Contractual Agreement Between Suwannee County District School Board

District School Board of Madison County on behalf of

North Florida Career Pathways Consortium

This Contract is between the District School Board of Madison County herein referred to as the fiscal agent, and the Suwannee County District School Board. The purpose of this contract is for North Florida Career Pathways Consortium Coordinator to provide Professional/Technical Services to the North Florida Career Pathways Consortium Members in order to implement Consortium activities. This contract shall be effective upon the date of execution and completed by June 30, 2019, unless agreed to in writing by both parties, and grant period is extended by the Department of Education of the State of Florida.

Scope of Work:

The North Florida Career Pathways Consortium consisting of Superintendents, Career and Technical Directors from Hamilton County School District; Jefferson County School District; Lafayette County School District; Madison County School District; Suwannee County School District, Taylor County School District; RIVEROAK Technical College; and, Career and Technical Education Coordinator will meet quarterly to:

- a. Arrange and organize quarterly meetings of Consortium members to discuss Career and Technical Education.
- b. Approve locally endorsed CTE programs for non duplication within the Consortium
- c. Convert CTE Programs of Study into Articulation Agreements that are approved by granting organizations.
- d. Promote CTE programs by working cohesively with guidance services throughout the member area.
- e. Serve as a liaison between secondary/postsecondary CTE institutions and the FLDOE.
- f. Compile a detailed budget report of Consortium expenditures for all other participating members of the consortia.

Deliverables and Outcomes: The North Florida Career Pathway Consortium will:

- a. Arrange and organize quarterly meetings of Consortium members to discuss Career and Technical Education as evidenced by announcements, agendas, and minutes of meetings.
- b. Attend and participate in local CTE Advisory Committee functions as evidenced by calendar and leave forms
- c. Provide Consortium members their converted CTE Program of Study which leads to industry certifications and/or post-secondary education and is aligned with regional workforce and economic needs of business and industry as outlined by the FLDOE required criteria.
- d. Provide Consortium members with completed written Articulation Agreements that are Board approved by granting organizations.
- e. Communicate with Guidance Departments throughout the consortium offering services which promote CTE opportunities to students as evidenced by written communication, emails, and log of phone calls.
- f. CTE professional development opportunities which are relevant to the CTE faculty for their program areas are arranged, organized, and/or attended as evidenced by calendar and leave forms.
- g. Serve as a liaison between secondary/postsecondary CTE institutions and the FLDOE as evidenced by participation of Differentiated Accountability on-sight reviews and follow-up debriefing of DA requirements of CTE programs, including CAPE and STEM academies
- h. Required reports are completed, submitted with a copy on file.
- i. Submit a detailed budget report of Consortium expenditures for all other participating members of the consortia.

A Fixed Price of \$1,000.00 will be designated from the Suwannee County's operating budget to be utilized by the North Florida Career Pathway Consortium in order to carry out consortium deliverables.

Fiscal Reports and Method of Payment:

Madison County School District submit fiscal reports and invoice the member districts of the North Florida Career Pathways Consortium quarterly upon receipt of a report detailing deliverables as stated above. No payment will be invoiced or paid for any work performed after June 30, 2019, unless agreed to in writing by either parties, or grant period is extended by the Department of Education of the State of Florida.

Intervention of Agreement: Mindful of the high cost of litigation, not only in dollars, but also in time and energy, the parties intend to and do hereby establish the following out-of-court alternate dispute resolution procedure to be followed in the event any controversy or dispute should arise out of, or relating to this contract or relating to any change orders or other changes or addendums to this contract. If a dispute develops between the parties to this contract, the parties will submit to non-binding mediation to address any controversy or claim arising out of, or relating to this contract or relating to any change orders or other changes or addendums to this contract. Disputes will mediated by a subcommittee composed of the North Florida Career Pathways Consortium members appointed by the Chair to investigate and bring recommendations back to the Consortium meeting for resolution. If there cannot be a resolution, then the contract will be terminated.

Termination of Agreement: NOTICE TO VENDOR/CONTRACTOR:

By acceptance of a contract/order in excess of \$10,000.00 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 28, Section 66.36 (i) code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee, including the manner by which it will be affected and the basis for settlement, will be decided by the Madison County School Board. There will be access to records of the contractor which are directly pertinent to the contract as well as retention of all required records for three years after the grantee or subgrantee makes the final payment and all other pending matters are closed.

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

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

District School Board of Madison County Or. Karen Pickles, Superintendent	District School Board of Suwannee County Ted Roush, Superintendent
Dated: January 2, 2019 Carol Gibson, Chairperson Dated: Necember 17, 2018	Dated: NOV 1 3 2018 Dated: NOV 1 3 2018 Dated: NOV 1 3 2018

"Approved as to Form and Sufficiency

Beenard J. Dietzen.

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

EXHIBIT A

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

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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