, if available.
- (ii) Background Checks for Program Participants who will be treating patients in the Facility shall include all of the above, and the following:
 - A. Education verification (highest level);
 - B. Professional license verification;
 - C. Certifications & Designations check;
 - D. Professional Disciplinary Action search;
 - E. Department of Motor Vehicle Driving History, based on responsibilities; and
 - F. Consumer Credit Report, based on responsibilities.
- (iii) School shall provide to Hospital an *Attestation of Satisfactory Background Investigation* in the form attached hereto as **Exhibit C** prior to each Semester Rotation. If the background check discloses adverse information about a Participating Student, School shall immediately remove the student from the Clinical Program.

In order to validate the process, the School agrees to an annual compliance audit by the Hospital of five percent (5%) or a minimum of thirty (30) such background investigation files as authorized by the subjects under the Fair Credit Reporting Act (FCRA). For Schools assigning less than 30 students to the Hospital for clinical rotations, the Hospital will audit one hundred percent (100%) of such background investigation files.

- (m) **Drug and Alcohol Testing.** School will ensure that each Program Participant obtains prior to each Semester Rotation a drug and alcohol test acceptable to Hospital, including, at a minimum, the following:

- (i) Substances tested must include amphetamines, barbiturates, benzodiazepines, opiates, fentanyl analogues, methadone, marijuana, codeine, and cocaine.
- (ii) A Program Participant may be required to undergo additional drug and alcohol testing upon reasonable suspicion that the Program Participant has violated Hospital's policies, and after any incident that involves injury or property damage.

Hospital shall not bare the cost of any such tests.

- (n) **Student Documentation.** School will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g)- (m) of this Agreement during the Term and for at least ten (10) years following expiration or termination of this Agreement.
- (o) **Access to Resources.** The School shall ensure that its department heads have authority to ensure faculty and Participating Student access to appropriate resources for the Participating Students' education.

2. RESPONSIBILITIES OF HOSPITAL.

- (a) Hospital will make Facility access reasonably available to Program Participants and reasonably cooperate with School's orientation of all Program Participants to the Facility. Hospital shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Hospital shall provide reasonable opportunities for Participating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care and quality standards.
- (b) Upon the request of School, Hospital shall assist School in the evaluation of each Participating Student's performance in the Clinical Program. Any such evaluations shall be returned to School in a timely manner. However, School shall at all times remain solely responsible for the evaluation and education of Participating Students.
- (c) Hospital will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the Facility, it shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such

emergency care, Facility will refer such student to the nearest emergency facility.

- (d) To the extent Hospital generates or maintains educational records for Participating Students that are subject to the Family Educational Rights and Privacy Act (FERPA), Hospital will comply with applicable FERPA requirements. For purposes of this Agreement, School shall designate Hospital as a school official with a legitimate educational interest in the educational records of Participating Students to the extent that access to School's records is required by Hospital to carry out the Clinical Program.
- (e) Upon reasonable request, Hospital will provide proof to School that Hospital maintains liability insurance in an amount that is commercially reasonable.
- (f) Hospital will provide written notification to School if a claim arises involving a Program Participant. Both Hospital and School agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
- (g) Hospital will resolve any situation in favor of its patients' welfare and may restrict a Participating Student to the role of observer when necessary in Hospital's discretion. Hospital will notify School's Program Representative (defined below) when such action has occurred.
- (h) Upon reasonable notice from School, Hospital will make the Facility reasonably available for inspection during normal business hours by organizations that provide or may provide academic accreditation for the Degree Program. Such inspections must be accompanied at all times by a Hospital representative and are contingent upon receipt by Hospital of executed agreements that Hospital believes are reasonably necessary or convenient to protect the confidentiality and security of Hospital's information. School will promptly reimburse Hospital for all direct costs incurred by Hospital in connection with such accreditation inspections.
- (i) Hospital shall provide Program Participants with access to and Participating Students with required training in the proper use of electronic medical records or paper charts, as applicable.
- (j) Hospital shall provide student security badges or other means of secure access to Facility patient care areas.
- (k) Hospital shall provide Program Participants with computer access, and access to call rooms, if necessary.
- (l) Hospital shall provide secure storage space for Participating Students' personal items when at the Facility.
- (m) Hospital shall provide qualified and competent staff members in adequate number for the instruction and supervision of students using the Facility.

3. MUTUAL RESPONSIBILITIES. The Parties shall cooperate to fulfill the following mutual

responsibilities:

- (a) Each Party will identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. School's Program Representative shall be a faculty member who will be responsible for Participating Student teaching and assessment provided pursuant to this Agreement. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.
- (b) School will provide qualified and competent Degree Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Facility.
- (c) Both School and Hospital will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or conference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.
- (d) School acknowledges, and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Hospital or School. Participating Students are not to replace Hospital staff and are not to render unsupervised patient care and/or services. Hospital and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Participating Student's level of training.
- (e) Any courtesy appointments to faculty or staff by either School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.
- (f) Both School and Hospital will work together to create and maintain an appropriate learning environment for the Participating Students.
- (g) The School, including its faculty, staff and residents, and the Hospital share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Participating Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. WITHDRAWAL OF PARTICIPATING STUDENTS. Hospital may immediately remove a Participating Student from the Facility when in Hospital's discretion his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Hospital operations and/or Hospital's patients. In such event, School will immediately remove the Participating Student from the Clinical Program. It is understood that only School can dismiss the

Participating Student from the Clinical Program. School may terminate a Participating Student's participation in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.

5. FEES. All fees generated by or in connection with services provided by Program Participants to Hospital patients belong to Hospital. School on behalf of itself and each Program Participant hereby assigns to Hospital all right, title and interest (if any) in and to such fees. If School or any Program Participant receives any fees or other reimbursement for services provided by Program Participants to Hospital patients, School will and will cause Program Participants to immediately deliver and endorse over to Hospital all such amounts. School will and will cause Program Participants not to bill Hospital patients for services provided. School will and will cause Program Participants to take all actions and execute all documents reasonably requested by Hospital in order for Hospital to collect fees and payments for health care services provided by Program Participants.

6. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.

- (a) The Parties hereby acknowledge that they are independent contractors, and neither School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
- (b) Each Party acknowledges Participating Students will not be considered employees or agents of Hospital or School for any purpose. Participating Students will not be entitled to receive any compensation from Hospital or School or any benefits of employment from Hospital or School, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.
- (c) School acknowledges that Hospital has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of School or Program Participants.

7. NON-DISCRIMINATION. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of Participating Students, or as to any aspect of the Clinical Program; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Clinical Program.

8. INDEMNIFICATION. To the extent permitted by applicable law and without waiving any defenses, School shall indemnify and hold harmless Hospital and Hospital's officers, directors, trustees, medical and nursing staff, representatives and employees from and against all third-party

liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of School or any of its Program Participants, agents, representatives or employees in connection with this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements.

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

9. **CONFIDENTIALITY.** School will and will ensure that Program Participants keep strictly confidential and hold in trust all non-public information of Hospital, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Hospital, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Hospital is permitted an opportunity to minimize the potential harmful affects of such disclosure. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Program Participants shall abide by the terms of **Exhibit B**.

10. TERM; TERMINATION.

- (a) The term of this Agreement will commence on February 26, 2019 and end on February 26, 2022 unless terminated as provided below (the "Term").
- (b) Either Party may terminate this Agreement at any time without cause upon at least thirty (30) calendar days prior written notice to the other Party, provided that all Participating Students participating in the Program at the time of notice of termination or who are already scheduled to train at the Facility shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical assignment.
- (c) The Parties may terminate this Agreement at any time by mutual written agreement.
- (d) Hospital may immediately terminate this Agreement at any time upon notice to School in the event of a breach of Section 11 of this Agreement.

11. REPRESENTATIONS AND WARRANTIES.

- (a) School hereby represents to Hospital as of the Effective Date and warrants to Hospital for the Term that:
 - (i) School and its Program Participants: (A) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (B) are not convicted of

a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (C) are not under investigation or otherwise aware of any circumstances which may result in the School, or a Program Participant being excluded from participation in the Federal health care programs; and

(ii) in the aggregate, School and all of School's affiliates compensate all physician employees and physician contractors (if any) (A) in an amount that is consistent with fair market value for actual services provided, and (B) in a manner that does not vary with or take into account the volume or value of patient referrals to, or other business generated for, Hospital or any of Hospital's affiliates. Furthermore, all of School's and its affiliates' compensation arrangements with physician employees and physician contractors are memorialized in a signed written agreement or other satisfy an exception to the Stark Law physician referral prohibitions provided in 42 U.S.C. § 1395nn(a)(1).

(b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. School will immediately notify Hospital in writing of any change in status of the representation and warranty set forth in this section.

12. TRAVEL EXPENSES. No expense of School or of a Program Participant will be paid or reimbursed by Hospital unless that expense is approved by Hospital in writing in advance and is incurred and documented in accordance with applicable Hospital travel and expense policies.

13. USE OF NAME OR LOGO. School will not, and will cause Program Participants not to use names, logos or marks associated with Hospital without the express written consent of Hospital in each case.

14. ENTIRE AGREEMENT. This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

15. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

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

17. NO WAIVER. Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

18. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of Florida. Venue for all disputes arising in connection with this Agreement will be resolved in Suwannee County where the school resides.

19. **ASSIGNMENT; BINDING EFFECT.** School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

20. **NOTICES.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital: North Florida Regional Medical Center
P.O. Box 147006
Gainesville, FL 32614-7006
Attention: President and CEO

Copy to: HCA
One Park Plaza, Bldg. 1, 2-East
Nashville, TN 37203
Attention: Craig Brooks, Operations Counsel

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

or to such other person or place as either Party may from time to time designate by written notice to the other Party.

21. **COUNTERPARTS.** This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

22. **HIPAA REQUIREMENTS.** To the extent applicable to this Agreement, School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. School will and will cause Program Participants to enter into any

further agreements as necessary to facilitate compliance with HIPAA Requirements.

23. NO REQUIREMENT TO REFER. Nothing in this Agreement requires or obligates School to cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

24. NO PAYMENTS. Except as provided in Section 5, no payments will be made between the Parties or to the Program Participants in connection with this Agreement.

25. RECITALS. The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.

26. EQUITABLE REMEDIES. School acknowledges that the injury which might be suffered by Hospital in the event of any breach by School or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Hospital and any other remedies which Hospital may pursue hereunder or under applicable law, Hospital shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

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

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

SCHOOL:

Suwannee County School Board

By: _____
Ted L. Roush

Title: Superintendent of Schools

By: _____
Ed daSilva

Title: Chairman of Board

Date: _____

HOSPITAL:

North Florida Regional Medical Center, Inc.

By: Brian T. Cook

Title: President and CEO

Date: _____

"Approved as to Form and Sufficiency
BY _____

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

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at North Florida Regional Medical Center, Inc. ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by: RIVEROAK Technical College ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Signature of Program Participant/Print Name

Date

Parent or Legal Guardian
If Program Participant is under 18 / Print Name

Date

EXHIBIT B
Confidentiality and Security Agreement

I understand that the Hospital or business entity (the "Hospital") for which I work, volunteer or provide services manages health information as part of its mission to treat patients. Further, I understand that the Hospital has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their patients' health information. Additionally, the Hospital must assure the confidentiality of its human resources, payroll, fiscal, research, internal reporting, strategic planning information, or any information that contains Social Security numbers, health insurance claim numbers, passwords, PINs, encryption keys, credit card or other financial account numbers (collectively, with patient identifiable health information, "Confidential Information").

In the course of my employment/assignment at the Hospital, I understand that I may come into the possession of this type of Confidential Information. I will access and use this information only when it is necessary to perform my job related duties in accordance with the Hospital's Privacy and Security Policies, which are available on the Hospital intranet (on the Security Page) and the Internet (under Ethics & Compliance). I further understand that I must sign and comply with this Agreement in order to obtain authorization for access to Confidential Information or Hospital systems.

General Rules:

1. I will act in the best interest of the Hospital and in accordance with its Code of Conduct at all times during my relationship with the Hospital.
2. I understand that I should have no expectation of privacy when using Hospital information systems. The Hospital may log, access, review, and otherwise utilize information stored on or passing through its systems, including email, in order to manage systems and enforce security.
3. I understand that violation of this Agreement may result in disciplinary action, up to and including termination of employment, suspension, and loss of privileges, and/or termination of authorization to work within the Hospital, in accordance with the Hospital's policies.

Protecting Confidential Information:

1. I understand that any Confidential Information, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
2. I will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know it. I will not take media or documents containing Confidential Information home with me unless specifically authorized to do so as part of my job. Case presentation material will be used in accordance with Hospital policies.
3. I will not publish or disclose any Confidential Information to others using personal email, or to any Internet sites, or through Internet blogs or sites such as Facebook or Twitter. I will only use such communication methods when explicitly authorized to

do so in support of Hospital business and within the permitted uses of Confidential Information as governed by regulations such as HIPAA.

4. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized. I will only reuse or destroy media in accordance with Hospital Information Security Standards and Hospital record retention policy.
5. In the course of treating patients, I may need to orally communicate health information to or about patients. While I understand that my first priority is treating patients, I will take reasonable safeguards to protect conversations from unauthorized listeners. Whether at the School or at the Hospital, such safeguards include, but are not limited to: lowering my voice or using private rooms or areas (not hallways, cafeterias or elevators) where available.
6. I will not make any unauthorized transmissions, inquiries, modifications, or purgings of Confidential Information. I will not access data on patients for whom I have no responsibilities or a need-to-know the content of the PHI concerning those patients.
7. I will not transmit Confidential Information outside the Hospital network unless I am specifically authorized to do so as part of my job responsibilities. If I do transmit Confidential Information outside of the Hospital using email or other electronic communication methods, I will ensure that the Information is encrypted according to Hospital Information Security Standards.

Following Appropriate Access:

1. I will only access or use systems or devices I am officially authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
2. I will only access software systems to review patient records or Hospital information when I have a business need to know, as well as any necessary consent. By accessing a patient's record or Hospital information, I am affirmatively representing to the Hospital at the time of each access that I have the requisite business need to know and appropriate consent, and the Hospital may rely on that representation in granting such access to me.

Using Portable Devices and Removable Media:

1. I will not copy or store Confidential Information on removable media or portable devices such as laptops, personal digital assistants (PDAs), cell phones, CDs, thumb drives, external hard drives, etc., unless specifically required to do so by my job. If I do copy or store Confidential Information on removable media, I will encrypt the information while it is on the media according to Hospital Information Security Standards
2. I understand that any mobile device (Smart phone, PDA, etc.) that synchronizes Hospital data (*e.g.*, Hospital email) may contain Confidential Information and as a result, must be protected. Because of this, I understand and agree that the Hospital has the right to:
 - a. Require the use of only encryption capable devices.
 - b. Prohibit data synchronization to devices that are not encryption capable or do not support the required security controls.

- c. Implement encryption and apply other necessary security controls (such as an access PIN and automatic locking) on any mobile device that synchronizes Hospital data regardless of it being a Hospital or personally owned device.
- d. Remotely "wipe" any synchronized device that: has been lost, stolen or belongs to a terminated employee or affiliated partner.
- e. Restrict access to any mobile application that poses a security risk to the Hospital network.

Doing My Part – Personal Security:

- 1. I understand that I will be assigned a unique identifier (*e.g.*, 3-4 User ID) to track my access and use of Confidential Information and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification processes.
- 2. I will:
 - a. Use only my officially assigned User-ID and password (and/or token (*e.g.*, SecurID card)).
 - b. Use only approved licensed software.
 - c. Use a device with virus protection software.
- 3. I will never:
 - a. Disclose passwords, PINs, or access codes.
 - b. Use tools or techniques to break/exploit security measures.
 - c. Connect unauthorized systems or devices to the Hospital network.
- 4. I will practice good workstation security measures such as locking up diskettes when not in use, using screen savers with activated passwords, positioning screens away from public view.
- 5. I will immediately notify my manager, Hospital Information Security Official (FISO), Director of Information Security Operations (DISO), or Hospital or Corporate Client Support Services (CSS) help desk if:
 - a. my password has been seen, disclosed, or otherwise compromised;
 - b. media with Confidential Information stored on it has been lost or stolen;
 - c. I suspect a virus infection on any system;
 - d. I am aware of any activity that violates this agreement, privacy and security policies; or
 - e. I am aware of any other incident that could possibly have any adverse impact on Confidential Information or Hospital systems.

Upon Termination:

- 1. I agree that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or my relationship ceases with the Hospital.
- 2. Upon termination, I will immediately return any documents or media containing Confidential Information to the Hospital.

3. I understand that I have no right to any ownership interest in any Confidential Information accessed or created by me during and in the scope of my relationship with the Hospital.

By signing this document, I acknowledge that I have read this Agreement and I agree to comply with all the terms and conditions stated above.

Signature	Hospital Name and COID North Florida Regional Medical Center, Inc. (30916)	Date
Printed Name	School Name: RIVEROAK Technical College Live Oak, FL 32064	

EXHIBIT C

Attestation of Satisfactory Background Investigation and Drug Report

On behalf of RIVEROAK Technical College, I acknowledge and attest to North Florida Regional Medical Center, Inc. ("Hospital") that we own, and have in our possession, a background investigation report on the individual identified below. Such background investigation and drug and alcohol report is satisfactory in that it:

- ☐ does not reveal any criminal activity;
- ☐ does not reveal ineligibility for rehire with any former employer or otherwise indicate poor performance;
- ☐ confirms the individual is not on either the GSA or OIG exclusion lists;
- ☐ confirms the individual is not listed as a violent sexual offender;
- ☐ confirms this individual is not on the U.S. Treasury Department's Office of Foreign Assets Control list of Specially Designation Nationals;
- ☐ no other aspect of the investigation required by Employer reveals information of concern; and
- ☐ does not reveal the inappropriate use of drugs

I attest that this individual has met all of the health requirements, including:

- ☐ TB test within the last 12 months;
- ☐ Proof of Rubella, Rubeola and Varicella immunity;
- ☐ Proof of Hepatitis B and Flu immunization or declination; and
- ☐ Proof of a satisfactory drug screening as set out in the underlying Affiliation Agreement.

I further attest there are no prior or pending investigations, reviews, sanctions or peer review proceedings; or limitations of any licensure, certification or registration.

This attestation is provided in lieu of providing a copy of the background investigation and/or the drug and alcohol report.

Identified Individual Subject to the Background Investigation:

Name:

Address:

Date of Birth:

Social Security Number: xxx-xx- (last 4 digits)

Signature

Printed Name

[Name of School/Organization]

Date: _____

EXHIBIT D

Description of Clinical Component of Rotation

SURGICAL ROTATION GUIDELINES

The following are the guidelines for the RIVEROAK Technical College, instructors, preceptors at the various clinical rotation sites, and students of the program.

1. Surgical rotation will be graded on an evaluation basis.
2. The preceptor shall immediately correct any error made by the student either during the surgical procedure, if appropriate, or after the surgical procedure. When correcting the student the explanation will include what was performed incorrectly, why it was incorrect, and how it should be done correctly. If the preceptor deems the error threatened the patient's life or seriously compromised patient care delivery, he/she should immediately have the clinical instructor contacted to report to the operating room. Until the clinical instructor arrives, the preceptor will have the student stand by the back table and remain sterile.
3. The preceptor and student will complete a Performance Evaluation Record rotation reports on a daily basis. The student and preceptor will read, date, and sign the report. The reports will become a permanent part of the student's file. The reports are another means of evaluating the student's performance. The report will list the strengths of the student as well as recommendations for areas of improvement.
4. The student will complete preceptor and self-evaluations. A report, based on the evaluation by the students, will be organized and shared with the preceptors. The program director of the RIVEROAK Technical College Surgical Technology Department for record keeping purposes and program accreditation purposes will keep a file of the evaluations.
5. On a midterm basis, a formal assessment will be conducted with the student by the chair of the surgical technology department. Information, observation, and analysis about the student's performance will be discussed. The student will be told if their performance is satisfactory/unsatisfactory. If unsatisfactory, the factors warranting the unsatisfactory will be discussed and exactly what the student needs to improve in order to pass. The student will know, after the midterm formal assessment, exactly what their status is concerning surgical rotation and what areas need improving.
6. The program director will coordinate with the surgical department manager/supervisor the scheduling of students and number of students the department will train at a time.
7. The student must complete a minimum number of surgical procedures in the first scrub role set forth by the NBSTSA and the NCCT in order to graduate.
8. The student will be required to keep a journal of the number of surgical procedures they have first scrubbed. The forms used by the student in keeping the journal are discussed later in this document.

9. The preceptor is NOT allowed to make the decision whether to allow the student to scrub or not scrub based on student preparation. If the student is deemed not to be prepared, the preceptor can evaluate the student as such on the daily clinical evaluation tool and discuss the situation with the chair of the surgical technology department.
10. The student is to be changed into scrubs and ready to work at the reporting time as established by the surgical department. This does not mean reporting at the set time, and then changing into scrubs. It means reporting to you preceptor and/or assigned surgery room at the scheduled time.
11. The student will be responsible for making up missed clinical days. The student will arrange with the clinical instructor or chair the make-up day(s).
12. **All clinical rotation documents become a permanent part of the student's file. It is the responsibility of the student to make photocopies for their personal records. The original documents are required for the student's file.**
13. The student must share the responsibility in completing the rotation to satisfy the minimum surgical procedure requirements set forth by the NBSTSA and the NCCT.
14. **If, for any reason, any issue or problem that may arise at any clinical site due to student actions will be documented in writing on a Clinical Incident Form.**

CLINICAL HOURS

Students are to report to their clinical assignment at the hour designated by the clinical preceptor/educator. Students are typically assigned Monday thru Friday unless classroom or seminar hours are scheduled. Each student is responsible for informing the clinical preceptor/educator of all class and seminar days. Each student maintains a class schedule that designates class, clinical, seminar and field trip dates and times. Students are not to be assigned to evening or night shifts without prior approval from the Program Instructor.

Students are to be relieved from active participation in the operating room at 2:30 PM each day. (Do not leave in the middle of a case, finish the case, and then proceed). The student should utilize anytime available in the OR for learning purposes. The student is to obtain the surgical schedule for their assigned clinical rotation and research the surgeon's preferences in order to complete the Case Preparation Record. **The completion of Case Preparation Record is mandatory.**

The clinical site is responsible for maintaining student attendance records. The Program Instructor must be informed if the student has been late for clinical or has been absent. Any time missed due to unexcused absence must be made up. Any time that must be made up should be arranged through the clinical preceptor/educator and the Program Instructor. **Time that must be made up will be done at the convenience of the clinical preceptor/educator and not at the convenience of the student.**

EXHIBIT E

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

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

RFP 19-204 Cooling Tower Replacements Bid Sheet

Bidder	SMS Base Bid Value (2 Cooling Towers)	SHS Base Bid Value (1 Cooling Tower)	Detailed Schedule of Values Included
Air Mechanical & Service Corp.	\$ 257,999.00	\$ 173,000.00	Yes
Certified Air Contractors	\$ 185,939.00	\$ 96,687.00	Yes
Shine& Company Inc.	\$ 222,800.00	\$ 122,000.00	Yes

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

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

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

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

ARTICLE I - RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 2.10** The PROVIDER contract administrator for this contract is:
Florlene Johnson
d/b/a Johnson's Family Child Care Home
 1510 Ruby Street, NE
 Live Oak, Florida 32064
 Phone - 386-364-1483 or 386-361-0447
- 2.11** The PROVIDER shall indemnify, and hold harmless and defend the DISTRICT its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SUWANNEE COUNTY SCHOOL BOARD, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the services furnished by The PROVIDER, its agents, servants or employees in the provision of services or performance of duties by the Provider pursuant to this Agreement.
- 2.12** The PROVIDER must not disclose to the public the identity of any student or their child eligible for TAPP childcare services without the written permission of the parent/guardian of such student and the student, themselves.
- 2.13** The PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and parent conferences.
- 2.14** The PROVIDER shall complete and provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT:
I. IRS W-9 Form
II. Public Entity Crimes Statement
III. Debarment Certification
- 2.15** The contract administrator for the DISTRICT is:
 Michele Howard
 TAPP Coordinator
 Suwannee County School District

The DISTRICT shall:

- 2.16** Be responsible for the enrollment of qualified students in the TAPP day care program and ensure that each student executes the appropriate agreement attached hereto as Exhibit "D" TAPP Rules Agreement and Student Dropout Prevention Component Referral/Eligibility and Placement.
- 2.17** Promptly notify the PROVIDER regarding any student that ceases to be eligible for TAPP day care services under this agreement.
- 2.18** Promptly pay all verified invoices for reimbursement services in accordance with law.

ARTICLE III – GENERAL CONDITIONS

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

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

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

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

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

3.16 NOTICE.

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

To DISTRICT:

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

With a Copy to:

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

With a Copy to:

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

To PROVIDER:

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

3.17 AUTHORITY.

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

3.18 EXCESS FUNDS.

Any party receiving funds paid by the DISTRICT under this Agreement agrees to promptly notify the DISTRICT of any funds erroneously received from the DISTRICT upon the discovery of such erroneous **payment or overpayment**. **Any such excess funds shall be refunded to Board with interest calculated from the date of the erroneous payment or overpayment.** Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by the DISTRICT.

3.19 NON-EXCLUSIVITY.

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

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

SUWANNEE COUNTY SCHOOL BOARD

PROVIDER

Ed daSilva, Board Chairman

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

Date: _____

Date: _____

Ted L. Roush, Superintendent
Suwannee County School Board

Date: _____

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

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

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

STATE OF _____

COUNTY OF _____

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

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

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

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

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

Signature/Date

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

_____, (affix seal)
Notary Public

_____,
My Commission Expires

Certification Regarding Debarment, Suspension, and Other Matters

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

Name & Title of Authorized Representative

Signature

Date

EXHIBIT A

List of Providers

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

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

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

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

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

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

EXHIBIT B **Rate Scale**

Florlene Johnson **d/b/a Johnson's Family Child Care Home** **2018 – 2019 Child Care Rates**

INFANTS 0 – 12 Months		One Year Olds 12 – 23 Months		Two Year Olds 24 – 35 Months		Three Year Olds 36 – 47 Months		Four Year Olds 48 – 59 Months	
Week	Day	Week	Day	Week	Day	Week	Day	Week	Day
120.00	30.00	120.00	30.00	120.00	30.00	120.00	30.00	120.00	30.00

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

Approved 10/11/2011
Revised 04/26/2016

EXHIBIT D

Suwannee County School District
Teenage Parent Program

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

Intent:

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

Transportation:

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

Day care:

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

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

Student Signature _____ Date _____

Parent Signature _____ Date _____

Guidance Counselor Signature _____ Date _____

EXHIBIT D**Exhibit D**

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

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

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

Parent Conference Checklist

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

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

Signature Guidance Counselor _____ Date _____
 Student Signature _____ Date _____

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

 Parent Signature _____ Date _____

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

 Parent Signature _____ Date _____

EXHIBIT E

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

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

**STUDENT INTERNSHIP AGREEMENTS
FOR UWF STUDENTS WORKING IN OUTSIDE NON-CLINICAL AGENCIES
AGREEMENT GUIDELINES AND STUDENT INTERNSHIP AGREEMENT
FORM A**

Introduction

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

Student Internship Agreement

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

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

UNIVERSITY OF WEST FLORIDA
Department of Education and Professional Studies

STUDENT INTERNSHIP AGREEMENT

I. Parties

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

II. Purpose of Agreement

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

III. Term

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

IV. Compliance with UWF and Agency Policies

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

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

V. Mutual Responsibilities

A. Educational Program.

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

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

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

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

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

VI. Specific Responsibilities of the University

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

VII. Specific Responsibilities of the Agency

It shall be the responsibility of the Agency to:

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

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

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

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

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

University:
University of West Florida
College of Education and
Professional Studies
11000 University Parkway
Building 164/Room164
Pensacola, FL 32514
Attn: Program Coordinator

IX. Specific Responsibilities of Students

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

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

X. Mutual Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

XII. Number of Placements

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

XIII. Monetary Compensation to Student

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

XIV. Employment

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

XV. Entire Agreement

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

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

The University of West Florida

Agency

Chairperson, Suwannee County School Board

By: _____

Signature

Print Name: _____

Title: Dean of College of _____

Date: _____

By: _____

Signature

Print Name: Ted L. Roush

Title: Superintendent of Schools

Date: _____

By: _____

Signature

Print Name: _____

Title: Chair of UWF Dept. of _____

Date: _____

"Approved as to Form and Sufficiency

BY _____

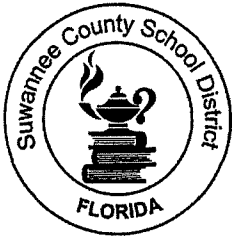
Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

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

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 *TR*
FROM: Walter Boatright, Director of Human Resources *WB*
DATE: February 11, 2019
RE: Personnel Changes List for February 26, 2019 Regular Meeting

RECOMMENDATION:

Pursuant to Section 1012.27 (1A) (1B), *Florida Statutes*, the Superintendent hereby submits the following written personnel recommendations. Approval of each is respectfully requested.

SUWANNEE COUNTY SCHOOL BOARD

Personnel Changes

February 26, 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. Approval of each is respectfully requested.

RECOMMENDATIONS 2018-2019 SCHOOL YEAR:

RETIREMENT: INSTRUCTIONAL:

Suwannee Middle School:

John Johnson, Teacher, effective June 30, 2019

RESIGNATION: INSTRUCTIONAL:

Suwannee Intermediate School:

Glenn Newland, Teacher, effective February 11, 2019

RETIREMENT: NON-INSTRUCTIONAL/SCHOOL RELATED:

Suwannee Intermediate School:

Shari L. Herron, Paraprofessional, effective August 30, 2019

Suwannee Middle School:

Evelyn Aue, School Secretary, effective June 30, 2019

RESIGNATION: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford Elementary School:

Jason Sparkman, Custodian, effective March 1, 2019

Facilities Department:

John Garrison, Assistant Grounds Foreman, effective February 15, 2019

Food Service:

Cathy Carter, Food Service Worker, effective February 11, 2019

Suwannee Primary School:

Meredith Garrison, Paraprofessional, effective February 15, 2019

Transportation:

Contara Ross, Bus Attendant, effective February 4, 2019

RECOMMENDATIONS: INSTRUCTIONAL:

RIVEROAK Technical College:

Tammy Cunningham, Clinical Instructor Surgical Technology, part-time hourly, effective February 25, 2019

REPLACES: New Position

M^{rs} Alice Julius, Patient Care Technician Instructor, effective February 14, 2019

REPLACES: Susan Morgan

Susan Morgan, LPN Instructor, effective January 7, 2019

REPLACES: Traci Thompson

Suwannee High School:

Holly Gamble, Allied Health Teacher, effective February 19, 2019

REPLACES: Ashley Cato Conner

Suwannee Intermediate School:

Skyler Phillips, Teacher, effective February 11, 2019

REPLACES: Glenn Newland

Suwannee Middle School:

Cheri Copeland, ESE Inclusion Teacher, effective January 24, 2019

REPLACES: Dana Drawdy

SUBSTITUTE:

The following to serve as a long term Substitute Teacher effective January 25, 2019:

Suwannee Elementary School:

Darias Bowers

TRANSFERS/REASSIGNMENTS:

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>EFFECTIVE</u>	<u>REPLACES</u>
Jimmy Wilkerson	SMS/Principal	Transportation/Director	2/12/2019	Chris Landrum
Laura Williams	SMS/Assistant Principal	SMS/Principal	2/12/2019	Jimmy Wilkerson

LEAVE OF ABSENCE (MATERNITY LEAVE):

Suwannee Primary School:

Brittany Broughton, Teacher, tentatively January 17, 2019 through April 22, 2019, without pay, with option of returning sooner if released by the doctor. *(Revised from the October 23, 2018 Personnel Changes)*

Rosa Davis, Teacher, tentatively May 1, 2019 through May 30, 2019, with the option of returning sooner if released by the doctor.

MISCELLANEOUS:

<u>MENTOR</u>	<u>MENTEE</u>	<u>SCHOOL</u>
Shannon Daniel	Jessica Anderson	SPS
Kerry J. Melland	Jenny McCook	SPS
Vickie Pagliai	Brandy Geering	SPS/PDCP
Krystal Cundiff	Jeremy Griswold	SIS
Ashlee Wooley	James Thomas	SIS
Ashlee Wooley	Stephanie Reed	SIS
Shannon White	Glenn Newland	SIS

Shannon White	Hannah Morano	SIS
Angelia Stuckey	Megan Fortner	SHS
Kimberly Boatright	Mallory Morgan	SHS
Sandra Hurst	Lillian Henderson	SHS
James Wilson	Eduardo Moreno	SHS
Mary Check-Cason	Sabrina Harrell	SMS
Angie Hester	Tyler Winburn	SMS/PDCP
Brooke Cox-Knowles	January Jernigan	SMS
Tracy Henderson	Richard Crockett	RTC
Robbin Chapman	Justin Bruce	SIS/PDCP
Vera Knighton	Erin Roberts	BES/PDCP

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

District-wide:

Jessica Henderson, Paraprofessional, Temporary, effective January 29, 2019
 REPLACES: Temporary Reclassified Position (Grant Funded)

Suwannee High School:

Alexandra Scoggins, ESE Paraprofessional, effective February 19, 2019
 REPLACES: Kelly Wiggins

Suwannee Intermediate School:

Stephanee Phillips, Paraprofessional, effective February 19, 2019
 REPLACES: Monica Sauer
 Monica Sauer, Media Clerk, effective February 19, 2019
 REPLACES: Dona Norris

Suwannee Middle School:

Lorie Norris, Bookkeeper, effective January 28, 2019
 REPLACES: Jan Prentice

Transportation:

Debbie Harnage, Bus Driver, effective January 8, 2019
 REPLACES: Luz Amanda Cartagena
 John Kerry, Bus Driver, effective January 8, 2019
 REPLACES: Mary Mais
 Patrick Pierce, Crossing Guard, effective February 14, 2019
 REPLACES: Randie Goetzman

SUPPLEMENTARY:

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>
Kelly Driggers	Reading Endorsement	SPS
Canary Stephens	Planning Period	SMS
Mirian Venero	Planning Period	SMS
Brian Williamson	Head Middle School Baseball Coach	BHS

RIVEROAK TECHNICAL COLLEGE PART-TIME/HOURLY EMPLOYEE:

January 1, 2019-June 30, 2019

COMMUNITY EDUCATION (Pending class enrollment)

Logan Hart

Photography

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

Branford Elementary School:

Edna Roberts, Pre-K Paraprofessional, December 17, 2018 through December 19, 2018, for a total of 17.5 hours.

Suwannee Elementary School:

Cheryl Ann Jackson, Media Clerk, December 6, 2018, for a total of 2.45 hours.

Suwannee Middle School:

Rebecca Monroe, Teacher, March 15, 2016, for a total of 7.25 hours.

Food Service:

Edith Underwood, Food Service Worker, January 15, 2019 through January 29, 2019, for a total of 80 hours.

LEAVE OF ABSENCE (MEDICAL LEAVE):

Transportation:

Robin Garbett, Bus Driver, tentatively February 5, 2019 through February 26, 2019 without pay, with the option of returning sooner if released by the doctor.

SUSPENSION:

Branford High School:

John Perry, Paraprofessional, effective January 15, 2019 through January 25, 2019, with pay.

(Revised from the January 22, 2019 Personnel Changes List Addendum)

SUBSTITUTES:

The following to serve as Substitute Bus Attendants:

Victoria Brown

Vandarian Robinson

Robert Williams

Renee Carter

Jessica Sadberry

Shandy Dean

Melissa Schroeder

Maria Richard

Annette Saldo

STUDENT WORKER:

Sherri Bromwell, RIVEROAK Technical College/Pell Grant Work Study Program

VOLUNTEERS:

Alicia Acosta

Ann-Marie Albertson

Katelynn Bielejeski

Felicia Blow

Catherine Brookshire

Lyndsey Browning

Regina Cain

Jason Carroll

Charlotte Hamlin

Harold Hansard

Kathy Harrelson

Zahra Hines

Tammy Land

Lakrishna Lee

Daphnie Mellette

Heather Misinec

Edith Morgan

Melba Mott

Elida Resendiz-Avila

Jalibert Roman-Gonzalez

Megan Roush

Christian Sandlin
Heidi Schenauer
Joanna Schneider
Nancy Seale

Cassandra Simpson
Melissa Simpson
Martha Taylor
Christina Terrell

Ashley Turnage
Johnny Turnage
Kendall Wainwright

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