

SUWANNEE COUNTY SCHOOL BOARD  
REGULAR MEETING  
July 28, 2020

AGENDA

Call to Order - 6:00 p.m.

Pledge to the flag

Special Recognition by the Superintendent

- Introduction of Student Ambassadors for the 2020-2021 School Year

**Branford High School**

Isaac Mincks

**Suwannee High School**

Morgan Larney

- Presentation of Master Board Completion

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. 8-30)

June 16, 2020	- Workshop Session
	- Special Meeting
	- Expulsion Issues Hearing (Private)
June 23, 2020	- Workshop Session (Budget)
	- Regular Meeting

2. The Superintendent recommends approval of the monthly financial statement for June 2020.

3. The Superintendent presents the following bills for the period June 1-30, 2020:

**General Checking Account**

General Fund 1000	\$ 560,487.04
LCIF Fund 3200	945,140.13
Other Capital Project 3210	30,086.47
Food Service Fund 4100	34,761.02
Federal Fund 4200	<u>97,719.27</u>
	\$ 1,668,193.93

**Payroll Checking Account**

General Fund 1000	\$ 4,473,637.28
Food Service Fund 4100	189,796.60
Federal Fund 4200	<u>553,267.51</u>
	\$ 5,216,701.39

<b><u>Total</u></b>	\$ 6,884,895.32
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4. The Superintendent recommends approval of the following budget amendments for fiscal year 2019-2020:

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>
I-12	III-12	IV-12 (Federal)
		IV-9 (Food Service)

5. The Superintendent recommends approval for disposal of property as per the attached Property Disposition Form dated July 28, 2020. (pg. 31)



6. The Superintendent recommends approval of the following contracts/agreements for the 2020-2021 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

- #2021-04 School Resource Officer and School Safety Agreement between the School Board of Suwannee County, Florida, and the Suwannee County Sheriff's Office to hire eight, and up to nine, full-time School Resource Officers for the 2020-2021 school year (*Renewal/Revised*) **(pgs. 32-41)**
- #2021-51 Memorandum of Understanding between Florida Virtual School and Suwannee County School Board for all students within the Virtual Learning Lab (*Renewal/Revised*) **(pgs. 42-64)**
- #2021-52 Memorandum of Understanding between Florida Virtual School and Suwannee County School Board for all students within the Blended Learning Community (*Renewal/Revised*) **(pgs. 65-88)**
- #2021-54 Contract between School District of Suwannee County, Florida, and Florida Sheriffs Youth Ranches, Inc. (*Renewal*) **(pgs. 89-99)**
- #2021-55 Employee Protection Line Subscriber Agreement between in2vate, llc and Suwannee County School Board to provide access to the Employee Protection Line Service (*Renewal*) **(pgs. 100-104)**
- #2021-56 Interlocal Agreement between the Board of County Commissioners, Suwannee County, Florida, and the Suwannee County School Board for Emergency Shelters in Suwannee County (*Renewal/Revised*) **(pgs. 105-116)**
- #2021-57 Agreement between the School Board of Suwannee County and Suwannee Valley Community Coordinated Child Care, Inc. (SV4Cs) for the Teen Age Parent Program (TAPP) (*Renewal*) **(pgs. 117-122)**
- #2021-59 E-Rate Forms Processing Contract between the Suwannee County School District and eRate 360 Solutions, LLC (*Renewal*) **(pgs. 123-137)**

- #2021-60 Career Pathways Articulation Agreement between District School Board of Taylor County and Suwannee County School Board, through RIVEROAK Technical College, for Culinary Arts/Program of Study: Professional Culinary Arts and Hospitality; Digital Design/Program of Study: Digital Design 1, and Medical Administrative Specialist; Digital Information Technology/Program of Study: Digital Design 1, and Medical Administrative Specialist (*Renewal*) **(pgs. 138-144)**
- #2021-61 Virtual School Services Agreement between Edgenuity Inc. and the Suwannee County School District (*Renewal/Revised*) **(pgs. 145-211)**
- #2021-62 Florida Virtual School Franchise Agreement for State of Florida School District between the Board of Trustees of the Florida Virtual School and Suwannee County School Board (*Renewal/Revised*) **(pgs. 212-298)**
- #2021-63 PAEC Student Data Services Resolution and Contract for District Participation between the School Board of Washington County, Florida, fiscal agent for the Panhandle Area Educational Consortium (PAEC) and PAEC Student Data Services and the District School Board of Suwannee County, Florida (*Renewal/Revised*) **(pgs. 299-306)**
- #2021-64 Agreement for Educational Staffing between Kelly Services, Inc. and Suwannee County School Board, Florida for substitute Teachers, Paraprofessionals, Clerical, Retiree DROP Program Participants, Food Service Workers, and Custodians (*Renewal*) **(pgs. 307-326)**
- #2021-65 Memorandum of Agreement between the State of Florida Department of Health and the Suwannee County School Board for the Provision of School Health Services in Suwannee County (*Renewal*) **(pgs. 327-333)**
- #2021-66 Suwannee County School District Rate and Service Contract 2020-2021 between the Suwannee County School Board and Adrienne M. Burke-Godwin d/b/a Tiny Praying Hands, LCCH for the Teen Age Parent Program (TAPP) (*Renewal*) **(pgs. 334-349)**
- #2021-67 Suwannee County School District Rate and Service Contract 2020-2021 between the Suwannee County School Board and Tawanna Bryant d/b/a Tender Touch Learning Center LLC for the Teen Age Parent Program (TAPP) (*Renewal*) **(pgs. 350-365)**

- #2021-68 Suwannee County School District Rate and Service Contract 2020-2021 between the Suwannee County School Board and Florlene Johnson d/b/a Johnson's Family Child Care Home for the Teen Age Parent Program (TAPP) (*Renewal/Revised*) **(pgs. 366-382)**
- #2021-69 State of Florida Statewide Voluntary Prekindergarten Provider Contract (Form OEL-VPK 20) between the Early Learning Coalition of Florida's Gateway and Suwannee County School Board (*Renewal*) **(pgs. 383-404)**
- #2021-70 Dual Enrollment Articulation Agreement between Florida Gateway College and Suwannee County School District (Out of District 2020-2021) (*Renewal/Revised*) **(pgs. 405-460)**
- #2021-71 Memorandum of Understanding for Workforce Innovation and Opportunity Act (WIOA) Local Workforce Development Area 06 One-Stop Career Center System Partners of the American Job Center Network between North Florida Workforce Development Board, Inc. d/b/a CareerSource North Florida (CSNF) and Suwannee County School District, an American Job Center Network Partner (*Renewal/Revised*) **(pgs. 461-487)**

7. The Superintendent recommends approval of the following student transfers for the 2020-2021 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Carter	Edwards	Suwannee	Columbia	K
Brantley	McDaniel	Suwannee	Hamilton	K
Isabella	McMillen	Suwannee	Columbia	8
Skylar	Stokes	Suwannee	Hamilton	PK
Braxton	Thompson	Suwannee	Columbia	11
Rebecca	Ward	Suwannee	Hamilton	10

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Jaison	Smith	Springcrest	BES	2

8. Human Resources Transactions **(pgs. 488-495)**

REGULAR AGENDA

1. The Superintendent recommends approval to advertise additions and revisions to the Suwannee County School Board Policy Manual as follows:

#3.20 Pledge of Allegiance and Solemnizing Message (*Revised*)  
**(pgs. 496-499)**

#5.12 Expulsion of Students (*Revised*) **(pgs. 500-510)**

#8.01 Safety (*Revised*) **(pgs. 511-513)**

2. The Superintendent recommends approval to award the following RFP/bid for the 2020-2021 school year:

#20-201 Additional one year extension for Custodial Supplies to  
Ashford Services (*Renewal*) **(pgs. 514-525)**

#20-202 Additional one year extension for Document Imaging Services  
to InStream, LLC (*Renewal*)

3. The Superintendent recommends approval of the Suwannee County School District Mental Health Assistance Allocation Plan for 2020-2021  
**(pgs. 526-534 )**

4. The Superintendent recommends approval of the 2020-2022 School Health Services Plan for Suwannee County School District **(pgs. 535-558)**

5. Comments from Student Ambassadors

6. Legal Counsel's Report

7. Superintendent's Report

8. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD  
WORKSHOP SESSION  
June 16, 2020

MINUTES

The Suwannee County School Board met in Workshop Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Ed daSilva, Tim Alcorn, Catherine Cason, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager.

Administrators and others present: Hunter Abercrombie, Jennifer Barrs, Jennifer Beach, Walter Boatright, Amy Boggus, Bill Brothers, Marsha Brown, Gary Caldwell, Mark Carver, Lisa Dorris, Janene Fitzpatrick, Ronnie Gray, Angel Hill, Malcolm Hines (arrived at 9:08 a.m.), Terry Huddleston, Mary Keen, Debbie Land (arrived at 9:17 a.m.), Dee Dee McManaway, Natasha Pittman (arrived at 9:54 a.m.), Kecia Robinson, Angie Stuckey (arrived at 9:14 a.m.), Marsha Tedder, T.J. Vickers, Kelly Waters, Jimmy Wilkerson, Kelli Williams, and Laura Williams.

Chairman daSilva called the meeting to order at 9:01 a.m., and led the pledge.

Assistant Superintendent of Instruction ..... Janene Fitzpatrick  
Department Update

Mrs. Fitzpatrick provided a PowerPoint presentation/update on the following:

- School Configuration – Enrollment, special theme, positions, curriculum planning, colors and mascots, etc.

Mr. Alcorn asked about the possibility of adding a dean position to each of the Live Oak elementary schools. Mr. Taylor said that would be added positions and added expense; and we are trying to save money. Mr. Roush stated he is not opposed to this idea, however, we do not have a signed budget from the Governor; will need to hold off for now. Mr. Taylor stated that Branford Elementary School has never had a dean position, and we really need to be aware of our finances. Mr. White agreed with only doing necessities for now.

- Secondary Scheduling – New scheduling for Suwannee Middle, Branford High, and Suwannee High Schools, which will be a cost savings to the District.
- School Grades for 2020-2021

School Safety and Other Administrative.....Malcolm Hines  
Services Department Update

Mr. Hines provided an update on the following:

- Interlocal Agreement with regards to FEMA reimbursement to the District. Our participation in the special needs shelter would be minimal. Legit and well behaved service animals may come in to our shelter/facility as a last resort; however, they really need to go to the Coliseum/pet shelter.
- ALICE, threat assessment procedures review, and FSSAT

Curriculum and Instruction Department Update.....Jennifer Barrs

Mrs. Barrs provided an update on the following:

- NEFEC Amendments to Add On Endorsements/Programs for the 2020-2021 school year.

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

Mr. Brothers provided an update on the following:

- Policy #8.01 Safety – Distributed a copy of our current policy, along with Option 2 of the policy, which NEFEC suggests we need to adopt.
- Student Conduct and Discipline Code for 2020-2021 (**pgs. 2-42**)  
Distributed and reviewed changes to the revised copy of the document from what was in the agenda packet.

Student Services Department Update.....Debbie Land

Mrs. Land provided information regarding the new ELL forms, which are on the June 23, 2020, agenda for approval.

Superintendent Update ..... Ted Roush

Mr. Roush provided information on the following:

- Continuing to work on implementation of K-5 configuration for the Live Oak elementary schools
- Begin work to refine and update the District's strategic plan; hopefully will be able to review with the Board at the August workshop. Mr. White confirmed that we will not be bringing in an outside consultant to help with this process, and Mr. Roush responded that we will handle this process in-house.
- Distributed handouts as follows:
  - Returning to School flyer
  - Stop the Spread of Germs informational packet
- Mr. Roush asked Mr. Dietzen to address an issue with the media that transpired recently regarding our graduation. Mr. Dietzen explained there was an allegation that the District deprived a student from wearing his military dress, without cap and gown, as his "graduation attire"; he provided a summary of the situation. He read Florida Statute, which confirmed that our District did not violate the law...we did not prohibit the student from wearing his military dress under his cap and gown.
- Mr. Roush shared a recent document he received from the Governor and the Commissioner of Education, titled "Reopening Florida's Schools and the Cares Act", which addresses closing the achievement gaps, along with creating safe spaces for learning.
- Mr. White suggested looking at administrative staff positions, along with cutting teacher positions; do we still need all the administrative staff? Mr. Roush responded that this will be looked at throughout the upcoming school year.

The workshop adjourned at 11:38 a.m.



SUWANNEE COUNTY SCHOOL BOARD  
SPECIAL MEETING  
June 16, 2020

MINUTES

The Suwannee County School Board met in Special Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Ed daSilva, Tim Alcorn, Catherine Cason, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager.

Chairman daSilva called the meeting to order at 11:44 a.m.

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

1. MOTION by Mr. Alcorn, second by Ms. Cason, for approval of the Human Resources Transactions (pgs. 2-4)

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

**RECOMMENDATIONS: INSTRUCTIONAL:**

**SUPPLEMENTARY:**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>
Carla Blalock	Senior Class Sponsor/Split	SHS
Kimberly Cannon	Instructional Leadership	BES
Victoria Carter	Instructional Leadership	SES
Isaac Chandler	Academic Competition Sponsor	SHS
Kelly Davidson	Auxiliary	BHS
Dawn Eakins	Instructional Leadership	BHS
Alexander Franklin	Band Director	SHS
Belinda Fries	Sophomore Class Sponsor	SHS
Jazmin Marrero Guerra	Planning Period	SOS
Cletia Hamby	ESE Teacher	SHS
Amy Hendry	Yearbook Sponsor	SHS
Priscilla Jones	Instructional Leadership	BES
Audrey Marshall	Senior Class Sponsor/Split	SHS
Katie Miller	Department Head	RTC
Brittany Shearer	Freshman Class Sponsor	SHS
Becky Skipper	Wellness Initiative Coordinator	District

Adrienne Taylor	Junior Class Sponsor	SHS
Traci Thompson	HOSA Advisor	SHS
Traci West	Department Head	RTC
Margaret Williams	Instructional Leadership	BES

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

**SUMMER TERM 2019-2020:**

**RECOMMENDATIONS: INSTRUCTIONAL:**

Branford High School:

Stefani Santos, Teacher, Credit Recovery  
Abby Warren, Teacher, Credit Recovery

Suwannee High School:

Glen Green, Teacher, Driver Education  
Frank Hufty, Teacher, Driver Education

**MISCELLANEOUS:**

Curriculum:

Approval for Keith Stavig and Kelli Williams to each work up to 150 additional hours this summer, funded by Federal Grants.

Suwannee Middle School:

Approval for Misty Shawn Herring to work up to 50 additional hours this summer, funded by Title V.

Suwannee Virtual School:

Approval for the following employees to work as Suwannee Virtual School Instructors.

Emily Blackmon	Jean Eckhoff
Jeffry Boatright	Sarah Grillo
Andrew Chapman	Angela Hester
Brooke Cox-Knowles	Sergio Rodriguez
Carlos Diaz	Kimberly Tuvell

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

The workshop adjourned at 11:53 a.m.

SUWANNEE COUNTY SCHOOL BOARD  
WORKSHOP SESSION  
June 23, 2020

MINUTES

The Suwannee County School Board met in Workshop Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Ed daSilva, Tim Alcorn (arrived at 9:30 a.m.), Catherine Cason, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. School Board Attorney Leonard Dietzen was absent.

Administrators and others present: Jennifer Barrs, Jennifer Beach, Walter Boatright, Amy Boggus, Bill Brothers (arrived at 10:38 a.m.), Marsha Brown, Ethan Butts, Mark Carver, Lisa Dorris, Leigh Fernald, Janene Fitzpatrick, Ronnie Gray, Terry Huddleston, Mary Keen, Debbie Land (arrived at 9:27 a.m.), Dee Dee McManaway, Austin Richmond, Kecia Robinson, Keith Stavig, Angie Stuckey, Marsha Tedder, Kelly Waters, Jimmy Wilkerson, Josh Williams, Kelli Williams, and Laura Williams.

Chairman daSilva called the meeting to order at 9:01 a.m., and led the pledge.

Mrs. DePratter noted that the Governor has still not signed the budget for the 2020-2021 school year; however, we must proceed with the budget process due to the TRIM timeline. She presented an overview of the proposed 2020-2021 General Fund Budget. Mrs. DePratter noted that the proposed budget reflects a 15% reduction in discretionary accounts, unless absolutely necessary; as well as a 5% fund balance at year end. Mrs. DePratter answered questions from Board members.

The following proposed General Fund Budgets for 2020-2021 were reviewed:

- Suwannee Riverside Elementary/SPS ..... Marsha Tedder
- RIVEROAK Technical College ..... Mary Keen
- Suwannee Springcrest Elementary/SIS .....Jennifer Beach
- Suwannee High School.....Ronnie Gray
- Suwannee Middle School ..... Laura Williams
- Suwannee Pineview Elementary/SES ..... Amy Boggus
- Branford Elementary School ..... Dee Dee McManaway
- Branford High School..... Terry Huddleston

- Finance/Administration ..... Vickie DePratter
- Transportation.....Jimmy Wilkerson
- Facilities.....Mark Carver

Board consensus was to make the following revisions to the Facilities budget:

- 1000/7900/5900/9005/93050 – Other Materials and Supplies  
Increase proposed budget of \$10,051 to \$12,000
- 1000/8100/5900/9005/99990 – Other Materials and Supplies  
Increase proposed budget of \$109,000 to \$125,000

- Human Resources ..... Walter Boatright
- Assistant Superintendent of Administration.....Bill Brothers
- Assistant Superintendent of Instruction..... Janene Fitzpatrick
- Curriculum and Instruction.....Jennifer Barrs
- School Safety and Other Administrative Services .....Bill Brothers

The workshop recessed at 11:35 a.m. and resumed at 12:35 p.m.

Continuation of General Fund Budget reviews:

- Information Technology .....Josh Williams
- Student Services.....Debbie Land
- School Choice .....Angie Stuckey
- Superintendent and School Board ..... Ted Roush

The following proposed Federal Budgets for 2020-2021 were reviewed:

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

The workshop adjourned at 2:47 p.m.

SUWANNEE COUNTY SCHOOL BOARD  
REGULAR MEETING  
June 23, 2020

MINUTES

The Suwannee County School Board met in Regular Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Ed daSilva, Tim Alcorn, Catherine Cason, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. School Board Attorney Leonard Dietzen was absent.

District School Resource Officer Lee Willis was present.

Chairman daSilva called the meeting to order at 6:03 p.m., and led the pledge.

Pledge to the flag by Chairman daSilva.

*(NOTE: Due to COVID-19, and the suspension of school through the end of the school year, students were not available to perform the pledge to the flag.)*

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 Regular Agenda. MOTION CARRIED UNANIMOUSLY

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

Mr. Taylor pulled contracts #2021-08, #2021-31, #2021-44, and #2021-53 for discussion and clarification purposes.

Mr. White pulled Item #8 for discussion purposes, under transfers/reassignments, moving Austin Richmond to Transportation and questioned who will replace him; wanted to make sure we are not hiring additional personnel to fill these vacancies/positions. Mr. Roush responded that the Assistant Director of Human Resources position was downgraded to a Personnel Specialist. Mr. Roush

responded we are shifting personnel around, which will result in a small savings to the District.

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. 10-43)**

May 19, 2020	- Workshop Session
May 26, 2020	- Regular Meeting

2. Approval of the monthly financial statement for May 2020.

3. The following bills for the period May 1-31, 2020:

**General Checking Account**

General Fund 1000	\$ 319,572.87
LCIF Fund 3200	72,725.87
Food Service Fund 4100	164,083.80
Federal Fund 4200	<u>34,277.94</u>
	\$ 590,660.48

**Payroll Checking Account**

General Fund 1000	\$ 4,079,183.58
Food Service Fund 4100	194,317.33
Federal Fund 4200	<u>443,539.24</u>
	\$ 4,717,040.15

<b><u>Total</u></b>	\$ 5,307,700.63
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4. Approval of the following budget amendments for fiscal year 2019-2020:

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>
I-11	III-11	IV-11 (Federal)
		IV-8 (Food Service)

5. Approval for disposal of property as per the attached Property Disposition Form dated May 26, 2020. **(pgs. 44-45)**

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

#2021-08	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Communication Services, Inc. d/b/a Interpretex ( <i>Renewal</i> ) <b>(pgs. 46-58)</b>
#2021-09	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Specialized Education Associates, LLC, ( <i>Renewal</i> ) <b>(pgs. 59-71)</b>
#2021-10	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Resolutions in Special Education, Inc. ( <i>Renewal</i> ) <b>(pgs. 72-85)</b>
#2021-11	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Palmer Physical Therapy, LLC ( <i>Renewal/Revised</i> ) <b>(pgs. 86-98)</b>
#2021-12	Clinical Education Agreement between the Suwannee County School Board Medical Secretary Program and ACV Health Services, LLC, Dowling Park, Florida ( <i>Renewal</i> ) <b>(pgs. 99-104)</b>
#2021-14	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Smith & Sorenson, LLC d/b/a Rising Oaks Assisted Living, Live Oak, Florida ( <i>Renewal</i> ) <b>(pgs. 105-111)</b>

- #2021-15 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and ACV Health Services, LLC, Dowling Park, Florida (*Renewal*) **(pgs. 112-118)**
- #2021-16 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Andres R. Villar, MD PA d/b/a Children's Medical Center, Branford, Lake City, and Live Oak, Florida (*Renewal*) **(pgs. 119-125)**
- #2021-17 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Consulate Healthcare Baya Pointe Health and Rehabilitation Center, Lake City, Florida (*Renewal*) **(pgs. 126-132)**
- #2021-18 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and North Central Florida Hospice, Inc. d/b/a Haven Hospice (*Renewal*) **(pgs. 133-139)**
- #2021-19 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Sorensen Smith and Bay LLC d/b/a Homewood Lodge ALF (*Renewal*) **(pgs. 140-145)**
- #2021-20 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Lafayette Nursing and Rehabilitation, Mayo, Florida (*Renewal*) **(pgs. 146-152)**
- #2021-21 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Lake City Surgery Center, LLC, Lake City, Florida (*Renewal*) **(pgs. 153-158)**
- #2021-22 Clinical Education Agreement between Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Madison Health & Rehabilitation Center, Madison, Florida (*Renewal*) **(pgs. 159-165)**
- #2021-23 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Pine House Inc. d/b/a Oakridge (*Renewal*) **(pgs. 166-171)**



- #2021-24 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Dr. Bienvenido Samera, MD PA, Branford, Florida (*Renewal*) **(pgs. 172-178)**
- #2021-25 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Hamilton Health Enterprises, Inc. d/b/a Suwannee Valley Nursing Center, Jasper, Florida (*Renewal*) **(pgs. 179-185)**
- #2021-26 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Emory Medical Corporation d/b/a Women's Center of Florida (*Renewal*) **(pgs. 186-192)**
- #2021-27 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Advent Christian Village, Inc. (*Renewal*) **(pgs. 193-198)**
- #2021-28 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Baya Pharmacy, Baya Drive, Lake City, Florida (*Renewal*) **(pgs. 199-204)**
- #2021-29 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Baya Pharmacy, U.S. 90, Lake City, Florida (*Renewal*) **(pgs. 205-210)**
- #2021-30 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Cheek & Scott Drugs, Inc., Live Oak, Lake City, and Jasper, Florida (*Renewal*) **(pgs. 211-216)**
- #2021-31 Clinical Education Healthcare Support Staff Externship Training Agreement between the Suwannee County School Board Pharmacy Technology Program and CVS Health, Inc. (*Renewal*) **(pgs. 217-225)**
- #2021-32 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy of Branford, Inc. (*Renewal*) **(pgs. 226-231)**
- #2021-33 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy, Inc., SW Main Boulevard, Lake City, Florida (*Renewal*) **(pgs. 232-237)**

- #2021-34 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy #2 (West), Lake City, Florida (*Renewal*) **(pgs. 238-243)**
- #2021-35 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy of Mayo, Inc. (*Renewal*) **(pgs. 244-249)**
- #2021-36 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Walgreen Company, Lake City, Florida (*Renewal*) **(pgs. 250-255)**
- #2021-37 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Walgreen Company, Live Oak, Florida (*Renewal*) **(pgs. 256-261)**
- #2021-38 Clinical Education Agreement between the Suwannee County School Board Surgical Technology Program and Doctor's Memorial Hospital Inc., Perry, Florida (*Renewal*) **(pgs. 262-267)**
- #2021-39 Clinical Education Agreement between the Suwannee County School Board Surgical Technology Program and Lake City Surgery Center, LLC, Lake City, Florida (*Renewal*) **(pgs. 268-273)**
- #2021-40 Clinical Education Agreement between the Suwannee County School Board Phlebotomy Program and Madison County Memorial Hospital (*Renewal*) **(pgs. 274-279)**
- #2021-41 Agreement between the Suwannee County School Board Commercial Foods and Culinary Arts, and Dietetic Management and Supervision Programs; and Solaris HealthCare Lake City, Lake City, Florida (*Renewal*) **(pgs. 280-286)**
- #2021-42 Clinical Education Agreement between the State of Florida, Department of Health, Suwannee County Health Department and Suwannee County School Board for RIVEROAK Technical College Health Care Profession Programs (*Renewal*) **(pgs. 287-293)**
- #2021-43 Clinical Education Agreement between the Suwannee County School Board and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center (Pharmacy Technology, Patient Care Technician, Practical Nurse Education, Surgical Technology, and Medical Administrative Specialist Programs) (*Renewal*) **(pgs. 294-308)**

- #2021-44 Clinical Education Agreement between Suwannee County School Board Certified Nursing Assistant Program (Suwannee High School) and NF Suwannee, LLC d/b/a Suwannee Health and Rehabilitation Center, Live Oak, Florida (*Renewal*) (pgs. 309-315)
- #2021-45 Agreement between the School Board of Seminole County, Florida, on behalf of the East Coast Technical Assistance Center (ECTAC), and the School Board of Suwannee County, Florida, to provide support and technical assistance to Title I and other specified Elementary and Secondary Education Act (ESEA) Programs (*Renewal*) (pgs. 316-326)
- #2021-46 Inter District Private School Services Agreement 2020-2021 between the Suwannee County School District and the Columbia County School District Title I Programs (*Renewal/Revised*) (Note: This agreement was initiated by the Columbia County School District.) (pgs. 327-338)
- #2021-53 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida and Behavioral Solutions Consulting Inc. (*Renewal*) (pgs. 339-350)

7. Approval of the following student transfers for the 2020-2021 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Wilbur	Barrs Jr.	Suwannee	Gilchrist	K
Adam	Kalamon	Suwannee	Hamilton	K
Mason	Marable	Suwannee	Hamilton	PK
Andee	Rains	Suwannee	Dixie	VPK

8. Human Resources Transactions (pgs. 351-356)

RECOMMENDATIONS FOR THE 2019-2020 SCHOOL YEAR:

RETIREMENT: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford Elementary School:

Sharon Richardson, Registrar, effective July 1, 2020

**RESIGNATION: INSTRUCTIONAL:**

**Branford High School:**

Dawn Eakins, Guidance Counselor, effective June 23, 2020

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

**Suwannee High School:**

Kristen Kirby, School Nurse, effective July 1, 2020

Nahjawan Jamal Dukes, Paraprofessional, effective June 2, 2020

**Suwannee Primary School:**

Sarah McIntosh, Paraprofessional, effective June 2, 2020

**RECOMMENDATIONS: INSTRUCTIONAL:**

**PART-TIME/HOURLY EMPLOYEES:**

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

**RIVEROAK TECHNICAL COLLEGE PART-TIME/HOURLY EMPLOYEES**  
**January 1, 2020-June 30, 2020:**

**CAREER AND TECHNICAL EDUCATION**

Derwin Bass	Masonry
Ashley Cato-Conner	Practical Nursing/Patient Care Technician Clinical Instructor/I.V. Therapy
Ramona Land	Practical Nursing/Patient Care Technician Clinical Instructor/I.V. Therapy
Nancee Murrah	Practical Nursing/Patient Care Technician Clinical Instructor/I.V. Therapy
Patricia Sullivan	Cosmetology
Jeremy Ulmer	Electricity

**VOLUNTEER:**

Thomas Smith

End of List  
2019-2020  
School Year

**SUMMER TERM 2019-2020:**

**RECOMMENDATION: INSTRUCTIONAL:**

**OUT-OF-FIELD:**

Approval for the following to teach out-of-field for the 2019-2020 summer school term:

<b><u>SCHOOL</u></b>	<b><u>NAME</u></b>	<b><u>OUT OF FIELD SUBJECT</u></b>
SVS	Jazmin Marrero Guerra	Spanish

**RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:****Food Service:**

Sharlie Bailey, Food Service Worker, alternate  
 Teresa Brannan, Food Service Worker  
 Diane Chavez, Food Service Worker  
 Daisy Couture, Food Service Worker  
 Jennifer Hurst, Food Service Worker  
 Katrina Johnson, Food Service Manager  
 Janice Lee, Food Service Manager  
 Gloria Presley, Food Service Manager  
 Becky Reaves, Food Service Worker, alternate  
 William Yates, Food Service Worker  
 Lisa Young, Food Service Worker

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

**RECOMMENDATIONS FOR THE 2020-2021 SCHOOL YEAR:****RETIREMENTS: ADMINISTRATIVE:****District Office:**

William "Bill" Brothers, Assistant Superintendent, effective February 1, 2021  
 Debra Land, Director of Student Services, effective February 1, 2021

**RETIREMENT: INSTRUCTIONAL:****Suwannee Riverside Elementary:**

Robbin Chapman, Teacher, effective January 19, 2021

**RETIREMENTS: NON-INSTRUCTIONAL/SCHOOL RELATED:****Suwannee High School:**

Jimmy Jackson, Security Guard, effective December 1, 2020  
 Karen Jackson, Attendance Clerk, effective December 1, 2020

**RECOMMENDATIONS: INSTRUCTIONAL:****TRANSFERS/REASSIGNMENTS:**

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>EFFECTIVE</u>	<u>REPLACES</u>
Patricia Brantley	District/Staffing Specialist	BES/Staffing Specialist	7/1/2020	Elizabeth Johnston
Kimberly Content	SRE/Teacher	SPE/Teacher	8/3/2020	
Elizabeth Johnston	BES/Staffing Specialist	District/Staffing Specialist	7/1/2020	Patricia Brantley
Holly Marsee	SRE/ESE Support Facilitator	SSE/Pre-K ESE	8/3/2020	
Takesha Patrick	SSE/Teacher	SRE/Teacher	8/3/2020	
Elizabeth Simpson	SRE/MTSS Facilitator	SSE/MTSS Facilitator	7/1/2020	
Jennifer Wooley	SRE/ESE Support Facilitator	SPE/Pre-K ESE	8/3/2020	

**RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:****Suwannee Springcrest Elementary:**

Lori Alban, Administrative School Secretary, effective July 1, 2020

REPLACES: Erin Vogel

**LEAVE OF ABSENCE (MATERNITY LEAVE):****Suwannee Riverside Elementary:**

Brittany Lock, Lead CDA Paraprofessional, tentatively August 17, 2020 through September 25, 2020, without pay, with the option of returning sooner if released by the doctor.

**TRANSFERS/REASSIGNMENTS:**

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>EFFECTIVE</u>
Douglas Aukerman	SHS/NJROTC Teacher	Security Guard	7/1/2020
Austin Richmond	District/Assist. HR Director	Transportation/Assist. Director	7/1/2020
Imelda Saldana	SRE/Pre-K Interpreter	Resource Center/Pre-K Interpreter	7/1/2020

**PART-TIME/HOURLY EMPLOYEES:**

Approval for the following employees for the first term 2020-2021

**RIVEROAK TECHNICAL COLLEGE PART-TIME/HOURLY EMPLOYEES**

**July 1, 2020-December 31, 2020:**

**ADULT EDUCATION**

Darryl Cannon	Adult Basic Education
Robbin Chapman	ABE/GED Prep
Glenda Cranford	Adult Basic Education
Jennifer Floyd	GED Test Proctor/TABE Test Examiner
Cynthia Frye	ABE/GED Prep
Laura Hernandez	TABE Test Examiner
Angie Hester	ABE/GED Prep
Jeff Lee	Test Administrator/Transition Specialist/Chief GED Test Examiner
Kathy Smith	ABE/GED Prep
Lydia Mendoza	ESOL/ABE/GED Prep

**CAREER AND TECHNICAL EDUCATION**

Derwin Bass	Masonry
Marivic Blackwell	Phlebotomy
Ashley Cato-Conner	Practical Nursing/Patient Care Technician Clinical Instructor/I.V. Therapy
Tammy Cunningham	Surgical Technology Clinical Instructor
Kelly Grimes	Practical Nursing/Patient Care Technician Clinical Instructor
Ramona Land	Practical Nursing/Patient Care Technician Clinical Instructor/I.V. Therapy
Kevin Mercer	Welding
Susan Morgan	Patient Care Technician/Practical Nursing/I.V. Therapy
Nancee Murrah	Practical Nursing/Patient Care Technician Clinical Instructor/I.V. Therapy

Patricia Sullivan	Cosmetology
Tommy Taylor	Welding
Greta Thornton	Nail Technician
Jeremy Ulmer	Electricity
Hildelita Warren	Practical Nursing/Patient Care Technician Clinical Instructor/I.V. Therapy

**COMMUNITY EDUCATION (Pending class enrollment)**

Debbie Scott	Cake Decorating
Virginia Crews	CPR
Natasha Pittman	Computer Applications
Margaret Wooley	Wreath making
Vanessa Grantham	Crochet/ Stained Glass
Wayne Musgrove	Gun Safety/Concealed Weapons
Donna Bass	Community Education Coordinator
Belinda Fries	Computer Technology / Computer Safety
Kevin Constanza Renderos	Conversational Spanish
Kevin Mercer	Welding Art
Tommy Taylor	Welding Art
Derwin Bass	Basic car, home and/or shop maintenance
Julie Dees	Culinary, Cake Decorating
Stasia Dupree	Essential Oils
John Sinclair	Culinary
Becky Raymond	Basic Computers
LaDon Terry	Floral
Melinda Polbos	Culinary
Melissa Hottenstein	Sign Language
Logan Hart	Photography
Sherry Laks	Arts, Crafts, and Card Making
William Ragan	Auto Painting
Wendy Perrin	Vinyls/Crafts

**SUBSTITUTE:**

The following to serve as Substitute School Nurse:

Kristen Kirby

**CONTRACT RECOMMENDATIONS:**

**ANNUAL INSTRUCTIONAL CONTRACTS:**

<u>Suwannee High School:</u>	<u>TERM</u>
**Holly Gamble	10
Lillian Henderson	10
**Traci Thompson	10
 <u>Suwannee Middle School:</u>	
Allison Brown	10

**\*\*Non-certificated**

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

The following contract and term status are granted as indicated below:

Job titles are 2020-2021 appointments and for placement on a salary schedule:

<u>Name</u>	<u>Position</u>	<u>Contract</u>
<u>Food Service:</u>		
David Barnes	Food Service Monitor	PT
Kelly Bradow	Food Service Monitor	PT
Michael Dunmore	Food Service Monitor	PT
Melissa Hygema	Food Service Monitor	PT
Christina Jones	Food Service Monitor	PT
Amber Mathis	Food Service Monitor	PT
Edward McLarity	Food Service Monitor	PT
Becky Reaves	Food Service Monitor	PT
Andrea Swanson	Food Service Monitor	PT
Lucille Turner	Food Service Monitor	PT

**End of List  
2020-2021  
School Year**

**REGULAR AGENDA**

1. MOTION by Mr. White, second by Mr. Alcorn, for approval to continue expenditures until approval of the final budget for the 2020-2021 fiscal year.  
MOTION CARRIED UNANIMOUSLY
2. MOTION by Ms. Cason, second by Mr. Taylor, for approval of out-of-district travel for School Board Members to attend conferences/meetings for the 2020-2021 school year, when the cost exceeds \$500, for official school district business and complies with the rules of the State Board of Education.  
MOTION CARRIED UNANIMOUSLY



3. The following contracts/agreements for the 2020-2021 school year: (NEW)  
(Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

MOTION by Mr. Taylor, second, by Mr. Alcorn, for approval of Contract #2021-13 as follows:

#2021-13      Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Family Life Care, Inc. (New)  
(pgs. 357-363)

MOTION CARRIED UNANIMOUSLY

MOTION by Mr. Alcorn, second, by Ms. Cason, for approval of Contract #2021-47 as follows:

#2021-47      2020-2021 Career Dual Enrollment Articulation Agreement between the Suwannee County School Board and RIVEROAK Technical College (New) (pgs. 364-372)

MOTION CARRIED UNANIMOUSLY

MOTION by Mr. Taylor, second, by Ms. Cason, for approval of Contract #2021-48 as follows:

#2021-48      2020-2021 Career Dual Enrollment Articulation Agreement between the Hamilton County School Board and the Suwannee County School Board through RIVEROAK Technical College (New) (pgs. 373-381)

MOTION CARRIED UNANIMOUSLY

MOTION by Ms. Cason, second, by Mr. White, for approval of Contract #2021-49 as follows:

- #2021-49      2020-2021 Career Dual Enrollment Articulation Agreement between the Lafayette County School Board and the Suwannee County School Board through RIVEROAK Technical College (New) (pgs. 382-390)

MOTION CARRIED UNANIMOUSLY

MOTION by Mr. White, second, by Mr. Taylor, for approval of Contract #2021-50 as follows:

- #2021-50      2020-2021 Career Dual Enrollment Articulation Agreement between the Madison County School Board and the Suwannee County School Board through RIVEROAK Technical College (New) (pgs. 391-399)

MOTION CARRIED UNANIMOUSLY

4. MOTION by Mr. Alcorn, second by Mr. Taylor, for approval of the following items: (Copies are available for review in the office of the Director of Curriculum and Instruction.)
- a. NEFEC Autism Spectrum Disorders (ASD) Add-On Endorsement Program K-12 for 2020-2025
  - b. NEFEC Gifted Add-On Endorsement Program for 2020-2025
  - c. Amendment to the 2019-2020 NEFEC Professional Learning Catalog/Master In-Service Plan regarding Add-On Endorsements for Autism Spectrum Disorders and Gifted
  - d. NEFEC Reading Add-On Endorsement Program for 2020-2025
  - e. Amendments to the 2019-2020 NEFEC Professional Learning Catalog/Master In-Service Plan regarding Add-On Endorsements for Reading

MOTION CARRIED UNANIMOUSLY

5. MOTION by Ms. Cason, second by Mr. Taylor, for approval of the following forms (*New*):

- #5100-085 SCSD ELL-Committee Conference Report (**pg. 400**)
- #5100-086 SCSD ELL-Parent Notification of ELL Committee Meeting (English and Spanish) (**pg. 401**)
- #5100-087 SCSD ELL-Initial or Continuing Placement Parent Notification-ESSA (English and Spanish) (**pgs. 402-403**)
- #5100-088 SCSD ELL-Parent Notification of Program Ineligibility (English and Spanish) (**pg. 404**)
- #5100-089 SCSD ELL-Parent Notification of Late ESOL Screening (English and Spanish) (**pg. 405**)
- #5100-090 SCSD ELL-Parent Notification of Program Exit (English and Spanish) (**pgs. 406-407**)
- #5100-091 SCSD ELL- Programmatic Assessment (**pg. 408**)
- #5100-092 SCSD ELL-ESOL Title III ELL Program Student Plan for Mainstream Inclusion Program (**pg. 409**)
- #5100-093 SCSD ELL-ESOL Title III ELL Program Former ELL Student 2 Year Follow Up (**pg. 410**)
- #5100-095 SCSD Release of Educational Report/Evaluations (**pg. 411**)

MOTION CARRIED UNANIMOUSLY

6. MOTION by Ms. Cason, second by Mr. Alcorn, for approval of the 2020-2021 Suwannee County School District Student Conduct and Discipline Code for all elementary and secondary schools. (Copy was provided to Board members.)  
MOTION CARRIED UNANIMOUSLY

7. Legal Counsel's Report – N/A

8. Superintendent's Report

- Reminder of the Leadership Retreat to be held June 29-30, 2020, in the Suwannee High School Atrium; agenda forthcoming.
- Working with RIVEROAK Technical College welding program to develop a sign for the Board room.
- Working on a more staggered plan for Meet Your Teacher dates in August.

### **Miscellaneous**

Mr. daSilva questioned whether there will be a Back to School Bash. Debbie Land responded there is a meeting next week to discuss the possibility of holding an event similar to the Back to School Bash. The Coalition will not be sponsoring this event again this year, so we are not sure where funding would come from for the event.

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

- Board members commended the District on working together to be proactive financially, as well as other aspects of our day to day operations.

The meeting adjourned at 6:46 p.m.

## 2020-2021 JULY SURPLUS ITEMS

PROPERTY RECORD #	ITEM DESCRIPTION	ORIGINAL PURCHASE PRICE	ORIGINAL PURCHASE DATE	COST CENTER	REQUESTED DISPOSITION
99005215	PRINTER, LASER	\$ 1,376.00	8/25/2005	FINANCE	SURPLUS

Requested By:



MARK A CARVER,  
DIRECTOR OF PROPERTY RECORDS

APPROVED BY:

SUPERINTENDENT

7/28/2020

DATE

BOARD CHAIRMAN

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

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

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

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

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

**I. Staffing and Funding:**

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

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

## **II. School Safety Coordination**

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

## **III. SRO Duties**

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

school.

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

ii. Reporting:

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

iii. Education and Prevention:

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

iv. School and Community Involvement:

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



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

## **VI. Student Records**

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

## **V. Miscellaneous**

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

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

SUWANNEE COUNTY SHERIFF'S OFFICE      SCHOOL BOARD OF SUWANNEE COUNTY

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

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

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

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

Ted L. Roush

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

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

Superintendent of Schools

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

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

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

"Approved as to Form and Sufficiency  
BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney # \_\_\_\_\_

**SCHOOL RESOURCE OFFICER AND SCHOOL SAFETY AGREEMENT  
BETWEEN  
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AND  
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3. The Board shall pay the Sheriff the sum of \$44,000.00 per SRO, per year (up to \$396,000.00) and the Sheriff shall be responsible for paying the salaries and all other benefits to SROs. In the event, SROs are not available to the Board for the entire school year, the Board shall only have to pay a pro-rata portion of the annual fee.
4. The Sheriff or his designee shall be responsible for selecting SROs on the basis of the following criteria:
  - i. Each SRO must be a sworn law enforcement officer within the as defined in section 943.10(1), Florida Statutes,
  - ii. demonstrate the ability to communicate effectively with students,
  - iii. demonstrate the ability to approach and interact with student parents and teachers regarding student behavior, and

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

## **II. School Safety Coordination**

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

## **III. SRO Duties**

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

school.

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

ii. Reporting:

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

iii. Education and Prevention:

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

iv. School and Community Involvement:

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

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

**VI. Student Records**

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

**V. Miscellaneous**

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

# INFO ONLY

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

SUWANNEE COUNTY SHERIFF'S OFFICE SCHOOL BOARD OF SUWANNEE COUNTY

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
FLORIDA VIRTUAL SCHOOL  
AND  
Suwannee County School Board

This 2020-2021 MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Suwannee County School Board, hereinafter referred to as School or District, and FLORIDA VIRTUAL SCHOOL, hereinafter referred to as FLVS. This Memorandum of Understanding shall include the following documents which are attached hereto and incorporated herein by reference: 1. Virtual Learning Lab Memorandum of Understanding, and 2. Appendix A Florida Services Additional Terms.

A. PURPOSE:

The purpose of this MOU is to form a relationship between the School/District and FLVS with the intent to ensure innovative learning solutions for all students within the Virtual Learning Lab (VLL). A Virtual Learning Lab (VLL) is a school whereby students are working on FLVS course(s) taught by FLVS instructor(s) at a school with a facilitator. FLVS's goal is to provide the necessary teachers for each VLL commencing on the School's preferred start date. To accommodate your preferred state date and hire the necessary teachers, the School principal and/or authorized district representative is required to sign this MOU no later than seven days after document is received so that both parties are in agreement of this commitment.

B. FLVS is responsible for:

1. Training for the VLL school facilitator.
2. Training for the School Counselor(s).
3. A registration process specifically designed for VLL students.
4. Ongoing support from an FLVS instructor and/or a Blended Learning Specialist.
5. Highly qualified, state-certified instructors.
6. Invoicing for successfully completed enrollments.
7. Providing data required for FTE reporting by district (as permitted by the FDLE).

C. School/District is responsible for providing:

1. Selecting academically appropriate courses by benchmark dates as stated above and within the enrollment period:
  - Fall: May 31 to September 1
  - Spring: November 15 to January 31
  - Summer: April 1 to June 1
2. Provide FLVS a complete student information roster with the minimum data requirements (last name, first name, date of birth, gender and grade level). Noncompliance will result in FTE reported by FLVS.
3. Accurate request for reservation to secure courses.
4. Virtual Learning Lab facilitator to monitor students – does not have to be a certified instructor.
5. Computer access and other minimum technology required as listed on the FLVS website for the students to take the courses. This includes computer access 4 to 6 hours each week per course.
6. Two-way long-distance communication access for FLVS instructor – student phone calls.
7. Parent's notification of student's participation in FLVS course.
8. FTE submission associated with these enrollments.





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D. Fees:

FLVS will invoice the school district for each billable enrollment at \$325.00 per each half credit completion. School district shall pay the bill/invoice in accordance with this contract at Net 30days.

1. **Billable Enrollments:** Any half credit completion issued by FLVS instructor through final grade report sent via Virtual School Administrator (VSA).
2. **Invoice Schedule:** School/District will be invoiced for enrollments that have completed during each billing cycle, identified by status 'Completed' in VSA. The billing cycle is outlined in the invoicing schedule section below. The final billing amount will be net of amount paid by the district in the first billing. (October 1/January 15; March 1/June 30; July 1/August 15).

Cycle	Enrollment Data Date Range	Invoice Sent
Cycle 1	July – October	Mid-November
Cycle 2	November – February	Mid-March
Cycle 3	March – June	End of June
Cycle 4	True-up/Enrollments not captured in previous cycle	Mid-July

3. All fees associated with Advanced Placement and Industry Certification examinations will be the responsibility of the school or district reporting the FTE.

**BILLING CONTACT PERSONEL:**

School or District	Florida Virtual School
<b>Name:</b> Mary Ann Chaney	<b>Name:</b> Carmen Brehoi
<b>School/District Address:</b> 1740 Ohio Ave. S, Live Oak, FL 32064	<b>Address:</b> 2145 Metrocenter Blvd. Suite 100 Orlando, Florida 32835
<b>Email:</b> mary.chaney@suwannee.k12.fl.us	<b>Email:</b> cbrehoi@flvs.net
<b>Telephone No.:</b> 386-647-4627	<b>Telephone No.:</b> 407-513-3615

- E. FAILURE TO COMPLY WITH THE TERMS OF THIS MOU MAY RESULT IN DENIAL OF FUTURE VLL REQUESTS AT THE RATE STATE ABOVE.
- F. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:
  1. ACADEMIC INTEGRITY IN THE VLL. Each staff member has a stake in ensuring the highest standards of academic integrity. Teachers synchronize various aspects of FLVS to ensure the best possible experiences for their students.

**Instructors will:**

- Act as a resource for student questions.
- Submit various assignments into the **Turnitin.com** database.
- Coordinate any academic integrity issues with the lab facilitator, their Instructional Leader,



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and Academic Integrity Support Personnel.

- Verify student mastery of content through Discussion-Based Assessments and authentic assessments.
- Convey incidents and consequences to the student and facilitator.

**Facilitators will:**

- Provide supervision through close proximity while circulating the lab.
- Encourage students to seek support from FLVS instructors.
- Encourage students to seek support from the facilitator.
- Discourage inappropriate collaboration of students.
- Ensure students are provided with appropriate equipment and that equipment is not shared by students who are actively working in the same FLVS coursework.
- Require that students protect their password information and coursework.
- Protect students' usernames, passwords, and other private information.
- Adjust seating arrangements to help promote students' integrity.
- Communicate with the student, FLVS Instructor and Academic Integrity Investigator with regard to concerns and consequences.

2. MODIFICATION: Modifications to this Agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changed being performed.
3. PARTICIPATION IN SIMILAR ACTIVITIES: This Agreement in no way restricts FLVS or School or District from participating in similar activities with other public or private agencies, organizations, and individuals.
4. MAIN POINT OF CONTACT: Contact your District Relations Manager (<https://flvs.net/florida-school-solutions/contacts>) with questions concerning this Agreement. The main point of contact for this instrument is:

**School Authorized Official:**

X \_\_\_\_\_

Signing here acknowledges desired LAB participation.

Ted L. Roush, Superintendent of Schools

5. COMPLIANCE: The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination and Immigration.
6. COMMENCEMENT/EXPIRATION DATE: This Agreement is executed as of the date of last signature and is effective through 6/30/2021 at which time it will expire unless extended.
7. LIABILITIES: It is understood that neither part to this Memorandum of Understanding is the agent of



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the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents or students (if applicable), however caused, to the extent allowed by their respective state laws.

8. Public Records

Both parties are subject to Chapter 119, Florida Statutes. Both parties shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the BOARD in order to perform the service; (b) providing the public with access to public records on the same terms and conditions that both parties would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meeting all requirements for retaining public records and transfer to both parties, at no cost, all public records in possession of both parties upon termination of the Agreement and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to both parties in a format that is compatible with the information technology systems of both parties. The parties agree that if either party fails to comply with a public records request, then the other party must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes.

**IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, EACH PARTY SHALL CONTACT THEIR RESPECTIVE CUSTODIANS OF PUBLIC RECORDS. FOR FLVS, EMAIL [CustodianofRecords@flvs.net](mailto:CustodianofRecords@flvs.net) , OR BY PHONE 407-513-3325, OR BY MAIL TO: 2145 METROCENTER BLVD., SUITE 100, ORLANDO, FL 32835.**

9. THE PARTIES ACKNOWLEDGE THAT NEITHER PARTY MAKES A WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



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"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

FOR: School or District:

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

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

\_\_\_\_\_  
Name and Title

Ted L. Roush, Superintendent of Schools

For: Florida Virtual School:

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

\_\_\_\_\_  
Louis J. Algaze, Ph.D.

Executive Director and CEO



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## Appendix A

### Florida Services Additional Terms

This document contains additional terms and conditions applicable to the FLVS product line. In the event of a conflict between these Additional Terms and the Virtual Learning Lab Memorandum of Understanding, these Additional Terms shall control.

**1. DEFINITIONS.** All capitalized terms shall have the meaning ascribed to them in the Agreement or Memorandum to which this document is attached. In addition, the following definitions shall apply to these Additional Terms:

**1.1 "Affiliate"** shall mean, with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control of such person. "Control" as used herein means the legal, beneficial, or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting interest in such entity.

**1.2 "Agreement"** shall mean the Franchise Agreement, Memorandum of Understanding, Memorandum of Agreement, Participation Agreement, or other contract between FLVS and the Customer to which this document is attached, together with all appendices, exhibits, and attachments (including these Additional Terms).

**1.3 "Customer"** shall mean the party named as Customer, School, School District, and/or District in the Agreement or Memorandum to which this document is attached.

**1.4 "Licensed Product"** shall mean the applicable virtual learning product(s) provided to Customer pursuant to the Agreement or Memorandum to which this document is attached.

**2. Intellectual Property Rights.** Customer acknowledges and agrees that all courses, content, software, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, "Works") made available to Customer pursuant to the Agreement are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws, and FLVS (or its Affiliates or licensors) owns all right, title, and interest in and to the Works.

Customer acknowledges and agrees that it has no intellectual property interest or claims in the Works and has no rights to make any use of such Works except as expressly granted in the Agreement. Except as expressly authorized in writing by an officer of FLVS, Customer agrees not to sell, license, sublicense, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any of the Works. Customer will not act or permit any action that would impair any of FLVS' (or its Affiliates' or licensors') rights in the Works.

Customer agrees not to: (a) disassemble, reverse compile, reverse engineer, or otherwise attempt to discover the source

code of or trade secrets embodied in the Works (or any portion thereof); (b) distribute, lend, rent, sell, transfer, or grant sublicenses to, or otherwise make available the Works (or any portion thereof) to third parties, including, but not limited to, making such Works available (i) through resellers, OEMs, or other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in writing; (c) embed or incorporate in any manner the Works (or any element thereof) into other applications of Customer or third parties; (d) use or transmit the Works in violation of any applicable law, rule, or regulation, including any export/import laws; (e) in any way access, use, or copy any portion of the Works (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell, or support any product or service that is competitive with the Works; (f) remove, obscure, or alter any copyright notices or any name, logo, tagline, or other designation of FLVS or its Affiliates displayed on any portion of the Works. Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions.

Upon termination of the Agreement, all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights (collectively, "Intellectual Property Rights") shall remain with FLVS.

**3. INDEMNIFICATION.** To the extent permitted by law, FLVS and Customer hereby acknowledge their respective entitlement to sovereign immunity and the limited waiver of sovereign immunity as to certain tort and negligence claims pursuant to section 768.28 of the Florida Statutes. Nothing herein shall be construed as a waiver of any such immunity nor as an agreement by either party to indemnify or defend the other. Furthermore, nothing herein shall be construed as an obligation of either party to defend, sue, or consent to be sued by a third party. Rather, FLVS and Customer agree to be responsible only for such claims and damages caused by the tortious or otherwise negligent action or inaction of their own officers and employees while functioning within the scope of their official duties, and their respective liability for such damages shall be limited to the amounts set forth in section 768 of the Florida Statutes.

**4. FLVS WARRANTY; DISCLAIMER; LIMITATION OF LIABILITY.**



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**4.1 Limited Warranty.** FLVS cannot assure that the performance of Licensed Product will be uninterrupted or error-free, or that all Licensed Product problems will be corrected, despite FLVS' reasonable efforts to do so. FLVS does, however, warrant for the applicable Warranty Period (as defined in Section 4.2 below) that the Licensed Product will substantially conform to the applicable description and specifications contained in the Agreement. The foregoing warranty shall not apply to Licensed Product that has been modified by Customer or used in a manner that is inconsistent with the Agreement or that does not conform to the instructions and specifications contained in the Agreement or related documentation. In the event that Licensed Product does not meet the requirements of this warranty, Customer shall be responsible to so notify FLVS in writing during the Warranty Period and to provide FLVS with sufficient detail to allow FLVS to identify the problem. After receiving such notification, FLVS will undertake to correct the problem, either itself or through its licensors, by programming or content corrections, and/or reasonable "work-around" solutions. If FLVS is unable to correct the problem after a reasonable opportunity, FLVS will refund the fees paid for such Licensed Product during the current Agreement term, and Customer's license to use such Licensed Product will terminate. Any liability of FLVS under this warranty shall apply only to fees paid by Customer during Customer's then-current Agreement term, and not to any previous terms during which Customer used the Licensed Product. The foregoing states the complete and entire remedies that Customer has under this warranty. FLVS shall have no responsibility for any warranty claims made outside of the applicable Warranty Period.

**4.2 Warranty Period.** The Warranty Period shall be the first ninety (90) days of the Agreement term (whether an initial term or a renewal term). The Warranty Period for Licensed Product does not restart when an update to a course or new course version is provided pursuant to any support plan, nor do such updates come with a separate warranty.

**4.3 DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED PRODUCT, SUPPORT, OR SERVICES THAT ARE THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

**4.4 LIMITATION OF LIABILITY.** NEITHER FLVS NOR ITS LICENSORS OR SERVICE PROVIDERS SHALL BE LIABLE TO CUSTOMER FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA OR FOR CLAIMS OF A THIRD PARTY, ARISING OUT OF THE AGREEMENT, THE LICENSED PRODUCT, SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED HEREUNDER. IN ANY EVENT, WITH RESPECT TO ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF THE AGREEMENT ANY AMOUNT OF RECOVERY TO WHICH CUSTOMER MAY BE DEEMED ENTITLED SHALL BE

LIMITED TO ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER TO FLVS HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT OR OTHER ITEM OR SERVICE ON WHICH THE CLAIM IS BASED DURING CUSTOMER'S CURRENT LICENSE TERM FOR THE APPLICABLE LICENSED PRODUCT.

**5. THIRD PARTY REQUIREMENTS.** Customer is responsible for ensuring that the courses it provides through the use of the Licensed Product meet the requirements of any third party organization that Customer or its students desire to satisfy. Without limiting the general nature of the previous sentence, and to the extent applicable to the Agreement, Customer specifically agrees and understands as follows:

**5.1 National Collegiate Athletic Association ("NCAA").** The NCAA has specific guidelines regarding the acceptance of distance learning courses for student athletes. FLVS offers a variety of free, fully-accredited online courses to Florida high school students, including core options that fulfill NCAA course requirements. Additional information about which FLVS courses meet NCAA requirements is available at <https://web3.ncaa.org/hsportal/exec/hsAction?hsActionSubmit=searchHighSchool>. Customer accepts responsibility for these criteria to the extent that Customer uses any Licensed Product for students who desire to meet NCAA eligibility criteria. To ensure that NCAA eligibility for student athletes is not compromised, Customer must enter credit for course completion onto students' official transcripts. Athletic eligibility is the sole responsibility of the student and his/her school of record, who must abide by NCAA regulations. Customer understands that non-FLVS courses offered by Customer are not covered under the FLVS umbrella, and Customer will need to submit documentation to the NCAA to have any such courses approved separately.

**5.2 Advanced Placement ("AP") Courses.** Customer is responsible for completing any College Board audit procedures required with respect to any Advanced Placement ("AP") courses if Customer intends to offer any Licensed Product courses as AP courses.

## **6. COMPLIANCE WITH LAWS**

**6.1 In General.** Each party agrees to fully comply with the requirements of all applicable federal, state, and local laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to the Agreement.

**6.2 Children's Online Privacy Protection Act ("COPPA").** Customer shall be responsible for ensuring full compliance with COPPA and all rules promulgated thereunder.

**6.3 Confidential Student Information.** For the purposes of the Agreement, FLVS is hereby designated a school official for the purposes of receiving confidential student information. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student information for the purposes of the Agreement and for no other purpose. Upon the termination or expiration of the Agreement, FLVS shall maintain the confidential student information for the time period required by Florida law, and shall thereafter delete and/or destroy all originals and any copies of confidential student information and shall not retain any



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SCHOOL

confidential student information. As FLVS will be receiving student information that is otherwise confidential, FLVS shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, to the extent permitted by law, FLVS for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the Customer and its officers and employees harmless for any violation of this provision, including, but not limited to defending the Customer and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Customer, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the Customer arising out of the breach of this provision by FLVS, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that FLVS shall either intentionally or negligently violate this provision, or §1002.22 or §1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under the Agreement and shall be fully binding upon FLVS until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

**6.4 Accommodations.** Customer acknowledges that virtual learning programs are not appropriate for all students, and it is Customer's responsibility to ensure that a given Licensed Product is an appropriate placement for a particular student. For Licensed Products with FLVS-provided teacher instruction, if Customer provides access to such Licensed Products to students requiring accommodations, Customer will allow the FLVS-supplied teacher (or other individuals designated by FLVS as appropriate) to participate in planning meetings to ensure that the particular Licensed Product is an appropriate placement for such students. Notwithstanding the foregoing, FLVS will not be responsible for making any modifications to a Licensed Product's technology or content, or any other accommodations in connection with a

Licensed Product or any associated instructional services, or third-party sites or materials associated with a course, if the standard Licensed Product is not appropriate for, or is not readily usable by, a given student.

**(a) Students with Disabilities.** To the extent required by law, Customer is responsible for complying with all applicable federal IDEA requirements and any other federal, state, or local laws or regulations in connection with the use and implementation of any Licensed Product.

**(b) English Language Learner Students.** To the extent required by law, Customer is responsible for providing appropriate equal access and ensuring compliance with the Florida META Consent Decree and any other federal, state, or local laws or regulations in connection with the use and implementation of any Licensed Product.

**(c) Individual Education Plans.** To the extent required by law, Customer is responsible for providing any required services to support a student's IEP consistent with the legal requirements for serving students with special needs in a virtual school.

**6.5 Data/Security Breach.** The parties acknowledge and agree to comply with the requirements of §501.171, Florida Statutes. A breached party shall notify the other party immediately, but in no event later than thirty (30) calendar days following a determination of a breach of data security involving the other party's data. Additionally, each shall fully cooperate with the other regarding the statutory notification requirements.

**6.6 Background Screening.** As a public school, FLVS complies with all statutes regarding background screening of employees, in accordance with Florida law, specifically including, but not limited to, the requirements of §1012.465, Florida Statutes (the Jessica Lunsford Act) and §1012.32, Florida Statutes.

**7. Third Party Rights.** Nothing in the Agreement shall be construed to give any rights or benefits to anyone other than FLVS and Customer.

**Virtual Learning Lab**

flvs

**SCSB 2021-51 (REVISED/RENEWAL)**

flvs

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
FLORIDA VIRTUAL SCHOOL  
AND  
Suwannee County School Board**

This ~~2019-2020-2020-2021~~ MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Suwannee County School Board, hereinafter referred to as School or District, and FLORIDA VIRTUAL SCHOOL, hereinafter referred to as FLVS. This Memorandum of Understanding shall include the following documents which are attached hereto and incorporated herein by reference: 1. Virtual Learning Lab Memorandum of Understanding, and 2. Appendix A Florida Services Additional Terms.

**A. PURPOSE:**

The purpose of this MOU is to form a relationship between the School/District and FLVS with the intent to ensure innovative learning solutions for all students within the Virtual Learning Lab (VLL). A Virtual Learning Lab (VLL) is a school whereby students are working on FLVS course(s) taught by FLVS instructor(s) at a school with a facilitator. FLVS's goal is to provide the necessary teachers for each VLL commencing on the School's preferred start date. To accommodate your preferred state date and hire the necessary teachers, the School principal and/or authorized district representative is required to sign this MOU no later than seven days after document is received so that both parties are in agreement of this commitment.

**B. FLVS is responsible for:**

1. Training for the VLL school facilitator.
2. Training for the School Counselor(s).
3. A registration process specifically designed for VLL students.
4. Ongoing support from an FLVS instructor and/or a Blended Learning Specialist Learning Specialist.
5. Highly-qualified, state-certified instructors.
6. Invoicing for successfully completed enrollments.
7. Providing data required for FTE reporting by district (as permitted by the FDLE).

**C. School/District is responsible for providing:**

1. Selecting academically appropriate courses by benchmark dates as stated above and within the enrollment period:
  - \* Fall: May 31 to September 1
  - \* Spring: November 15 to January 31
  - \* Summer: April 1 to June 1
2. Provide FLVS a complete student information roster with the minimum data requirements (last name, first name, date of birth, gender and grade level). Noncompliance will result in FTE reported by FLVS.
3. Accurate request for reservation to secure courses.
4. Virtual Learning Lab facilitator to monitor students - does not have to be a certified instructor.
5. Computer access and other minimum technology required as listed on the FLVS website for the students to take the courses. This includes computer access 4 to 6 hours each week per course.
6. Two-way long-distance communication access for FLVS instructor - student phone calls.
7. Parent's notification of student's participation in FLVS course.

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8. FTE submission associated with these enrollments.

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**D. Fees:**

FLVS will invoice the school district for each billable enrollment at \$325.00 per each half credit completion. School district shall pay the bill/invoice in accordance with this contract at Net 30 days.

**2.1 Billable Enrollments:** Any half credit completion issued by FLVS instructor through final grade report sent via Virtual School Administrator (VSA).

**3.2 Invoice Schedule:** School/District will be invoiced for enrollments that have completed during each billing cycle identified by status 'Completed' in VSA. The billing cycle is outlined in the invoicing schedule section below. The final billing amount will be net of amount paid by the district in the first billing. (October 1/January 15; March 1/June 30; July 1/August 15).

Cycle	Enrollment Data Date Range	Invoice Sent
Cycle 1	July-- October	Mid-November
Cycle 2	November - February	Mid-March
Cycle 3	March-- June	End of June
Cycle 4	True-up/Enrollments not captured in previous cycle	Mid-July

**4.3** All fees associated with Advanced Placement and Industry Certification examinations will be the responsibility of the school or district reporting the FTE.

**BILLING CONTACT PERSONEL:**

School or District	Florida Virtual School
<b>Name:</b> Mary Ann Chaney	<b>Name:</b> Carmen Brehol
<b>School/District Address:</b> 1729 Walker Ave., SW, Suite 200 1740 Ohio Ave. S, Live Oak, FL 32064 3206^	<b>Address:</b> 2145 Metrocenter Blvd. Suite 100 Orlando, Florida 32835
<b>Email:</b> mary.chaney@suwannee.k12.fl.us many.chaney@suwannee.k12.fl.us	<b>Email:</b> cbrehol@flvs.net cbrehol@flvs.net
<b>Telephone No.:</b> 386-647-4627	<b>Telephone No.:</b> 407-513-3615

**E. FAILURE TO COMPLY WITH THE TERMS OF THIS MOU MAY RESULT IN DENIAL OF FUTURE VLL REQUESTS AT THE RATE STATE ABOVE.**

**F. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

**1.4 ACADEMIC INTEGRITY IN THE VLL:** Each staff member has a stake in ensuring the highest standards of academic integrity. Teachers synchronize various aspects of FLVS to ensure the best possible experiences for their students.

**Instructors will:**

- Act as a resource for student questions.
- Submit various assignments into the Turnitin.com database.
- Coordinate any academic integrity issues with the lab facilitator, their Instructional Leader,

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- and Academic Integrity Support Personnel.
- Verify student mastery of content through Discussion-Based Assessments and authentic assessments.
- Convey incidents and consequences to the student and facilitator.

**Facilitators will:**

- Provide supervision through close proximity while circulating the lab.
  - Encourage students to seek support from FLVS instructors.
  - Encourage students to seek support from ~~the facilitator~~ the facilitator.
  - Discourage inappropriate collaboration of students.
  - Ensure students are provided with appropriate equipment and that equipment is not shared by students who are actively working in the same FLVS coursework.
  - Require that students protect their password information and coursework.
  - Protect students' ~~user names~~ usernames, passwords, and other private information.
  - Adjust seating arrangements to help promote students' integrity.
  - Communicate with the student, FLVS Instructor and Academic Integrity Investigator with regard to concerns and consequences.
2. **MODIFICATION:** Modifications to this Agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changed being performed.
3. **PARTICIPATION IN SIMILAR ACTIVITIES:** This Agreement in no way restricts FLVS or School or District from participating in similar activities with other public or private agencies, organizations, and individuals.

4. **MAIN POINT OF CONTACT:** Contact your District Relations Manager (<https://flvs.net/florida-school-solutions/contacts>) with questions concerning this Agreement. The main point of contact for this

instrument is:

School Authorized Official:

X

Ted L.

Schools Signing

here acknowledges desired LAB participation.

OCT 08 2019

School Authorized Official:

X

Signing here acknowledges desired LAB participation.

Ted L. Roush, Superintendent of Schools

5. **COMPLIANCE:** The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination and Immigration.
6. **COMMENCEMENT/EXPIRATION DATE:** This Agreement is executed as of the date of last signature and is effective through ~~6/30/2020~~ 6/30/2021 at which time it will expire unless extended.
7. **LIABILITIES:** It is understood that neither part to this Memorandum of Understanding is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents or students (if applicable), however caused, to the extent allowed

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by their respective state laws.

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8. Public Records

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Both parties are subject to Chapter 119, Florida Statutes. Both parties are subject to Section 2019.041, F.S. (REVISED/RENEWAL

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Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the BOARD in order to perform the service; (b) providing the public with access to public records on the same terms and conditions that both parties would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meeting all requirements for retaining public records and transfer to both parties, at no cost, all public records in possession of both parties upon termination of the Agreement and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to both parties in a format that is compatible with the information technology systems of both parties. The parties agree that if either party fails to comply with a public records request, then the other party must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes.


IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, EACH PARTY SHALL CONTACT THEIR RESPECTIVE CUSTODIANS OF PUBLIC RECORDS. FOR FLVS, EMAIL [CustodianofRecords@flvs.net](mailto:CustodianofRecords@flvs.net), OR BY PHONE 407-513-3325, OR BY MAIL TO: 2145 METROCENTER BLVD., SUITE 100, ORLANDO, FL 32835.

9. THE PARTIES ACKNOWLEDGE THAT NEITHER PARTY MAKES A WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

  
Chairperson, Suwannee County School Board  
his agreement as of the last written date below

  
Ted L. Roush, Superintendent of  
Schools

  
Dr. Louis J. Algaze, President and CEO

Approved as to Form and Sufficiency  
BY   
Leonard J. Dietzen, III

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

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**FLORIDA VIRTUAL  
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the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents or students (if applicable), however caused, to the extent allowed by their respective state laws.

8.

**Public Records**

Both parties are subject to Chapter 119, Florida Statutes. Both parties shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the BOARD in order to perform the service; (b) providing the public with access to public records on the same terms and conditions that both parties would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meeting all requirements for retaining public records and transfer to both parties; at no cost, all public records in possession of both parties upon termination of the Agreement and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to both parties in a format that is compatible with the information technology systems of both parties. The parties agree that if either party fails to comply with a public records request, then the other party must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes.

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METROCENTER BLVD., SUITE 100, ORLANDO, FL 32835.**

9.

**THE PARTIES ACKNOWLEDGE THAT NEITHER PARTY MAKES A WARRANTY OF ANY KIND  
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"Approved as to Form and Sufficiency

BY

Leonard J. Dietzen, III

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Rumberger, Kirk & Caldwell, P.A. | Suwannee School Board Attorney's

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

FOR: School or District:

Chairperson, Suwannee County School Board

Date:

Name and Title

Ted L. Roush, Superintendent of  
Schools

OCT 18 2019

For: Florida Virtual School:

Date:

Louis J. Algaze, Ph.D. Executive Director and CEO



This document contains additional terms and conditions applicable to the FLVS product line. In the event of a conflict between these Additional Terms and the Virtual Learning Lab Memorandum of Understanding, these Additional Terms shall control.

**DEFINITIONS.** All capitalized terms shall have the meaning ascribed to them in the Agreement or Memorandum to which this document is attached. In addition, the following definitions shall apply to these Additional Terms:

1.1 "Affiliate" shall mean, with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control of such person. "Control" as used herein means the legal, beneficial, or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting interest in such entity.

1.2 "Agreement" shall mean the Franchise Agreement, Memorandum of Understanding, Memorandum of Agreement, Participation Agreement, or other contract between FLVS and the Customer to which this document is attached, together with all appendices, exhibits, and attachments (including these Additional Terms).

**1.3 "Customer"** shall mean the party named as Customer, School, School District, and/or District in the Agreement or Memorandum to which this document is attached.

**1.4 "Licensed Product"** shall mean the applicable virtual learning product(s) provided to Customer pursuant to the Agreement or Memorandum to which this document is attached.

2. **Intellectual Property Rights.** Customer acknowledges and agrees that all courses, content, software, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, "Works") made available to Customer pursuant to the Agreement are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws, and FLVS (or its Affiliates or licensors) owns all right, title, and interest in and to the Works.

Customer acknowledges and agrees that it has no intellectual property interest or claims in the Works and has no rights to make any use of such Works, except as expressly granted in the Agreement. Except as expressly authorized in writing by an officer of FLVS, Customer agrees not to sell, license, sublicense, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any of the Works. Customer will not act or permit any action that would impair any of FLVS' (or its Affiliates' or licensors') rights in the Works.

Customer agrees not to: (a) disassemble, reverse compile, reverse engineer, or otherwise attempt to discover the source code of or trade secrets embodied in the Works (or any portion thereof); (b) distribute, lend, rent, sell, transfer, or grant sublicenses to, or

otherwise make available the Works (or any portion thereof) to third parties, including, but not limited to, making such Works available (i) through resellers, OEMs, or other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in writing; (c) embed or incorporate in any manner the Works (or any element thereof) into other applications of Customer or third parties; (d) use or transmit the Works in violation of any applicable law, rule, or regulation, including any export/import laws; (e) in any way access, use, or copy any portion of the Works (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell, or support any product or service that is competitive with the Works; (f) remove, obscure, or alter any copyright notices or any name, logo, tagline, or other designation of FLVS or its Affiliates displayed on any portion of the Works. Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions.

Upon termination of the Agreement, all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights (collectively, "Intellectual Property Rights") shall remain with FLVS.

**3. INDEMNIFICATION.** To the extent permitted by law, Customer agrees to defend, indemnify, and hold harmless FLVS and its Affiliates and all of their employees, contractors, officers, and board members from and against any and all liabilities, claims, damages, injuries, judgments, demands, and expenses (including court costs and attorney's fees), including third party claims, that arise out of or in connection with (i) any breach or default by Customer in the performance of any of its obligations under the Agreement; (ii) any act, omission, or negligence of Customer or any officer, agent, employee, or contractor of Customer; (iii) Customer's failure to comply with laws, rules, and regulations related to or arising from the Agreement; or (iv) any data or security breach (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of FLVS. Upon written request by FLVS, Customer shall defend FLVS (if requested by FLVS, in the name of FLVS) by attorneys and other professionals reasonably approved by FLVS. Customer understands that this obligation of indemnification and duty to defend survives the expiration or termination of the Agreement and is not limited in any respect by insurance coverage or limitation of liability.

~~3.1 To the extent permitted by law, FLVS agrees to defend, indemnify, and hold harmless Customer and its Affiliates and all of their employees, contractors, officers, and board members from and against any and all liabilities, claims, damages, injuries, judgments,~~

demands, and expenses (including court costs and attorney's fees), including third party claims, that arise out of or in connection with (i) any breach or default by FLVS in the performance of any of its obligations under the Agreement; (ii) any act, omission, or negligence of FLVS or any officer, agent, employee, or contractor of FLVS; (iii) FLVS' failure to comply with

Customer. FLVS understands that this obligation of indemnification and duty to defend survives the expiration or termination of the Agreement and is not limited in any respect by insurance coverage or limitation of liability.

3. INDEMNIFICATION. To the extent permitted by law, FLVS and Customer hereby acknowledge their respective entitlement to sovereign immunity and the limited waiver of sovereign immunity as to certain tort and negligence claims pursuant to section 768.28 of the Florida Statutes. Nothing herein shall be construed as a waiver of any such immunity nor as an agreement by either party to indemnify or defend the other. Furthermore, nothing herein shall be construed as an obligation of either party to defend, sue, or consent to be sued by a third party. Rather, FLVS and Customer agree to be responsible only for such claims and damages caused by the tortious or otherwise negligent action or inaction of their own officers and employees while functioning within the scope of their official duties, and their respective liability for such damages shall be limited to the amounts set forth in section 768 of the Florida Statutes.

4. FLVS WARRANTY; DISCLAIMER; LIMITATION OF LIABILITY.

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laws, rules, and regulations related to or arising from the Agreement; or (iv) any data or security breach (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of Customer. Upon written request by Customer, FLVS shall defend Customer (if requested by Customer, in the name of Customer) by attorneys and other professionals reasonably approved by

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### FLORIDA VIRTUAL SCHOOL

**4.1 Limited Warranty.** FLVS cannot assure that the performance of Licensed Product will be uninterrupted or error-free, or that all Licensed Product problems will be corrected, despite FLVS' reasonable efforts to do so. FLVS does, however, warrant for the applicable Warranty Period (as defined in Section

4.2 below) that the Licensed Product will substantially conform to the applicable description and specifications contained in the Agreement. The foregoing warranty shall not apply to Licensed Product that has been modified by Customer or used in a manner that is inconsistent with the Agreement or that does not conform to the instructions and specifications contained in the Agreement or related documentation. In the event that Licensed Product does not meet the requirements of this warranty, Customer shall be responsible to so notify FLVS in writing during the Warranty Period and to provide FLVS with sufficient detail to allow FLVS to identify the problem. After receiving such notification, FLVS will undertake to correct the problem, either itself or through its licensors, by programming or content corrections, and/or reasonable "work-around" solutions. If FLVS is unable to correct the problem after a reasonable opportunity, FLVS will refund the fees paid for such Licensed Product during the current Agreement term, and Customer's license to use such Licensed Product will terminate. Any liability of FLVS under this warranty shall apply only to fees paid by Customer during Customer's then-current Agreement term, and not to any previous terms during which Customer used the Licensed Product. The foregoing states the complete and entire remedies that Customer has under this warranty. FLVS shall have no responsibility for any warranty claims made outside of the applicable Warranty Period.

**4.2 Warranty Period.** The Warranty Period shall be the first ninety (90) days of the Agreement term (whether an initial term or a renewal term). The Warranty Period for Licensed Product does not restart when an update to a course or new course version is provided pursuant to any support plan, nor do such updates come with a separate warranty.

**4.3 DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED PRODUCT, SUPPORT, OR SERVICES THAT ARE THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

**4.4 LIMITATION OF LIABILITY.** NEITHER FLVS NOR ITS LICENSORS OR SERVICE PROVIDERS SHALL BE LIABLE TO CUSTOMER FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA, OR FOR CLAIMS OF A THIRD PARTY, ARISING OUT OF THE AGREEMENT, THE LICENSED PRODUCT, SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED HEREUNDER, EVEN IF FLVS OR ITS LICENSORS OR SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN WITH RESPECT OF TO ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF THE AGREEMENT, ANY AMOUNT OF RECOVERY TO WHICH CUSTOMER MAY BE DEEMED ENTITLED SHALL BE

LIMITED TO RECEIVING-ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER TO FLVS HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT OR OTHER ITEM OR SERVICE ON WHICH THE CLAIM IS BASED, DURING CUSTOMER'S CURRENT LICENSE TERM FOR THE APPLICABLE LICENSED PRODUCT.

**5. THIRD PARTY REQUIREMENTS.** Customer is responsible for ensuring that the courses it provides through the use of the Licensed Product meet the requirements of any third party organization that Customer or its students desire to satisfy. Without limiting the general nature of the previous sentence, and to the extent applicable to the Agreement, Customer specifically agrees and understands as follows:

**5.1 National Collegiate Athletic Association ("NCAA").** The NCAA has specific guidelines regarding the acceptance of distance learning courses for student athletes. FLVS offers a variety of free, fully-accredited online courses to Florida high school students, including core options that fulfill NCAA course requirements. Additional information about which FLVS courses meet NCAA requirements is available at <https://web3.ncaa.org/hs-do-ital/exec/hsAction?hsActionSubmit=searchHighSchoolhttps://web3.ncaa.org/hsPortal/exec/hsAction?hsActionSubmit=searchHighSchool>. Customer accepts responsibility for these criteria to the extent that Customer uses any Licensed Product for students who desire to meet NCAA eligibility criteria. To ensure that NCAA eligibility for student athletes is not compromised, Customer must enter credit for course completion onto students' official transcripts. Athletic eligibility is the sole responsibility of the student and his/her school of record, who must abide by NCAA regulations. Customer understands that non-FLVS courses offered by Customer are not covered under the FLVS umbrella, and Customer will need to submit documentation to the NCAA to have any such courses approved separately.

**5.2 Advanced Placement ("AP") Courses.** Customer is responsible for completing any College Board audit procedures required with respect to any Advanced Placement ("AP") courses if Customer intends to offer any Licensed Product courses as AP courses.

## 6. COMPLIANCE WITH LAWS

**6.1 In General.** Each party agrees to fully comply with the requirements of all applicable federal, state, and local laws, ~~FLVS~~ FLORIDA VIRTUAL SCHOOL

6.1 codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to the Agreement.

**6.2 Children's Online Privacy Protection Act ("COPPA").** Customer shall be responsible for ensuring full compliance with COPPA and all rules promulgated thereunder.

**6.3 Confidential Student Information.** For the purposes of the Agreement, FLVS is hereby designated a school official for the purposes of receiving confidential student information. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student information for the purposes of the Agreement and for no other purpose. Upon the termination or expiration of the Agreement, FLVS shall maintain the confidential student information for the time period required by Florida law, and shall thereafter delete and/or destroy all originals and any copies of confidential student information and shall not retain any

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**6.3** confidential student information. As FLVS will be receiving student information that is otherwise confidential, FLVS shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, to the extent permitted by law, FLVS for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the Customer and its officers and employees harmless for any violation of this provision, including, but not limited to defending the Customer and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Customer, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the Customer arising out of the breach of this provision by FLVS, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that FLVS shall either intentionally or negligently violate this provision, or §1002.22 or §1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under the Agreement and shall be fully binding upon FLVS until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

**6.4 Accommodations.** Customer acknowledges that virtual learning programs are not appropriate for all students, and it is Customer's responsibility to ensure that a given Licensed Product is an appropriate placement for a particular student. For Licensed Products with FLVS-provided teacher instruction, if Customer provides access to such Licensed Products to students requiring accommodations, Customer will allow the FLVS-supplied teacher (or other individuals designated by FLVS as appropriate) to participate in planning meetings to ensure that the particular Licensed Product is an appropriate placement for such students. Notwithstanding the foregoing, FLVS will not be responsible for making any modifications to a Licensed Product's technology or content, or any other accommodations in connection with a

**6.4** Licensed Product or any associated instructional services, or third-party sites or materials associated with a course, if the standard Licensed Product is not appropriate

for, or is not readily usable by, a given student.

(a) **Students with Disabilities.** To the extent required by law, Customer is responsible for complying with all applicable federal IDEA requirements and any other federal, state, or local laws or regulations in connection with the use and implementation of any Licensed Product.

(b) **English Language Learner Students.** To the extent required by law, Customer is responsible for providing appropriate equal access and ensuring compliance with the Florida META Consent Decree and any other federal, state, or local laws or regulations in connection with the use and implementation of any Licensed Product.

(c) **Individual Education Plans.** To the extent required by law, Customer is responsible for providing any required services to support a student's IEP consistent with the legal requirements for serving students with special needs in a virtual school.

**6.5 Data/Security Breach.** The parties acknowledge and agree to comply with the requirements of §501.171, Florida Statutes. A breached party shall notify the other party immediately, but in no event later than thirty (30) calendar days following a determination of a breach of data security involving the other party's data. Additionally, each shall fully cooperate with the other regarding the statutory notification requirements.

**6.6 Background Screening.** As a public school, FLVS complies with all statutes regarding background screening of employees, in accordance with Florida law, specifically including, but not limited to, the requirements of §1012.465, Florida Statutes (the Jessica Lunsford Act) and §1012.32, Florida Statutes.

**7. Sovereign Immunity.** FLVS intends to avail itself of the benefits of §768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of the Agreement shall be construed as a waiver of FLVS' right to sovereign immunity under §768.28, Florida Statutes, or other limitations imposed on FLVS' potential liability under state or federal law. Customer agrees that FLVS shall not be liable under the Agreement for punitive damages

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or interest for the period before judgment. Further, FLVS shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in the Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of the Agreement.

7.1 Customer intends to avail itself of the benefits of §768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of the Agreement shall be construed as a waiver of Customer's right to sovereign immunity under §768.28, Florida Statutes, or other limitations imposed on Customer's potential liability under state or federal law. FLVS agrees that Customer shall not be liable under the Agreement for punitive damages or interest for the period before judgment. Further, Customer shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other

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claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in the Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of the Agreement.

8.7. Third Party Rights. Nothing in the Agreement shall be construed to give any rights or benefits to anyone other than FLVS and Customer.

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Summary Report	
Title	compareDocs Comparison Results
Date & Time	7/8/2020 9:00:40 AM
Comparison Time	2.01 seconds
compareDocs version	v4.3.400.130

Sources	
Original Document	SCSB 2020-65 FLVS VLL Fully Executed.pdf
Modified Document	SCSB 2021-51 FLVS VLL.pdf

Comparison Statistics		Word Rendering Set Markup Options	
Insertions	53	Name	Standard
Deletions	22	<u>Insertions</u>	
Changes	30	<u>Deletions</u>	
Moves	0	<u>Moves / Moves</u>	
Font Changes	0	Font Changes	
Paragraph Style Changes	0	Paragraph Style Changes	
Character Style Changes	0	Character Style Changes	
TOTAL CHANGES	105	Inserted cells	
		Deleted cells	
		Merged cells	
		Changed lines	Mark left border.
		Comments color	By Author.
		Balloons	False

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



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
FLORIDA VIRTUAL SCHOOL  
AND

Suwannee County School Board

This 2020-2021 MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Suwannee County School Board, hereinafter referred to as School or District, and FLORIDA VIRTUAL SCHOOL, hereinafter referred to as FLVS. This Memorandum of Understanding shall include the following documents which are attached hereto and incorporated herein by reference: 1. Blended Learning Community Memorandum of Understanding, and 2. Appendix A Florida Services Additional Terms.

A. PURPOSE:

The purpose of this MOU is to form a relationship between the School /District and FLVS with the intent to ensure innovative learning solutions for all students within the Blended Learning Community (BLC). A Blended Learning Community (BLC) is a school whereby two (2) or more students are working on the FLVS course(s), taught by an FLVS instructor, in a learning location at a school with a dedicated facilitator. FLVS's goal is to provide the necessary teachers for each Blended Learning Community (BLC) commencing on the School's preferred start date. To accommodate your preferred start date and hire the necessary teachers, the School principal and/or authorized District Representative is required to sign this MOU no later than seven (7) days after document is received so that both parties are in agreement of this commitment.

B. Notice in Advance of Start Date: To accommodate the School preferred start date and to hire the appropriate number of teachers, the following guidelines are in order:

1. BLCs with 2-29 students will require a minimum of 10 days advanced notice by submitting a formal request of course(s) with number of seats in our student information system, Virtual School Administrator (VSA), in order to provide the appropriate teachers by the preferred start date for the BLC.
2. BLCs with 30-149 students will require 30 days advanced notice by submitting a formal request of course(s) with number of seats in our student information system, Virtual School Administrator (VSA), in order to provide the appropriate teachers by the preferred start date for the BLC.
3. BLCs with 150 plus students will require 60 days advanced notice by submitting a formal request of course(s) with number of seats in our student information system, Virtual School Administrator (VSA), in order to provide the appropriate teachers by the preferred start date for the BLC.

C. FLVS is responsible for:

1. Training for the BLC school facilitator, including an emphasis on Blended Learning support strategies.
2. Training for the School Counselor(s).
3. Training for the District and School Administration.
4. A registration process specifically designed for BLC students.
5. Ongoing virtual and/or face-to-face support from a FLVS instructor, District Relations Manager, Blended Learning Specialist, and FLVS support staff.
6. Highly-qualified, state-certified instructors.





7. Direct instruction using synchronous teaching methods.
8. Providing ongoing evaluation and support of all members of the Blended Learning Community.
9. Providing progress monitoring tools at student and school level.
10. Invoicing for applicable enrollments.
11. Providing data required for FTE reporting by District (as permitted by FDLE).

D. School District is responsible for providing:

1. Accurate request for reservation to secure courses.
2. Selecting academically appropriate courses by benchmark dates as stated above and within the enrollment period:
  - Fall: May 31 to September 1
  - Spring: November 15 to January 31
  - Summer: April 1 to June 1
3. Provide FLVS a complete student information roster with the minimum data requirements (last name, first name, date of birth, gender and grade level). Noncompliance will result in FTE reported by FLVS.
4. Dedicated Blended Learning Community (BLC) facilitator to monitor students and verify attendance – does not have to be a certified Instructor.
5. Student computer access (4 – 6 hours each week per course) and other minimum technology required as listed on the FLVS website at <https://www.flvs.net/student-resources/system-requirements>.
6. Two-way long-distance communication access for FLVS Instructor – student phone calls.
7. Access to stakeholders involved in the success of the BLC for training and communications from FLVS.
8. Parent's notification of student's participation in the Blended Learning Community.
9. Reporting and Collecting the FTE associated with these enrollments for the students.
10. Uphold and support the FLVS policies regarding Academic Integrity by helping to minimize individual student violations and hold students accountable that do not follow AI policies.

E. Fees

FLVS will invoice the School district on the 30<sup>th</sup> day for each billable enrollment\* within the Blended Learning Community at \$267.00 per each half credit enrollment. School District shall pay the invoice within forty-five (45) days of receipt of the undisputed invoice in accordance with the local Government Prompt Payment Act.

1. **Billable Enrollments:** Any enrollments\* in Classroom Assigned (CA) or Active (A) status in VSA for a minimum of 30 consecutive days or 20% complete in any status; FLVS will bill the school/district for the student, regardless of the student's status upon receipt of invoice.

*\*Segment 2 enrollments of a full credit course will become billable once enrollments are either 20% complete or have been in CA or A status for at least 30 calendar days of second semester start.*

Second Semester for the designated School or District begins on JANUARY 5, 2021.

2. **Invoice Schedule:** District will be invoiced for each billable enrollment Classroom Assigned or Active in VSA for 30 consecutive days or 20% complete in any status (on or near: mid-October, mid-February, and mid-June). FLVS will bill the school/district for the student, regardless of the student's status upon receipt of the invoice.

Cycle	Enrollment Data Date Range	Invoice Sent
Cycle 1	July - October	Mid-November
Cycle 2	November - February	Mid-March
Cycle 3	March - June	End of June
Cycle 4	True-up/Enrollments not captured in previous cycle	Mid-July





3. All fees associated with Advanced Placement and Industry Certification examinations will be the responsibility of the school or district reporting the FTE.

**Billing Contact Personnel:**

School or District	Florida Virtual School
<b>Name:</b> Mary Ann Chaney	<b>Name:</b> Carmen Brehoi
<b>School/District Address:</b> 1740 Ohio Ave S, Live Oak, FL 32064	<b>Address:</b> 2145 Metrocenter Blvd. Suite 100 Orlando, Florida 32835
<b>Email:</b> mary.chaney@suwannee.k12.fl.us	<b>Email:</b> cbrehoi@flvs.net
<b>Telephone No.:</b> 386-647-4627	<b>Telephone No.:</b> 407-513-3615

- F. FAILURE TO COMPLY WITH THE TERMS OF THIS MOU MAY RESULT IN ONE OR MORE OF THE CONSEQUENCES BELOW:
  1. Delayed start date.
  2. Students placed as traditional FLVS Flex Virtual Learning Lab (VLL) students.
  3. Future lab request(s) may be denied.
  4. Completed students' lists should be submitted no later than one (1) month from BLC start date; otherwise student will be enrolled as Flex, and the FTE sharing will apply for enrollments not tagged as BLC.
- G. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:
  1. ACADEMIC INTEGRITY IN THE BLC. Each staff member has a stake in ensuring the highest standards of academic integrity. Teachers synchronize various aspects of FLVS to ensure the best possible experiences for their students.

**Instructors will:**

- Act as a resource for student questions.
- Submit various assignments into the **Turnitin.com** database.
- Coordinate any academic integrity issues with the lab facilitator, their Instructional Leader, and Academic Integrity Support Personnel.
- Verify student mastery of content through Discussion-Based Assessments and authentic assessments.
- Convey incidents and consequences to the student and facilitator.

**Facilitators will:**

- Provide supervision through close proximity while circulating the lab.
- Encourage students to seek support from FLVS Instructors.
- Encourage student to seek support from the facilitator.
- Discourage inappropriate collaboration of students.
- Ensure students are provided with appropriate equipment and that the equipment is not shared by students who are actively working in the same FLVS coursework.
- Require that students protect their password information and coursework.
- Protect students' user names, passwords, and other private information.
- Adjust seating arrangements to help promote students' integrity.
- Communicate with the student, FLVS Instructor and Academic Integrity Investigator with regards to concerns and consequences.



2. MODIFICATION: Modifications to this Agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changes being performed.
3. PARTICIPATION IN SIMILAR ACTIVITIES: This Agreement in no way restricts FLVS or School or District from participating in similar activities with other public or private agencies, organizations and individuals.
4. MAIN POINT OF CONTACT: Contact your District Relations Manager (<https://flvs.net/florida-school-solutions/contacts>) with questions concerning this Agreement. The main point of contact for this instrument is:

School Authorized Official:

X \_\_\_\_\_

Signing here acknowledges desired LAB participation.

Ted L. Roush, Superintendent of Schools

5. COMPLIANCE: The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination and Immigration.
6. COMMENCEMENT/EXPIRATION DATE: This Agreement is executed as of the date of last signature and is effective through 6/30/2021 at which time it will expire unless extended by mutual written agreement of both parties. Classes will begin in August 2020 for the 2020-2021 school year.
7. LIABILITIES: It is understood that neither party to this Memorandum of Understanding is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its own negligent acts or omissions and those of its officers, employees, and agents, to the extent allowed by their respective state laws.
8. CONFIDENTIALITY OF STUDENT RECORDS  
FLVS understands and agrees that it is subject to all federal and state laws and School Board rules relating to the confidentiality of student information. FLVS further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. §99. FLVS shall regard all student information as confidential and will not disclose the student information to any third party.
9. PUBLIC RECORDS  
Both parties are subject to Chapter 119, Florida Statutes. Both parties shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the BOARD in order to perform the service; (b) providing the public with access to public records on the same terms and conditions that both parties would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meeting all requirements for retaining public records and transfer to both parties, at no cost, all public records in possession of both parties upon termination of the Agreement and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored



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electronically must be provided to both parties in a format that is compatible with the information technology systems of both parties. The parties agree that if either party fails to comply with a public records request, then the other party must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes.

**IF THE EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, EACH PARTY SHALL CONTACT THEIR RESPECTIVE CUSTODIANS OF PUBLIC RECORDS. FOR FLVS, EMAIL, CustodianofRecords@flvs.net, OR BY PHONE 407-513-3325, OR BY MAIL TO: 2145 METROCENTER BLVD., SUITE 100, ORLANDO, FL 32835.**

**10. TERMINATION FOR CONVENIENCE**

Anything to the contrary notwithstanding, School, a school district and governmental entity, may terminate this Agreement without cause and for convenience with thirty (30) days prior written notice to FLVS. In the event of a termination for convenience, School shall pay FLVS for all services properly and fully rendered prior to the date of termination. In the event of such termination, the parties--by mutual written agreement--may extend the notice of termination period to one beyond the 30-day notice period prescribed herein to ensure completion of services by vendor and/or to prevent any interruption of instruction and disruption of the delivery of services to the students.

**11. THE PARTIES ACKNOWLEDGE THAT NEITHER PARTY IS MAKING A WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**12. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Agreement is intended to be, nor shall be construed as, an extension of liability beyond the statutory limitations of liability set forth in section 768.28, Florida Statutes.**

*(Signature on the Following Page)*



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SCSB 2021-52 (REVISED/RENEWAL)

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

FOR: School or District:

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

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

Name and Title:

Ted L. Roush, Superintendent of Schools

FOR: FLORIDA VIRTUAL SCHOOL

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

\_\_\_\_\_  
Louis J. Algaze, Ph.D.

Executive Director & CEO



## Appendix A

### Florida Services Additional Terms

This document contains additional terms and conditions applicable to the FLVS product line. In the event of a conflict between these Additional Terms and the Blended Learning Community Memorandum of Understanding, these Additional Terms shall control.

1. **DEFINITIONS.** All capitalized terms shall have the meaning ascribed to them in the Agreement or Memorandum to which this document is attached. In addition, the following definitions shall apply to these Additional Terms:

1.1 **"Affiliate"** shall mean, with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control of such person. "Control" as used herein means the legal, beneficial, or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting interest in such entity.

1.2 **"Agreement"** shall mean the Franchise Agreement, Memorandum of Understanding, Memorandum of Agreement, Participation Agreement, or other contract between FLVS and the Customer to which this document is attached, together with all appendices, exhibits, and attachments (including these Additional Terms).

1.3 **"Customer"** shall mean the party named as Customer, School, School District, and/or District in the Agreement or Memorandum to which this document is attached.

1.4 **"Licensed Product"** shall mean the applicable virtual learning product(s) provided to Customer pursuant to the Agreement or Memorandum to which this document is attached.

2. **Intellectual Property Rights.** Customer acknowledges and agrees that all courses, content, software, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, "Works") made available to Customer pursuant to the Agreement are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws, and FLVS (or its Affiliates or licensors) owns all right, title, and interest in and to the Works.

Customer acknowledges and agrees that it has no intellectual property interest or claims in the Works and has no rights to make any use of such Works except as expressly granted in the Agreement. Except as expressly authorized in writing by an officer of FLVS, Customer agrees not to sell, license, sublicense, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any of the Works. Customer will not act or permit any action that would impair any of FLVS' (or its Affiliates' or licensors') rights in the Works.

Customer agrees not to: (a) disassemble, reverse compile, reverse engineer, or otherwise attempt to discover the source code of or trade secrets embodied in the Works (or any portion thereof); (b) distribute, lend, rent, sell, transfer, or grant sublicenses to, or otherwise make available the Works (or any portion thereof) to third parties, including, but not limited to, making such Works available (i) through resellers, OEMs, or other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in writing; (c) embed or incorporate in any manner the Works (or

any element thereof) into other applications of Customer or third parties; (d) use or transmit the Works in violation of any applicable law, rule, or regulation, including any export/import laws; (e) in any way access, use, or copy any portion of the Works (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell, or support any product or service that is competitive with the Works; (f) remove, obscure, or alter any copyright notices or any name, logo, tagline, or other designation of FLVS or its Affiliates displayed on any portion of the Works. Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions.

Upon termination of the Agreement, all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights (collectively, "Intellectual Property Rights") shall remain with FLVS.

3. **INDEMNIFICATION.** To the extent permitted by law, FLVS and Customer hereby acknowledge their respective entitlement to sovereign immunity and the limited waiver of sovereign immunity as to certain tort and negligence claims pursuant to section 768.28 of the Florida Statutes. Nothing herein shall be construed as a waiver of any such immunity nor as an agreement by either party to indemnify or defend the other. Furthermore, nothing herein shall be construed as an obligation of either party to defend, sue, or consent to be sued by a third party. Rather, FLVS and Customer agree to be responsible only for such claims and damages caused by the tortious or otherwise negligent action or inaction of their own officers and employees while functioning within the scope of their official duties, and their respective liability for such damages shall be limited to the amounts set forth in section 768 of the Florida Statutes.

4. **FLVS WARRANTY; DISCLAIMER; LIMITATION OF LIABILITY.**

- 4.1 **Limited Warranty.** FLVS cannot assure that the performance of Licensed Product will be uninterrupted or error-free, or that all Licensed Product problems will be corrected, despite FLVS' reasonable efforts to do so. FLVS does, however, warrant for the applicable Warranty Period (as defined in Section 4.2 below) that the Licensed Product will substantially conform to the applicable description and specifications contained in the Agreement. The foregoing warranty shall not apply to Licensed Product that has been modified by Customer or used in a manner that is inconsistent with the Agreement or that does not conform to the instructions and specifications contained in the Agreement or related documentation. In the event that Licensed Product does not meet the requirements of this warranty, Customer shall be responsible to so notify FLVS in writing during the Warranty Period and to provide FLVS with sufficient detail to allow FLVS to identify the problem. After receiving such



notification, FLVS will undertake to correct the problem, either itself or through its licensors, by programming or content corrections, and/or reasonable "work-around" solutions. If FLVS is unable to correct the problem after a reasonable opportunity, FLVS will refund the fees paid for such Licensed Product during the current Agreement term, and Customer's license to use such Licensed Product will terminate. Any liability of FLVS under this warranty shall apply only to fees paid by Customer during Customer's then-current Agreement term, and not to any previous terms during which Customer used the Licensed Product. The foregoing states the complete and entire remedies that Customer has under this warranty. FLVS shall have no responsibility for any warranty claims made outside of the applicable Warranty Period.

**4.2 Warranty Period.** The Warranty Period shall be the first ninety (90) days of the Agreement term (whether an initial term or a renewal term). The Warranty Period for Licensed Product does not restart when an update to a course or new course version is provided pursuant to any support plan, nor do such updates come with a separate warranty.

**4.3 DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED PRODUCT, SUPPORT, OR SERVICES THAT ARE THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

**4.4 LIMITATION OF LIABILITY.** NEITHER FLVS NOR ITS LICENSORS OR SERVICE PROVIDERS SHALL BE LIABLE TO CUSTOMER FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA OR FOR CLAIMS OF A THIRD PARTY, ARISING OUT OF THE AGREEMENT, THE LICENSED PRODUCT, SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED HEREUNDER. IN ANY EVENT, WITH RESPECT TO ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF THE AGREEMENT ANY AMOUNT OF RECOVERY TO WHICH CUSTOMER MAY BE DEEMED ENTITLED SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER TO FLVS HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT OR OTHER ITEM OR SERVICE ON WHICH THE CLAIM IS BASED DURING CUSTOMER'S CURRENT LICENSE TERM FOR THE APPLICABLE LICENSED PRODUCT.

**5. THIRD PARTY REQUIREMENTS.** Customer is responsible for ensuring that the courses it provides through the use of the Licensed Product meet the requirements of any third-party organization that Customer or its students desire to satisfy. Without limiting the general nature of the previous sentence, and to the extent applicable to the Agreement, Customer specifically agrees and understands as follows:

**5.1 National Collegiate Athletic Association ("NCAA").** The NCAA has specific guidelines regarding the acceptance of distance learning courses for student athletes. FLVS offers a variety of free, fully-accredited online courses to Florida high school students, including core options that fulfill NCAA course requirements. Additional information about which FLVS courses meet NCAA requirements is available at <https://web3.ncaa.org/hsportal/exec/hsAction?hsActionSubmit=searchHighSchool>. Customer accepts responsibility for these criteria to the extent that Customer uses any Licensed Product for students who desire to meet NCAA eligibility criteria. To ensure that NCAA eligibility for student athletes is not compromised, Customer must enter credit for course completion onto students' official transcripts. Athletic eligibility is the sole responsibility of the student and his/her school of record, who must abide by NCAA regulations. Customer understands that non-FLVS courses offered by Customer are not covered under the FLVS umbrella, and Customer will need to submit documentation to the NCAA to have any such courses approved separately.

**5.2 Advanced Placement ("AP") Courses.** Customer is responsible for completing any College Board audit procedures required with respect to any Advanced Placement ("AP") courses if Customer intends to offer any Licensed Product courses as AP courses.

## **6. COMPLIANCE WITH LAWS**

**6.1 In General.** Each party agrees to fully comply with the requirements of all applicable federal, state, and local laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to the Agreement.

**6.2 Children's Online Privacy Protection Act ("COPPA").** Customer shall be responsible for ensuring full compliance with COPPA and all rules promulgated thereunder.

**6.3 Confidential Student Information.** For the purposes of the Agreement, FLVS is hereby designated a school official for the purposes of receiving confidential student information. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student information for the purposes of the Agreement and for no other purpose. Upon the termination or expiration of the Agreement, FLVS shall maintain the confidential student information for the time period required by Florida law, and shall thereafter delete and/or destroy all originals and any copies of confidential student information and shall not retain any confidential student information. As FLVS will be receiving student information that is otherwise confidential, FLVS shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, to the extent permitted by law, FLVS for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the Customer and its officers and employees harmless for any violation of this provision, including, but not limited to defending the Customer and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Customer, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the Customer arising out of the breach of this provision by



FLORIDA VIRTUAL  
SCHOOL

FLVS, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that FLVS shall either intentionally or negligently violate this provision, or §1002.22 or §1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under the Agreement and shall be fully binding upon FLVS until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

**6.4 Accommodations.** Customer acknowledges that virtual learning programs are not appropriate for all students, and it is Customer's responsibility to ensure that a given Licensed Product is an appropriate placement for a particular student. For Licensed Products with FLVS-provided teacher instruction, if Customer provides access to such Licensed Products to students requiring accommodations, Customer will allow the FLVS-supplied teacher (or other individuals designated by FLVS as appropriate) to participate in planning meetings to ensure that the particular Licensed Product is an appropriate placement for such students. Notwithstanding the foregoing, FLVS will not be responsible for making any modifications to a Licensed Product's technology or content, or any other accommodations in connection with a Licensed Product or any associated instructional services, or third-party sites or materials associated with a course, if the standard Licensed Product is not appropriate for, or is not readily usable by, a given student.

**(a) Students with Disabilities.** To the extent required by law, Customer is responsible for complying with all applicable federal IDEA requirements and any other federal, state, or local laws or regulations in connection with the use and implementation of any Licensed Product.

**(b) English Language Learner Students.** To the extent required by law, Customer is responsible for providing appropriate equal access and ensuring compliance with the Florida META Consent Decree and any other federal, state, or local laws or regulations in connection with the use and implementation of any Licensed Product.

**(c) Individual Education Plans.** To the extent required by law, Customer is responsible for providing any required services to support a student's IEP consistent with the legal requirements for serving students with special needs in a virtual school.

**6.5 Data/Security Breach.** The parties acknowledge and agree to comply with the requirements of §501.171, Florida Statutes. A breached party shall notify the other party immediately, but in no event later than thirty (30) calendar days following a determination of a breach of data security involving the other party's data. Additionally, each shall fully cooperate with the other regarding the statutory notification requirements.

**6.6 Background Screening.** As a public school, FLVS complies with all statutes regarding background screening of employees, in accordance with Florida law, specifically including, but not limited to, the requirements of §1012.465, Florida Statutes (the Jessica Lunsford Act) and §1012.32, Florida Statutes.

**7. Third Party Rights.** Nothing in the Agreement shall be construed to give any rights or benefits to anyone other than FLVS and Customer.

**Blended Learning Community**

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**SCSB 2021-52 (REVISED/RENEWAL)**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
FLORIDA VIRTUAL SCHOOL  
AND**

**SUWANNEE COUNTY SCHOOL BOARD**

**Suwannee County School Board**

~~This 2019-2020~~ This 2020-2021 MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Suwannee County School Board, hereinafter referred to as School or District, and FLORIDA VIRTUAL SCHOOL, hereinafter referred to as FLVS. This Memorandum of Understanding shall include the following documents which are attached hereto and incorporated herein by reference: 1. Blended Learning Community Memorandum of Understanding, and 2. Appendix A Florida Services Additional Terms.

**A. PURPOSE:**

The purpose of this MOU is to form a relationship between the School /District and FLVS with the intent to ensure innovative learning solutions for all students within the Blended Learning Community (BLC). A Blended Learning Community (BLC) is a school whereby two (2) or more students are working on the FLVS course(s), taught by an FLVS instructor, in a learning location at a school with a dedicated facilitator. FLVS's goal is to provide the necessary teachers for each Blended Learning Community (BLC) commencing on the School's preferred start date. To accommodate your preferred start date and hire the necessary teachers, the School principal and/or authorized District Representative is required to sign this MOU no later than seven (7) days after document is received so that both parties are in agreement of this commitment.

**B. Notice in Advance of Start Date:** To accommodate the School preferred start date and to hire the appropriate number of teachers, the following guidelines are in order:

1. BLCs with 2-29 students will require a minimum of 10 days advanced notice by submitting a formal request of course(s) with number of seats in our student information system, Virtual School Administrator (VSA), in order to provide the appropriate teachers by the preferred start date for the BLC.
2. BLCs with 30-149 students will require 30 days advanced notice by submitting a formal request of course(s) with number of seats in our student information system, Virtual School Administrator (VSA), in order to provide the appropriate teachers by the preferred start date for the BLC.
3. BLCs with 150 plus students will require 60 days advanced notice by submitting a formal request of course(s) with number of seats in our student information system, Virtual School Administrator (VSA), in order to provide the appropriate teachers by the preferred start date for the BLC.

**C. FLVS is responsible for:**

1. Training for the BLC school facilitator, including an emphasis on Blended Learning support strategies.
2. Training for the School Counselor(s).
3. Training for the District and School Administration.
4. A registration process specifically designed for ~~BLC students~~ BLC students.
5. Ongoing virtual and/or face-to-face support from a FLVS instructor, District Relations Manager, Blended Learning Specialist, and FLVS support staff.
6. Highly-qualified, state-certified instructors.





FLORIDA VIRTUAL SCHOOL

7. Direct instruction using synchronous teaching methods.
8. Providing ongoing evaluation and support of all members of the Blended Learning Community.
9. Providing progress monitoring tools at student and school level.
10. Invoicing for applicable enrollments.
11. Providing data required for FTE reporting by District (as permitted by FDLE).

D. School District is responsible for providing:

1. Accurate request for reservation to secure courses.
2. Selecting academically appropriate courses by benchmark dates as stated above and within the enrollment period:  
 e. @ Fall: May 31 to September 1 @  
 Spring: November 15 to January 31 @  
 Summer: April 1 to June 1
3. Provide FLVS a complete student information roster with the minimum data requirements (last name, first name, date of birth, gender and grade level). Noncompliance will result in FTE reported by FLVS.
4. Dedicated Blended Learning Community (BLC) facilitator to monitor students and verify attendance - does not have to be a certified Instructor.
5. Student computer access (4-6 hours each week per course) and other minimum technology required as listed on the FLVS website at <https://www.flvs.net/student-resources/system-requirements>.
6. Two-way long-distance communication access for FLVS Instructor-student phone calls.
7. Access to stakeholders involved in the success of the BLC for training and communications from FLVS.
8. Parent's notification of student's participation in the Blended Learning Community.
9. Reporting and Collecting the FTE associated with these enrollments for the students.
10. Uphold and support the FLVS policies regarding Academic Integrity by helping to minimize individual student violations and hold students accountable that do not follow AI policies.

E. Fees

FLVS will invoice the School district on the 30<sup>th</sup> day for each billable enrollment\* within the Blended Learning Community at \$267.00 per each half credit enrollment. School District shall pay the invoice within forty-five (45) days of receipt of the undisputed invoice in accordance with the local Government Prompt Payment Act.

1. **Billable Enrollments:** Any enrollments\* in Classroom Assigned (CA) or Active (A) status in VSA for a minimum of 30 consecutive days or 20% complete in any status; FLVS will bill the school/district for the student, regardless of the student's status upon receipt of invoice.

*\*Segment 2 enrollments of a full credit course will become billable once enrollments are either 20% complete or have been in CA or A status for at least 30 calendar days of second semester start semester start.*

Second Semester for the designated School or District begins on January 7, 2020 JANUARY 5, 2021.

2. **Invoice Schedule:** District will be invoiced for each billable enrollment Classroom Assigned or Active in VSA for 30 consecutive days or 20% complete in any status (on or near: mid-October, mid-February, and mid-June). FLVS will bill the school/district for the student, regardless of the student's status upon receipt of the invoice.

Cycle	Enrollment Data Date Range	Invoice Sent
Cycle 1	July - October	Mid-November
Cycle 2	November - February	Mid-March
Cycle 3	March - June	End of June
Cycle 4	True-up/Enrollments not captured in previous cycle	Mid-July



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3. All fees associated with Advanced Placement and Industry Certification examinations will be the responsibility of the school or district reporting the FTE.

Email: mary.chaney@flvsuwannee.k12.fl.us		Email: cbrehoi@flvs.net	
mary.chaney@suwannee.k12.fl.us			
Telephone No.: 386-647-4627		Telephone No.: 407-513-3615	
School or District		Walker Ave. SW, Suite 200	
Name: Mary Ann Chaney		Name: Carmen Brehoi	
School/District Address:		Address: 2145 Metrocenter Blvd	
1740 Ohio Ave S,		Orlando, Florida 328	
Live Oak, FL 32064		Live Oak, FL 32064	

F. FAILURE TO COMPLY WITH THE TERMS OF THIS MOU MAY RESULT IN ONE OR MORE OF THE CONSEQUENCES BELOW:

1. Delayed start date.
2. Students placed as traditional FLVS Flex Virtual Learning Lab (VLL) students.
3. Future lab request(s) may be denied.
4. Completed students' lists should be submitted no later than one (1) month from BLC start date; otherwise student will be enrolled as Flex, and the FTE sharing will apply for enrollments not tagged as BLC.

G. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. 4. ACADEMIC INTEGRITY IN THE BLC. Each staff member has a stake in ensuring the highest standards of academic integrity. Teachers synchronize various aspects of FLVS to ensure the best possible experiences for their students.

Instructors will:

- Act as a resource for student questions.
- Submit various assignments into the Turnitin.com database.
- Coordinate any academic integrity issues with the lab facilitator, their Instructional Leader, and Academic Integrity Support Personnel.
- Verify student mastery of content through Discussion-Based Assessments and authentic assessments.
- Convey incidents and consequences to the student and facilitator.

Facilitators will:

- Provide supervision through close proximity while circulating the lab.
- Encourage students to seek support from FLVS Instructors.
- Encourage student to seek support from the facilitator.
- Discourage inappropriate collaboration of students of students.
- Ensure students are provided with appropriate equipment and that the equipment is not shared by students who are actively working in the same FLVS coursework.
- Require that students protect their password information and coursework.

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**SCSB 2020-66-2021-52 (REVISED/RENEWAL)**

- Protect students' user names, passwords, and other private information.
- Adjust seating arrangements to help promote students' integrity.
- Communicate with the student, FLVS Instructor and Academic Integrity Investigator with regards to concerns and consequences.

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2. MODIFICATION: Modifications to this Agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changes being performed.

3. PARTICIPATION IN SIMILAR ACTIVITIES: This Agreement in no way restricts FLVS or School or District from participating in similar activities with other public or private agencies, organizations and individuals.

4. MAIN POINT OF CONTACT: Contact your District Relations Manager (<https://flvs.net/florida-school-solutions/contacts>) with questions concerning this Agreement. The main point of contact for this instruments:

School Authorized Official:

X\_\_\_\_\_

Signing here acknowledges desired LAR participation.

Ted L. Roush, Superintendent of Schools

5. COMPLIANCE: The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination and Immigration.

6. COMMENCEMENT/EXPIRATION DATE: This Agreement is executed as of the date of last signature and is effective through 6/30/2021 at which time it will expire unless extended by mutual written agreement of both parties. Classes will begin in August 2020 for the 2020-2021 school year.

7. LIABILITIES: It is understood that neither party to this Memorandum of Understanding is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its own negligent acts or omissions and those of its officers, employees, and agents, to the extent allowed by their respective state laws.

#### 8. CONFIDENTIALITY OF STUDENT RECORDS

FLVS understands and agrees that it is subject to all federal and state laws and School Board rules relating to the confidentiality of student information. FLVS further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. §99. FLVS shall regard all student information as confidential and will not disclose the student information to any third party.

#### 9. PUBLIC RECORDS

Both parties are subject to Chapter 119, Florida Statutes. Both parties shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the BOARD in order to perform the service; (b) providing the public with access to public records on the same terms and conditions that both parties would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meeting all requirements for retaining public records and transfer to both parties, at no cost, all public records in possession of both parties upon termination of the Agreement and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored

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SCHOOL**

electronically must be provided to both parties in a format that is compatible with the information technology systems of both parties. The parties agree that if either party fails to comply with a public records request, then the other party must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes.

IF THE EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ~~THIS~~ THIS CONTRACT, EACH PARTY SHALL CONTACT THEIR RESPECTIVE CUSTODIANS OF PUBLIC RECORDS. FOR FLVS, EMAIL, CustodianofRecords@flvs.net, OR BY PHONE 407-513-3325, OR BY MAIL TO: 2145 METROCENTER BLVD., SUITE 100, ORLANDO, FL 32835.

**10. TERMINATION FOR CONVENIENCE**

Anything to the contrary notwithstanding, School, a school district and governmental entity, may terminate this Agreement without cause and for convenience with thirty (30) days prior written notice to FLVS. In the event of a termination for convenience, School shall pay FLVS for all ~~services~~ services properly and fully rendered prior to the date of termination. In the event of such termination, the parties-by mutual written agreement-may extend the notice of termination period to one beyond the 30-day notice period prescribed herein to ensure completion of services by vendor and/or to prevent any interruption of instruction and disruption of the delivery of services to the students.

**11. THE PARTIES ACKNOWLEDGE THAT NEITHER PARTY IS MAKING A WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**12. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Agreement is intended to be, nor shall be construed as, an extension of liability beyond the statutory limitations of liability set forth in section 768.28, Florida Statutes.**

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"Approved as to Form and Sufficiency

BY

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

*[Signature]*

*[Signature]*

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

FOR: School or District:

Chairperson: Suwannee County School Board

Date:

Name and Title:

Ted L. Roush, Superintendent of Schools

FOR: FLORIDA VIRTUAL  
SCHOOL

Date:

Name and Title: Dr. Louis J. Algaze,  
President and CEO

pprAvetGas to Form and Sufficiency

by

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

**SCSB 2020-66-2021-52 (REVISED/RENEWAL)**

**Louis J. Algaze, Ph.D.**  
**Executive Director & CEO**

**INFO ONLY**



FLVS FLORIDA  
VIRTUAL LIVING SCHOOL

## Appendix A

### Florida Services Additional Terms

This document contains additional terms and conditions applicable to the FLVS product line. In the event of a conflict between these Additional Terms and the Blended Learning Community Memorandum of Understanding, these Additional Terms shall control.

**1. DEFINITIONS.** All capitalized terms shall have the meaning ascribed to them in the Agreement or Memorandum to which this document is attached. In addition, the following definitions shall apply to these Additional Terms:

**1.1 "Affiliate"** shall mean, with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control of such person. "Control" as used herein means the legal, beneficial, or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting interest in such entity.

**1.2 "Agreement"** shall mean the Franchise Agreement, Memorandum of Understanding, Memorandum of Agreement, Participation Agreement, or other contract between FLVS and the Customer to which this document is attached, together with all appendices, exhibits, and attachments (including these Additional Terms).

**1.3 "Customer"** shall mean the party named as Customer, School, School District, and/or District in the Agreement or Memorandum to which this document is attached.

**1.4 "Licensed Product"** shall mean the applicable virtual learning product(s) provided to Customer pursuant to the Agreement or Memorandum to which this document is attached.

**2. Intellectual Property Rights.** Customer acknowledges and agrees that all courses, content, software, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, "Works") made available to Customer pursuant to the Agreement are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws, and FLVS (or its Affiliates or licensors) owns all right, title, and interest in and to the Works.

Customer acknowledges and agrees that it has no intellectual property interest or claims in the Works and has no rights to make any use of such Works except as expressly granted in the Agreement. Except as expressly authorized in writing by an officer of FLVS, Customer agrees not to sell, license, sublicense, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any of the Works. Customer will not act or permit any action that would impair any of FLVS (or its Affiliates or licensors') rights in the Works.

Customer agrees not to: (a) disassemble, reverse compile, reverse engineer, or otherwise attempt to discover the source code of or trade secrets embodied in the Works (or any portion thereof); (b) distribute, lend, rent, sell, transfer, or grant sublicenses to, or otherwise make available the Works (or any portion thereof) to third parties, including, but not limited to, making such Works available (i) through resellers, OEMs, or other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in writing; (c) embed or incorporate in any manner the Works (or any element thereof) into other applications of Customer or third parties; (d) use or transmit the Works in violation of any applicable law, rule, or regulation,

including any export/import laws; (e) in any way access, use, or copy any portion of the Works (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell, or support any product or service that is competitive with the Works; (f) remove, obscure, or alter any copyright notices or any name, logo, tagline, or other designation of FLVS or its Affiliates displayed on any portion of the Works. Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions.

Upon termination of the Agreement, all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights (collectively, "Intellectual Property Rights") shall remain with FLVS.

**3. INDEMNIFICATION.** To the extent permitted by law, Customer agrees to defend, indemnify, and hold harmless FLVS and its Affiliates and all of their employees, contractors, officers, and board members from and against any and all liabilities, claims, damages, injuries, judgments, demands, and expenses (including court costs and attorney's fees), including third-party claims, that arise out of or in connection with (i) any breach or default by Customer in the performance of any of its obligations under the Agreement; (ii) any act, omission, or negligence of Customer or any officer, agent, employee, or contractor of Customer; (iii) Customer's failure to comply with laws, rules, and regulations related to or arising from the Agreement; or (iv) any data or security breach (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of FLVS. Upon written request by FLVS, Customer shall defend FLVS (if requested by FLVS, in the name of FLVS) by attorneys and other professionals reasonably approved by FLVS. Customer understands that this obligation of indemnification and duty to defend survives the expiration or termination of the Agreement and is not limited in any respect by insurance coverage or limitation of liability.

**3.1** To the extent permitted by law, FLVS agrees to defend, indemnify, and hold harmless Customer and its Affiliates and all of their employees, contractors, officers, and board members from

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and against any and all liabilities, claims, damages, injuries, judgments, demands, and expenses (including court costs and attorney's fees), including third party claims, that arise out of or in connection with (i) any breach or default by FLVS in the performance of any of its obligations under the Agreement; (ii) any act, omission, or negligence of FLVS or any officer, agent, employee, or contractor of FLVS; (iii) FLVS' failure to comply with laws, rules, and regulations related to or arising from the Agreement; or (iv) any data or security breach (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of Customer. Upon written request by Customer, FLVS shall defend Customer (if requested by Customer, in the name of Customer) by attorneys and other professionals reasonably approved by Customer. FLVS understands that this obligation of indemnification and duty to defend survives the expiration or termination of the Agreement.

and is not limited in any respect by insurance coverage or limitation of liability.

**3. INDEMNIFICATION.** To the extent permitted by law, FLVS and Customer hereby acknowledge their respective entitlement to sovereign immunity and the limited waiver of sovereign immunity as to certain tort and negligence claims pursuant to section 768.28 of the Florida Statutes. Nothing herein shall be construed as a waiver of any such immunity nor as an agreement by either party to indemnify or defend the other. Furthermore, nothing herein shall be construed as an obligation of either party to defend, sue, or consent to be sued by a third party. Rather, FLVS and Customer agree to be responsible only for such claims and damages caused by the tortious or otherwise negligent action or inaction of their own officers and employees while functioning within the scope of their official duties, and their respective liability for such damages shall be limited to the amounts set forth in section 768 of the Florida Statutes.

#### **4. FLVS WARRANTY; DISCLAIMER; LIMITATION OF LIABILITY.**

**4.1 Limited Warranty.** FLVS cannot assure that the performance of Licensed Product will be uninterrupted or error-free, or that all Licensed Product problems will be corrected, despite FLVS' reasonable efforts to do so. FLVS does, however, warrant for the applicable Warranty Period (as defined in Section 4.2 below) that the Licensed Product will substantially conform to the applicable description and specifications contained in the Agreement. The foregoing warranty shall not apply to Licensed Product that has been modified by Customer or used in a manner that is inconsistent with the Agreement or that does not conform to the instructions and specifications contained in the Agreement or related documentation. In the event that Licensed Product does not meet the requirements of this warranty, Customer shall be responsible to so notify FLVS in writing during the Warranty Period and to provide FLVS with sufficient detail to allow FLVS to identify the problem. After receiving such notification, FLVS will undertake to correct the problem, either itself or through its licensors, by programming or content corrections, and/or reasonable "work-around" solutions. If FLVS is unable to correct the problem after a reasonable opportunity, FLVS will refund the fees paid for such Licensed Product during the current Agreement term, and Customer's license to use such Licensed Product will terminate. Any liability of FLVS under this warranty shall apply only to fees paid by Customer during Customer's then current Agreement term, and not to any previous terms during which Customer used the Licensed Product. The foregoing states the complete and entire remedies that Customer has under this warranty. FLVS shall have no responsibility for any warranty claims made outside of the applicable Warranty Period.

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4.2 **Warranty Period.** The Warranty Period shall be the first ninety (90) days of the Agreement term (whether an initial term or a renewal term). The Warranty Period for Licensed Product does not restart when an update to a course or new course version is provided pursuant to any support plan, nor do such updates come with a separate warranty.

4.3 **DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS.**

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED PRODUCT, SUPPORT, OR SERVICES THAT ARE THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

4.4 **LIMITATION OF LIABILITY.** NEITHER FLVS NOR ITS LICENSORS OR SERVICE PROVIDERS SHALL BE LIABLE TO CUSTOMER FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY, ARISING OUT OF THE AGREEMENT, THE LICENSED PRODUCT, SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED HEREUNDER, EVEN IF FLVS OR ITS LICENSORS OR SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF THE AGREEMENT, CUSTOMER SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER TO FLVS HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT OR OTHER ITEM OR SERVICE ON WHICH THE CLAIM IS BASED DURING CUSTOMER'S CURRENT LICENSE TERM FOR THE APPLICABLE LICENSED PRODUCT.

5. **THIRD PARTY REQUIREMENTS.** Customer is responsible for ensuring that the courses it provides through the use of the Licensed Product meet the requirements of any third party organization that Customer or its students desire to satisfy. Without limiting the general nature of the previous sentence, and to the extent applicable to the Agreement, Customer specifically agrees and understands as follows:

5. **National Collegiate Athletic Association ("NCAA").** The

NCAA has specific guidelines regarding the acceptance of distance learning courses for student athletes. FLVS offers a variety of free, fully-accredited online courses to Florida high school students, including core options that fulfill NCAA course requirements. Additional information about which FLVS courses meet NCAA requirements is available at <https://weo3.ncaa.org/portal/exec/hsAction?hsActionSubmitTsearchHighSchool>. Customer accepts responsibility for these criteria to the extent that Customer uses any Licensed Product for students who desire to meet NCAA eligibility criteria. To ensure that NCAA eligibility for student athletes is not compromised, Customer must enter credit for course completion onto students' official transcripts. Athletic eligibility is the sole responsibility of the student and his/her school of record, who must abide by NCAA regulations. Customer understands that non-FLVS courses offered by Customer are not covered under the FLVS umbrella, and Customer will need to submit documentation to the NCAA to have any such courses approved separately.

5. **Advanced Placement ("AP") Courses.** Customer is responsible for completing any College Board audit procedures required with respect to any Advanced Placement ("AP") courses if Customer intends to offer any Licensed Product courses as AP courses.

6. **COMPLIANCE WITH LAWS**

5.1 **In General.** Each party agrees to fully comply with the requirements of all applicable federal, state, and local laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to the Agreement.

6.2 **Children's Online Privacy Protection Act ("COPPA").**

Customer shall be responsible for ensuring full compliance with COPPA and all rules promulgated thereunder.

## SCSB 2020-66-2021-52 (REVISED/RENEWAL)

**6.3 Confidential Student Information.** For the purposes of the Agreement, FLVS is hereby designated a school official for the purposes of receiving confidential student information. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student information for the purposes of the Agreement and for no other purpose. Upon the

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notification, FLVS will undertake to correct the problem, either itself or through its licensors, by programming or content corrections, and/or reasonable "work-around" solutions. If FLVS is unable to correct the problem after a reasonable opportunity, FLVS will refund the fees paid for such Licensed Product during the current Agreement term, and Customer's license to use such Licensed Product will terminate. Any liability of FLVS under this warranty shall apply only to fees paid by Customer during Customer's then-current Agreement term, and not to any previous terms during which Customer used the Licensed Product. The foregoing states the complete and entire remedies that Customer has under this warranty. FLVS shall have no responsibility for any warranty claims made outside of the applicable Warranty Period.

**4.2 Warranty Period.** The Warranty Period shall be the first ninety (90) days of the Agreement term (whether an initial term or a renewal term). The Warranty Period for Licensed Product does not restart when an update to a course or new course version is provided pursuant to any support plan, nor do such updates come with a separate warranty.

**4.3 DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS.**

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED PRODUCT, SUPPORT, OR SERVICES THAT ARE THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

**4.4 LIMITATION OF LIABILITY.** NEITHER FLVS NOR ITS LICENSORS OR SERVICE PROVIDERS SHALL BE LIABLE TO CUSTOMER FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA OR FOR CLAIMS OF A THIRD PARTY, ARISING OUT OF THE AGREEMENT, THE LICENSED PRODUCT, SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED HEREUNDER, IN ANY EVENT, WITH RESPECT TO ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF THE AGREEMENT. ANY AMOUNT OF RECOVERY TO WHICH CUSTOMER MAY BE DEEMED ENTITLED SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER TO FLVS HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT OR OTHER ITEM OR SERVICE ON WHICH THE CLAIM IS BASED DURING CUSTOMER'S CURRENT LICENSE TERM FOR THE APPLICABLE LICENSED PRODUCT.

**5. THIRD PARTY REQUIREMENTS.** Customer is responsible for ensuring that the courses it provides through the use of the Licensed Product meet the requirements of any third-party organization that Customer or its students desire to satisfy. Without limiting the general nature of the previous sentence, and to the extent applicable to the Agreement, Customer specifically agrees and understands as follows:

**5.1 National Collegiate Athletic Association ("NCAA").** The

NCAA has specific guidelines regarding the acceptance of distance learning courses for student athletes. FLVS offers a variety of free, fully-accredited online courses to Florida high school students, including core options that fulfill NCAA course requirements. Additional information about which FLVS courses meet NCAA requirements is available at <https://web3.ncaa.org/hsportal/exec/hsAction7hsActionSubmit-searchHighSchool>. Customer accepts responsibility for these criteria to the extent that Customer uses any Licensed Product for students who desire to meet NCAA eligibility criteria. To ensure that NCAA eligibility for student athletes is not compromised, Customer must enter credit for course completion onto students' official transcripts. Athletic eligibility is the sole responsibility of the student and his/her school of record, who must abide by NCAA regulations. Customer understands that non-FLVS courses offered by Customer are not covered under the FLVS umbrella, and Customer will need to submit documentation to the NCAA to have any such courses approved separately.

**5.2 Advanced Placement ("AP") Courses.** Customer is responsible for completing any College Board audit procedures required with respect to any Advanced Placement ("AP") courses if Customer intends to offer any Licensed Product courses as AP courses.

**6. COMPLIANCE WITH LAWS**

**6.1 In General.** Each party agrees to fully comply with the requirements of all applicable federal, state, and local laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to the Agreement.

**6.2 Children's Online Privacy Protection Act ("COPPA").**

Customer shall be responsible for ensuring full compliance with COPPA and all rules promulgated thereunder.

**6.3 Confidential Student Information.** For the purposes of the Agreement, FLVS is hereby designated a school official for the purposes of receiving confidential student information. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student information for the purposes of the Agreement and for no other purpose. Upon the termination or expiration of the Agreement, FLVS shall maintain the confidential student information for the time period required by Florida law, and shall thereafter delete and/or destroy all originals and any copies of confidential student information and shall not retain any confidential student information. As FLVS will be receiving student information that is often/vise confidential, FLVS shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, to the extent permitted by law, FLVS for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the Customer and its officers and employees harmless for any violation of this provision, including, but not limited to defending the Customer and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Customer, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the Customer arising out of the breach of this provision by

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termination or expiration of the Agreement, FLVS shall maintain the confidential student information for the time period required by Florida law, and shall thereafter delete and/or destroy all originals and any copies of confidential student information and shall not retain any confidential student information. As FLVS will be receiving student information that is otherwise confidential, FLVS shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, to the extent permitted by law, FLVS for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the Customer and its officers and employees harmless for any violation of this provision, including, but not limited to defending the Customer and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Customer, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the Customer arising out of the breach of this provision by FLVS, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that FLVS shall either intentionally or negligently violate this provision, or §1002.22 or §1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under the Agreement and shall be fully binding upon FLVS until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

**5.4-6.4 Accommodations.** Customer acknowledges that virtual learning programs are not appropriate for all students, and it is Customer's responsibility to ensure that a given Licensed Product is an appropriate placement for a particular student. For Licensed Products with FLVS-provided teacher instruction, if Customer provides access to such Licensed Products to students requiring accommodations, Customer will allow the FLVS-supplied teacher (or other individuals designated by FLVS as appropriate) to participate in planning meetings to ensure that the particular Licensed Product is an appropriate placement for such students. Notwithstanding the foregoing, FLVS will not be responsible for making any modifications to a Licensed Product's technology or content, or any other accommodations in connection with a Licensed Product or any associated instructional services, or third-party sites or materials associated with a course, if the standard Licensed Product is not appropriate for, or is not readily usable by, a given student.

(a) **[a] Students with Disabilities.** To the extent required by law, Customer is responsible for complying with all applicable federal IDEA requirements and any other federal, state, or local laws or regulations in connection with the use and implementation of any Licensed Product.

(b) **English Language Learner Students.** To the extent required by law, Customer is responsible for providing appropriate equal access and ensuring compliance with the Florida META Consent Decree and any other federal, state, or local laws or regulations in connection with the use and implementation of any Licensed Product.

(c) **Individual Education Plans.** To the extent required by law, Customer is responsible for providing any required services to support a student's IEP consistent with the legal requirements for serving students with special needs in a virtual school.

**6.5 Data/Security Breach.** The parties acknowledge and agree to comply with the requirements of §501.171, Florida Statutes. A breached party shall notify the other party immediately, but in no event later than thirty (30) calendar days following a determination of a breach of data security involving the other party's data. Additionally, each shall fully cooperate with the other regarding the statutory notification requirements.

**6.6 Background Screening.** As a public school, FLVS complies with all statutes regarding background screening of employees, in accordance with Florida law, specifically including, but not limited to, the requirements of §1012.465, Florida Statutes (the Jessica Lunsford Act) and §1012.32, Florida Statutes.

**7. Sovereign Immunity.** FLVS intends to avail itself of the benefits of §768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of the Agreement shall be construed as a waiver of FLVS' right to sovereign immunity under §768.28, Florida Statutes, or other limitations imposed on FLVS' potential liability under state or federal law. Customer agrees that FLVS shall not be liable under the Agreement for punitive damages or interest for the period before judgment. Further, FLVS shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in the Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of the Agreement.

**7.1 Customer intends to avail itself of the benefits of §768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of the Agreement shall be construed as a waiver of Customer's right to sovereign immunity under §768.28, Florida Statutes, or other limitations imposed on Customer's potential liability under state or federal law. FLVS agrees that Customer shall not be liable under the Agreement for punitive damages or interest for the period before judgment. Further, Customer shall not be liable for any claim or**

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judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in the Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of the Agreement.

87. Third Party Rights. Nothing in the Agreement shall be construed to give any rights or benefits to anyone other than FLVS and Customer.

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Summary Report	
Title	compareDocs Comparison Results
Date & Time	7/8/2020 9:13:36 AM
Comparison Time	2.14 seconds
compareDocs version	v4.3.400.130

Sources	
Original Document	SCSB 2020-66 FLVS BLC Fully Executed.pdf
Modified Document	SCSB 2021-52 FLVS BLC.pdf

Comparison Statistics		Word Rendering Set Markup Options	
Insertions	48	Name	Standard
Deletions	26	<u>Insertions</u>	
Changes	30	<u>Deletions</u>	
Moves	0	<u>Moves / Moves</u>	
Font Changes	0	Font Changes	
Paragraph Style Changes	0	Paragraph Style Changes	
Character Style Changes	0	Character Style Changes	
TOTAL CHANGES	104	Inserted cells	
		Deleted cells	
		Merged cells	
		Changed lines	Mark left border.
		Comments color	By Author.
		Balloons	False

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



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

This contract dated this 28th day of July, 2020, by and between the SCHOOL DISTRICT OF SUWANNEE COUNTY, FLORIDA, hereinafter referred to as the "School Board" and the FLORIDA SHERIFFS YOUTH RANCHES, INC., Youth Ranch, Florida 32060, hereinafter referred to as the "Youth Ranch." The School Board and Youth Ranch will be referred to collectively as "the Parties."

**WITNESSETH**

WHEREAS, the Donald Ralph Cooke School, 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 Youth 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 Donald Ralph Cooke School and the Youth Ranch maintains all other services necessitated in a residential facility.

and

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

And

WHEREAS, the School Board and the Youth Ranch 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 the Youth Ranch desire to enter into this Contract to provide a public educational alternative for students grades 6-12 residing at the Youth Ranch, 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. Responsibilities of the Youth Ranch**

The Youth Ranch will:

- a. Education Program: 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 Ranch 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. Personnel Requirements: Recruit, hire, pay, supervise, and evaluate any and all 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 Ranch 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 Ranch 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 Ranch will provide the School Board with the required state reporting information on instructional personnel: salary, demographic and ethnicity, area of certification 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 or prior to the required survey reporting deadlines.. Any changes in personnel or teaching assignments will be reported to the School Board as they occur during the year.
- b. Background Checks: Conduct fingerprinting and criminal background checks as outlined in Florida Statute 1012.32 on all prospective employees prior to any final hiring action.
- c. Personnel Evaluation: The Youth Ranch will evaluate all personnel according to the assessment protocols of their organization.
- d. Calendar: 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.



- e. Records: 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 Ranch. Any deviation from this practice will be mutually agreed upon by the 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. Course Progression: 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. Instruction Hours: Provide a minimum of 5 1/4 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. (The SCSD calendar is currently 174 days of instruction.)
- i. Counseling: 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 Ranch will not be part of the student's academic record.
- j. Disciplinary Actions: 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 Department of Education reporting requirements.
- k. Program and Curriculum Development: Work in concert with the School Board and school officials in developing a program and curriculum for the students. The Youth Ranch 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 Ranch 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 Ranch staff and will be reviewed by School Board staff for progress toward meeting graduation requirements. The Youth Ranch agrees to follow the standards and requirements of the Southern Association of Colleges and Schools (SACS-CASI) or Advanc-ED in order to be accredited to offer high school diplomas to students attending the Donald Ralph Cooke School.

- l. Facilities: 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 and Florida Department of Education construction, health and safety requirements (found at <http://www.fldoe.org/core/fileparse.php/7738/urlt/srefrule14.pdf>). Validation of compliance with those requirements will be provided to the School Board on an annual basis. Youth Ranch 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 Ranch.
- m. Instructional Materials and Supplies: Provide all instructional materials, equipment and supplies necessary to ensure academic success for each student. The Youth Ranch staff will collaborate with School Board staff to determine effective resources for use with students of varying needs.
- n. Policies: 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 Ranch 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. Students with Disabilities: 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 Ranch 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 a staff from the Youth Ranch, 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/her individual needs. In the event that the Youth Ranch 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 Ranch will provide the services through contracted resources. The Youth Ranch 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 Ranch. The Youth Ranch will ensure that appropriately certified and trained staff are available to serve the academic requirements of ESE students.

- p. Certificates, Inspections, and Drills: 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. The Youth Ranch will forward all certificates within thirty (30) days of receipt of said certificates. The Youth Ranch will forward copies of all inspections, drills, and related safety measures within thirty (30) days of their receipt of the results of any inspections, the occurrence of any drills, or the implementation of any safety measures.
- q. Confidentiality of Records: 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 Ranch 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. Contract Administration: 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 Ranch's Director of Education will serve that role unless otherwise designated.
- s. Nutrition: 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 Ranch will provide evidence to the School Board that the facility meets local health and safety regulations.
- t. Transportation: Provide all transportation services related to the academic program of students to the Youth Ranch facilities.
- u. Proof of Insurance: Provide copies of liability insurances owned by the Youth

Ranch and include the School Board as an additional insured agent for the while the students are engaged in public education.

- v. Student Assessments: Participate in all mandatory student assessment programs and school improvement rating systems. The Youth Ranch 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. Compliance: 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. **Responsibilities of the School Board**

The School Board will:

- a. Payment: Pay the Youth Ranch per child, per year, an amount determined by using initial 2020-2021 State Budget appropriation data. The amount provided will be the base 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 Ranch's students while in their educational program.

The School Board will tender payment to the Youth Ranch in three separate and equal installments, the first being due on or before November 30, 2020, the second being due on or before March 31, 2021, and the third being due on or before July 31, 2021.

- b. Instructional Materials: Provide an allocation of instructional materials monies to the Youth Ranch that is equivalent to the per pupil allocation of the School Board. The School Board will provide these monies on or before November 30, 2020.
- c. Administrative Staff Development: Provide professional development to administrative staff at the Youth Ranch to enable them to evaluate instructional personnel according to standards used in the State of Florida.
- d. Instructional Staff Development: Allow access to any professional development activities for instructional staff of the Donald Ralph Cooke School conducted at the School Board.

- e. Extracurricular Activities: 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. Transportation: Provide transportation services to and from school for those students enrolled in a traditional School Board school in accordance with the School Board transportation plan, subject to the limitations set forth in Section 2(e) ("Extracurricular Activities").
- g. Program Assessments: Routinely assess the instructional program provided by the Youth Ranch and recommend necessary changes to enhance student achievement. The assessment will include review of student performance data and state ratings related to school improvement.
- h. ESE Assessments: Provide testing and evaluations for students referred for ESE eligibility if the Youth Ranch has provided evidence of a systemic system of student support and intervention indicative of need of additional assessment.
- i. FERPA and School Policies/Procedures: Upon the request of the Youth Ranch, the School Board, the school district or the district's employees, will provide guidance regarding questions that may arise pertaining to the Youth Ranch's obligations and duties under the Family Educational Rights and Privacy Act (FERPA) or School Board policies or procedures.

### **3. Safe Schools:**

Florida Law provides for certain measures to be taken with respect to school safety. To that end:

- a. The parties will comply with the terms of Florida Statute 1006, Part I(C), "Student Discipline and School Safety," including, but not limited to:
  - i. The formulation of emergency response policies and the carrying-out of drills as provided by §1006.07(4)(a), with said policies and drills being similar in content and structure to those of the Suwannee County School District;
  - ii. Coordinating with the School Board's safety specialist to review the Youth Ranch's policies and procedures for compliance with state law and rules, providing necessary trainings, and collaborating to conduct school security risk assessments, as provided by §1006.07(6)(a);
  - iii. Coordinating with the appropriate public safety agencies that are designated as

first responders to the Youth Ranch to conduct tours of the Youth Ranch/Donald Ralph Cooke School and provide recommendations related to school safety, as provided by §1006.07(6)(b) and §1006.07(8);

- iv. Collaborating to develop an active assailant response plan, as provided by §1006.07(6)(c);
  - v. Establish and maintain threat assessment teams and policies, as provided by §1006.07(7);
  - vi. Ensure the presence of safe-school officers at the Youth Ranch, as provided by §1006.12;
- b. Additionally, to the extent practicable, the parties will attempt to implement and use technologies to increase school safety, such as alert systems and threat reporting systems, such as Fortify Florida. The School Board will collaborate with the Youth Ranch/Donald Ralph Cooke School to provide access to these technologies to the extent they are available to Suwannee County Schools.

**4. School Board Liaison to Youth Ranch**

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

**5. Modification of Agreement:**

This agreement may only be modified or amended by mutual agreement of the parties in writing.

**6. Term of Contract:**

The term of this contract shall begin on July 28, 2020 and terminate on June 30, 2021.

**7. Opportunity to Remedy Breach; Mediation**

If either party believes that the other party has materially breached or is in a state of non-compliance with this contract, then written notice shall be provided to the non-complying party in order to provide them with a reasonable opportunity to remedy any breach or cure any non-compliance.

If the parties cannot remedy any perceived breach or non-compliance, or if the parties are otherwise inclined to file any action arising out of or relating to this contract, then prior to filing any action, the parties will first attend mediation in an effort to amicably resolve

any disputes.

**8. Choice of Law; Venue; Waiver of Trial by Jury:**

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.

**9. Compliance with Laws:**

The Youth Ranch 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.

**10. Harassment/Discrimination:**

While performing services under this Agreement, the Youth Ranch agrees to refrain from harassment and discrimination on the basis of race, age, color, religion, sex, disability, marital status, ancestry or national origin.

**11. Liability, No Waiver of Sovereign Immunity, and Indemnification:**

Each party shall be liable for its own actions and negligence and agrees to assume responsibility for the acts, omissions, or conduct of such party's employees, subject to the exceptions set forth in this Section.

No provision of this contract 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.

Nothing herein shall be construed as consent by any party to be sued by third parties in any matter, whether arising out of this agreement or any other contract.

If the Youth Ranch is found to have violated the Federal Educational Rights and Privacy Act (FERPA) or School Board policies or procedures, found at <https://digitalbell-bucket.s3.amazonaws.com/B1FA9FB0-5056-907D-8D5E-8BEB66877A43.pdf>, and such violation is found to be the proximate cause of damages suffered by the School Board, its agents, servants or successors, then the Youth Ranch will indemnify and hold the School

Board, its agents, servant, and successors harmless from the claims asserted against the School Board arising out of the Youth Ranch's violation of FERPA or School Board policies or procedures, including attorney fees and costs associated with the defense against such claim, unless the Youth Ranch was acting in accordance with guidance provided to it pursuant to Section 2(i) of this Contract "FERPA and School Policies/Procedures."

**12. Severability**

The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

**13. Assignment; Binding Agreement**

This Agreement and the duties and obligations hereunder may not be transferred or assigned by any of the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors.

**14. Entirety of Contractual Agreement**

The Parties agree that this Agreement sets forth the entire agreement between them, and that there are no promises or understandings other than those stated herein.

**15. Force Majeure**

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



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

**SCSB 2021-54 (RENEWAL)**

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, INC.**

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

"Approved as to Form and Sufficiency  
BY \_\_\_\_\_

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

**EMPLOYEE PROTECTION LINE®**  
**SUBSCRIBER AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **E-Verify** – See EXHIBIT B.

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

**SUBSCRIBER**

(Representative of Subscriber)

Signature \_\_\_\_\_

(Print) Ted L. Roush

Title Superintendent of Schools

Signature \_\_\_\_\_

(Print) Ed daSilva

Title Board Chairman

Date \_\_\_\_\_

Number of Employees \_\_\_\_\_

**Subscriber's Address:**

Physical 1740 Ohio Avenue, South

Live Oak, FL 32064

Mailing (same as above)

Phone (386)647-4600

**in2vate, llc**

(Representative of in2vate, llc)

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**AGENT or CONSULTANT** (circle one if applicable)

Signature \_\_\_\_\_

(Print) \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Ext. \_\_\_\_\_

**SEND SUBSCRIBER AGREEMENT TO:**

**in2vate, llc**

ATTN: Employee Protection Line Manager

PO Box 2550

Tulsa, OK 74101-2550

(918) 582-5262 Phone

(918) 582-5261 Fax

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

EXHIBIT A

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

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

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

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

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

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

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

**REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES**

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

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

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

**EXHIBIT B**

**1. E-Verify.** Effective July 1, 2020

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

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

THIS AGREEMENT made this 28th of July, 2020, by and between the Board of County Commissioners, Suwannee County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the Suwannee County School Board, a public agency of the State of Florida, hereinafter referred to as the "School Board".

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

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

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

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

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

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

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

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

NOW, THEREFORE, by it mutually agreed between the Suwannee County School Board and the Board of County Commissioners of Suwannee County that the following requirements, criteria, standards and procedures shall be utilized in the

preparing and coordinating the sheltering needs of the citizens of Suwannee County during a state of declared local emergency:

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

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

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

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

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

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

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



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

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

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

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

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

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

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

e. The School Board Superintendent or his designee shall be the liaison in the emergency operations center or a direct contact, during the time shelters in schools are open.

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

9. The School Board is hereby delegated the responsibility for seeking reimbursement for all reasonable and necessary costs incurred by the School Board during a state of local emergency declared pursuant to Section 252.38(S), *Florida Statutes* from whatever source, including but not limited to FEMA, and other Federal or State Agencies. Such reasonable and necessary expenses may include, but not be limited to, reasonable and necessary actual costs incurred by the School Board for overtime wages, including mandatory benefits, paid to School Board employees and reasonable and necessary actual costs incurred by the School Board for all reimbursement eligible supplies and materials utilized for the operation of a shelter(s). The County shall have no responsibility for reimbursement to School Board of any

reasonable and necessary expenses incurred by School Board during a state of local emergency declared pursuant to Section 252.38(S), *Florida Statutes*, including but not limited to, staffing, supplies and materials, in any amount above those reimbursed by other sources.

10. The School Board shall provide annual training for all staff members involved with shelter operations. Those staff members will include all primary and back-up staff members that could potentially be assigned to a shelter or involved with shelter operations. If requested by the District, the County shall assist with or take the lead in providing training to the District's shelter operation teams. The School Board and the County agree that upon the opening up of a shelter, trained county employees, and/or CERT (Community Emergency Response Team) members will be available with supplies.

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

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

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

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

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

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

BOARD OF COUNTY COMMISSONERS  
SUWANNEE COUNTY, FLORIDA

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

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

Len K. Stapleton, Chairman

Attest:

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

Barry Baker, Clerk

SUWANNEE COUNTY SCHOOL BOARD

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

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

Ed daSilva, Board Chairman

Attest:

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

Ted Roush, Superintendent

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

SCSB 2019-56 (NEW/REVISED)

Suwannee County Agreement No.

(Replaces SCSB 2018-119)

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

THIS AGREEMENT made this 1<sup>st</sup> day of July, 2020, by and between the Suwannee County Board of County Commissioners, Suwannee County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the Suwannee County School Board, a public agency of the State of Florida, hereinafter referred to as the "School Board".

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

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

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

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

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

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

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

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

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

**Suwannee County Agreement No**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. ~~su-ya: 11-jy County Agreement No.~~ Government and the State of Florida acting through the State Division of Emergency Management.

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

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

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

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INFO ONLY



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

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

BOARD OF COUNTY COMMISSIONERS  
SUWANNEE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
Len K. Stapleton, Chairman

Attest:

By: \_\_\_\_\_  
Barry Baker, Clerk

SUWANNEE COUNTY SCHOOL BOARD

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Ed daSilva, Board Chairman

Attest:

By: \_\_\_\_\_  
Ted Roush, Superintendent

Approved as to Form and Sufficiency BY

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

# INFO ONLY

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

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

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

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

**AGREEMENT BETWEEN  
THE SCHOOL BOARD OF SUWANNEE COUNTY  
AND  
SUWANNEE VALLEY COMMUNITY COORDINATED CHILD CARE, INC.**

THIS AGREEMENT, by and between SUWANNEE COUNTY SCHOOL BOARD, hereinafter called the School Board, and SUWANNEE VALLEY COMMUNITY COORDINATED CHILD CARE, INC., hereafter called SV4Cs, each in consideration of the agreements to be performed by the other, agree:

1. The purpose of the School Board's Teen Parent Program is to help the teenage parent complete their high school education and become responsible parents and adults, while providing high-quality early childhood education and care to their children.
2. The purpose of SV4Cs Early Head Start (birth to 3 year olds) and Head Start (3 to 5 year olds) program is to provide high-quality child development and health services that address early childhood education, health, disabilities, social services, nutrition, mental health and parent / family / community engagement at SV4Cs Live Oak Early Head Start / Head Start locations.
3. The School Board shall pay SV4Cs for and SV4Cs shall provide child care in accordance with the Teen Parent Program Services Plan for the period beginning August 10, 2020 and ending May 27, 2021. The plan is incorporated herein by reference as if fully set forth in this agreement.
4. The services to be provided by SV4Cs shall comply with pertinent provisions of Florida Statutes and rules of the Florida Department of Education.
5. SV4Cs shall maintain all records required by the Florida Department of Education and by the School Board for purposes of audit. SV4Cs shall make available such records to the School Board or to the Florida Department of Education upon request.
6. SV4Cs shall maintain, at its own expense, such insurance coverage as required by law and by Florida Department of Education for directly provided services including liability and property damage.
7. SV4Cs acknowledges that total funding for its services under this Agreement is dependent upon State of Florida appropriations as dispersed by the Department of Education. This agreement may be terminated by either party upon 30 days written notice, if the pertinent legislative body fails to appropriate funds for this Agreement. SV4Cs agrees that it will look only to such Department of Education funding for payment for its services hereunder, and that the Suwannee County School Board shall not be obligated to pay SV4Cs any amounts other than the amounts received by Suwannee County School Board from the Department of Education for child care as indicated herein in Paragraph 8e.

## 8. PROVISION OF SERVICES:

- a. Teen Parent Program staff at Suwannee High School will determine which students qualify for child care services and shall forward written referrals to SV4Cs Family Services Department for those students who qualify.
- b. SV4Cs is required by Head Start Program Performance Standards to verify that all participants meet age and income eligibility requirements. Therefore, it will be necessary to obtain information from each potential parent prior to enrollment in SV4Cs Early Head Start and Head Start program to ensure eligibility for the program.
- c. SV4Cs agrees to make enrollment opportunities available for children of Teen Parent Program participants at the beginning of the 2020-2021 school year until August 21, 2020 at Live Oak Early Head Start and Head Start locations, as age appropriate. The School Board agrees that it will identify and refer initial program participants as early as possible in the school year, but in any event no later than August 21, 2020.
- d. After August 21, 2020, Teen Parent Program participant referrals will be accepted however, immediate placement is not guaranteed. The School Board will be notified when SV4Cs program is full and the child will be placed on the waitlist.
- e. The School Board shall pay SV4Cs a rate of \$9.00/day for extended child care services until 3:30 p.m. SV4Cs will ensure that child care is available to participants on every school day. It is understood and acknowledged that the School Board will not pay for care on scheduled school holidays, even if the child attends care on that day. It is further understood and acknowledged that the School Board will pay for care on every scheduled school day, whether the child attends care or not.
- f. The School Board may identify and refer to SV4Cs teenagers who are pregnant but have not yet delivered their babies. SV4Cs will enroll these teenagers in the Early Head Start program if space is available and begin providing pre- and post-natal support services through referrals to include but not be limited to: nutritional assessments, health promotion and treatment, mental health interventions, prenatal education information on fetal development (including risks from smoking and alcohol), labor and delivery, and postpartum recovery (including maternal depression), and information on the benefits of breast feeding to all pregnant and nursing mothers. The School Board will not be charged for services to pregnant teenagers.
- g. SV4Cs will provide attendance information on children of participating teen parents to Suwannee High School or other designated school site, as requested. The School Board agrees to provide SV4Cs with reciprocal attendance information on teenage parents. In the event that a child is placed in care on a school day and SV4Cs receives a report that the parent is absent from school, SV4Cs will attempt to contact the parent to remove the child from care, as applicable.
- h. The School Board agrees to notify SV4Cs, in writing, when a student is withdrawn from school and no longer eligible for child care services. Upon receiving such written notification, SV4Cs may, at its discretion, continue to provide child care services and will

stop billing the School Board for child care services as of the date of receipt of such written notice.

- i. Periodic meetings between Suwannee County School Board Teen Parent Program staff and SV4Cs Executive Director, or his/her designee, will be held to keep both parties updated on potential progress or problems.
9. SV4Cs agrees that it will save and hold School Board harmless from all cost, expenses for personal injury or death or property damage which may occur in the program by virtue of SV4Cs operation and supervision of the program.
10. If either the School Board or SV4Cs shall fail to perform, or shall breach any provisions of this Agreement, the School Board or SV4Cs may give notice to terminate this Agreement, or take such actions and pursue such remedies as provided by law. The prevailing party in any action for breach of this agreement shall be entitled to receive attorney's fees and costs incurred in such legal action.
11. This Agreement is made in the State of Florida and shall be governed by the laws of the State of Florida. All actions to enforce this agreement shall take place in a court of competent jurisdiction in Suwannee County, Florida.
12. Each party warrants and covenants to the other that the officers executing this Agreement have the authority to do so.
13. For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.
14. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2020-2021 academic year.
15. E-Verify – See EXHIBIT B.

In Witness Whereof, the parties hereto have set their hands and seals by their appropriate officers this \_\_\_\_ day of \_\_\_\_\_, 2020.

Suwannee Valley Community  
Coordinated Child Care, Inc.

School Board of Suwannee County,  
Florida

By: \_\_\_\_\_  
Michele Ward  
Executive Director  
(386) 754-2233  
[mward@sv4cs.org](mailto:mward@sv4cs.org)

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

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

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

"Approved as to Form and Sufficiency

BY

Leonard J. Dietzen, III

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

Additional Staff Contact Information	
SV4Cs	Suwannee County School Board
Jeannie Boston Family / Health Services Administrator (386) 754-2222 x316 <a href="mailto:jboston@sv4cs.org">jboston@sv4cs.org</a>	Michele Howard Coordinator of Health, Attendance, TAPP (386) 647-4636 <a href="mailto:michele.howard@suwannee.k12.fl.us">michele.howard@suwannee.k12.fl.us</a>
Jennifer Tillery Lead Family Support Specialist (386) 754-2222 x342 <a href="mailto:jtillery@sv4cs.org">jtillery@sv4cs.org</a>	
Tasha Morgan Family Support Specialist (EHS) (386) 364-2915 <a href="mailto:tmorgan@sv4cs.org">tmorgan@sv4cs.org</a>	
Jasmine Billy Family Support Specialist (EHS) (386) 364-2915 <a href="mailto:jbilly@sv4cs.org">jbilly@sv4cs.org</a>	
Rachel Kastor Family Support Specialist (HS) (386) 364-4498 <a href="mailto:rkastor@sv4cs.org">rkastor@sv4cs.org</a>	

**EXHIBIT A**

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

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

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

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

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

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

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

**REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES**

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

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

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

**EXHIBIT B****1. E-Verify.** Effective July 1, 2020

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



# **E-Rate Forms Processing Contract**

**Prepared For**

**Suwannee County School District  
1740 Ohio Avenue, South  
Live Oak, FL 32064**

**Date  
July 9, 2020**

**Contract 04168**

**Prepared by**



**eRate 360 Solutions  
903 Swift Bear St.  
Henderson, NV 89002**

**888.535.7771  
866.569.3019 - fax**

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## 1.0 Purpose of Document

The purpose of this contract is to define deliverables and establish expectations between Suwannee County School District (Client) and eRate 360 Solutions, LLC (eRate 360). It is not the intention of eRate 360 to account for every possible contingency or potential risk that may occur during the term of this agreement, but instead to detail requirements for a successful engagement.

## 2.0 Statement of Objectives

The objective of this Contract is to provide full service e-rate forms processing services to Client. Client requires that eRate 360 has the necessary experience and knowledge of Universal Service Administration Company (USAC) policy, procedures, and processes in combination with telecommunications service technologies and invoicing to provide the services outlined in the document. Based on these requirements eRate 360 is prepared to dedicate the resources necessary to begin this engagement for Client, once acceptance has been obtained and the terms have been agreed to. In summary, eRate 360 will perform the following:

- Preparation of E-Rate funding forms and applications to include, but not limited to:
  - Form 470
  - Form 471
  - Form 486
  - Form 472
  - Form 500
- In the event that there is a change to eligible services, eRate 360 will prepare, submit and follow through to final decision any Service Substitutions, SPIN Changes, or any other associated forms, letters or documentation to substantiate and work toward approval on such adjustments to funding requests.

In performing the above stated tasks, eRate 360 will also deliver to Client:

- Project Management of E-Rate application processes
- Records management

Any additional services outside of E-Rate forms processing as outlined in this Contract will be defined and presented in a separate proposal and is considered beyond the scope of this agreement. Any additions to the service outlined may be added during the term of this engagement, a supplemental agreement will be drafted and executed at that time and will be exclusive of any account setup fees.

## 3.0 Scope of Work

Client has identified an immediate need to for applications processing, appeals submittal (when and if necessary) and reimbursements for services eligible within the Universal Service Fund Program. The following details the process that will be followed to deliver results to Client:

### 3.01 Knowledge Transfer

In order to effectively manage the application and reimbursement process for Client, it is imperative that eRate 360 rapidly obtain as much information as possible as it relates to Client applications. If the originating Client primary contact is unavailable for Knowledge Transfer, it is assumed that this process may result in many unknowns and could require significant amounts of forensic activities to complete. This process will require time spent between eRate 360 and Client discussing every aspect of the funding process and review of all available documentation. Based on the outcome of Knowledge Transfer, eRate 360 and Client will be able to define and establish priorities, immediate tasks and resources.

- Identify Client stakeholders relevant to E-Rate processes
  - Contact Information
  - Relationship to projects and FRNs
- Overview of funding status for each Form 471, FRN by FRN.
- Review/Obtain/Organize Client provided documentation, to include CIPA compliance documentation.
- Review/Obtain/Organize USAC provided documentation

### 3.02 Documentation Transfer

eRate 360 encourages the Client to convert all E-rate related documents to electronic format, preferably PDF format (with the exception of Excel or other spreadsheets). However, if documents are not in PDF format, eRate 360 will:

- Convert non-PDF files (with the exception of Excel or other spreadsheets) to PDF format.
- Scan all paper documents to PDF format for a fee to be negotiated. eRate 360 will return all scanned paper documents if so requested by the Client; otherwise these paper documents will be recycled.

Only electronic formatted documents will be stored for duration of the term detailed in Section 3.10 below.

### 3.03 Project Management

In order to obtain E-Rate funding on eligible services, close communication is required between eRate 360, Client, its vendors, service providers and USAC to be successful. eRate 360 will designate the resources required to perform specific tasks in managing the application and funding process to completion. The resources identified will be designated as primary or secondary contacts with USAC. Based on the outcome of Knowledge Transfer, eRate 360 will assist in the management of existing, processing new and resolving to reimbursement all eligible Funding Requests.

eRate 360 will designate an eRate 360 Compliance Officer as primary contact for all E-rate purposes, with the exception of the Form 470, for which the Client must designate their employee as primary contact and, if appropriate, technical contact.

### 3.04 Appeals

If, through no fault of the Client, USAC does not approve requested funding or does not reimburse a funding request, eRate 360 will prepare, submit and follow through to final decision any associated letters of appeal and/or waiver requests.

Appeals filed as the result of failure of the client to adhere to the E-rate process as managed by eRate 360 will be considered to be beyond the scope of this agreement and will be prepared and filed only through a separate Appeals proposal for a fee to be negotiated.

### **3.05 Requests for Proposal**

eRate 360 will advise Client concerning procurement policies and procedures related to E-rate participation. eRate 360 will not encourage or recommend the use of specific technologies or services for an applicant.

Client will thoroughly discuss use of any documentation supplementing the Form 470 by describing or providing additional details regarding services for which bids are being requested. Such documents, regardless of their designation, are generally considered to be Request For Proposal (RFP) under E-rate rules. If an RFP is to be used, this fact must be indicated on the Form 470.

- Client is responsible to send a draft of the RFP to eRate 360 for review, for preparation and timely publication of any RFPs, and for compliance with state and local regulations.
- eRate 360 will review any such RFPs for compliance with E-rate rules and will coordinate the Client's publication of such RFPs with eRate 360's submission of the related Form 470.

### **3.06 Competitive Bidding**

eRate 360 will advise Client on the application of E-rate regulations to the choices of particular technology solutions or contracting issues. eRate 360 will provide a client with publicly available information concerning another entity's E-rate participation. eRate 360 will not provide specific criteria for the evaluation of proposals, serve on an evaluation committee, receive and /or score proposals, or otherwise aid in the awarding of contracts.

- eRate 360 will review for compliance with E-rate rules bid evaluation and winning bid selection documents. For this purpose eRate 360 encourages the Client to utilize the "Evaluation Grid" to be provided by eRate 360.
- The Client must provide eRate 360 with a copy of the completed bid evaluation and selection documents prior to submission of the Form 471 by eRate 360.

### **3.07 Forms Processing**

eRate 360 will prepare all E-Rate applications, as well as any other required forms and supporting materials, within a commercially reasonable period of time following receipt from Client of all information and data necessary to complete the forms. Any services eRate 360 provides relating to the preparation of FCC Forms 470, 471, 472, 479, 486, 500 and any other forms under the E-Rate program will be based solely on information Client furnishes to eRate 360. eRate 360 will not audit or otherwise verify the accuracy of the Client's data, although eRate 360 may request Client to clarify some information in the course of eRate 360's work.

### **3.08 Reimbursement Processing**

Upon receipt of an approved Funding Commitment Decision Letter (FCDL) from USAC:

- Form 486: eRate 360 will be responsible to prepare and submit Form 486, with information provided by the Client.

eRate 360 Solutions, LLC

- Invoicing USAC for reimbursement of eRate discounts: eRate 360 will inform the Client of the two reimbursement options: discounts on service provider invoices (Form 474 or SPI option) or reimbursement to the Client of discount by USAC (Form 472 or BEAR option).
  - SPI (Form 474): eRate 360 will assist the Client in providing the service provider with information the provider requires to provide discounts on their invoices.
  - BEAR (Form 472):
    - eRate 360 will be responsible to provide the Client with worksheets and instructions for recording payment information necessary for preparation and submission of the Form 472.
    - The Client is responsible for complete and accurate preparation of the worksheets provided by eRate 360 and for prompt return (within 2 to 4 weeks) of these worksheets and other documents requested by eRate 360 for its preparation and submission the Form 472.
    - eRate 360 will specifically request that all reimbursement checks are sent to Client's billing address.
    - eRate 360 will advise the Client as to the status of the Form 472 and of the amount and timing of such reimbursements from USAC when such information is available.

### **3.09 Forms Filed by Another Agency**

If eRate 360 assists another agency, whether if be government or private, in filing any E-rate application or form where eRate 360 is not the submitter and/or certifier, eRate 360 is not responsible if the application or form is denied by USAC for any reason.

### **3.10 Records Management**

Per E-rate regulations, the Client is ultimately responsible for all document retention. In support of the Client's responsibility, eRate 360 will maintain Client E-rate documents for a period of ten years from the final delivery of services and/or products unless otherwise instructed in writing by Client.

- eRate360 will scan all hardcopy documents in PDF format and will maintain only electronic copies.
- eRate360 will not maintain hardcopy documentation. Hardcopy files may be maintained by the Client at their discretion.

## **4.0 Out of Scope Work**

eRate 360 will not be expected or required to perform any tasks not specifically detailed herein or in any subsequent formal Scope of Work. Any work requested by Client that is beyond the scope of this engagement will require the completion of a supplemental agreement which will be drafted and executed at that time and will be exclusive of any account setup fees.

## **5.0 Customer Responsibilities**

Based on our experience, successful projects of this type require that Client and eRate 360 work closely together and share information. The following list describes basic information and responsibilities required from Client. In order to provide the level of work expected of eRate 360, Client will be responsible for providing, but not limited to:

- Identifying facilities, services and/or contracts to receive e-rate eligible service from eRate 360.
- Execute Contract
- Executing USAC Letter of Agency (Attachment B).
- Making available all files and records pertinent to Client's E-Rate participation.
- Creating and adhering to a filing timeline set by client and eRate 360.
- Being available for meeting with USAC or vendors regarding E-Rate eligible services and funding.
- Responding promptly to all requests from eRate 360.

## **6.0 Term**

The term of this agreement will extend from the date executed by eRate 360 and will terminate upon fulfillment of the final funding request of the following Funding Year(s),

FY 24 (2021 - 2022); FY 25 (2022 – 2023); FY 26 (2023 - 2024)

and after final payment to eRate 360 has been received.

## **7.0 No Legal Services**

Client understands and acknowledges that eRate 360 provides technical and administrative services only. eRate 360 does not provide any legal services. If questions should arise during the term of this Agreement, Client should seek independent legal counsel regarding such issues.

## **8.0 Governing Law and Venue**

This agreement will be governed by and constructed 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.

## **9.0 Sovereign Immunity**

Nothing in this Agreement shall be interpreted or constructed to mean that the Client waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

## **10.0 Public Records**

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



## 11.0 Financial Summary

eRate 360 is committed to providing a level of service unsurpassed and the highly sought after, but rarely found subject matter expertise, technology and proven processes to effectively and efficiently process and obtain reimbursements through the USF's E-Rate program. eRate 360 is prepared to begin this project immediately upon acceptance by Client.

Contract 04168

Item	Fee	Description
Account Setup Fee	\$0.00	<ul style="list-style-type: none"> <li>• Account Setup</li> <li>• Server Storage</li> </ul>
FY 24 (2021 - 2022) – Billed in 2020 FY 25 (2022 - 2023) – Billed in 2021 FY 26 (2023 - 2024) – Billed in 2022	\$6,500.00	Forms Processing Services (Category 1)
FY 24 (2021 - 2022) – Billed in 2021 FY 25 (2022 - 2023) – Billed in 2022 FY 26 (2023 - 2024) – Billed in 2023	• 2.5% of Funds Approved (Not to exceed \$7,500)	Forms Processing Services (Category 2)

Invoices are payable within 30 days. Invoices paid after 60 days are subject to late penalty fees of 2% for every 30 days beyond the 30 day payment term.

Any on-site travel required, will be billed at the prevailing daily per diem rate established by the GSA.

eRate 360 is confident that our pricing schedule is commensurate with the level of work that is required to successfully manage and process all available eligible funding, taking into consideration the amount of funding the Client will receive through our efforts, and the level of service, the return on investment for Client will be of high value and low risk.

Suwannee County School District

eRate 360 Solutions, LLC

Signature

Signature

Ted L. Roush

Printed Name

Superintendent of Schools

Title

Date

Keith C. Oakley

Printed Name

Managing Partner

Title

7/9/2020

Date

Chairperson, Suwannee County School Board

eRate 360 Solutions, LLC

BY

Approved as to Form and Sufficiency

Leonard J. Dietzen, III

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

## 12.0 E-Verify

### 1. E-Verify. Effective July 1, 2020

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

## Attachment A

**eRate 360 Solutions, LLC**  
**E-Rate Consulting Agreement for FY 24 (2021 - 2022); FY 25 (2022 - 2023); FY**  
**26 (2023 - 2024)**  
**Contract 04168**

This Agreement is made effective as of July 1, 2020 by and between eRate 360 Solutions, LLC with its principal place of business at 903 Swift Bear Street, Henderson, NV 89002 (herein eRate 360) and Suwannee County School District (herein "client") with its principle place of business at 1740 Ohio Avenue, South, Live Oak, FL 32064. The term of this agreement will extend from the date executed by eRate 360 and will terminate upon fulfillment of the final funding request of the funding year(s) FY 24 (2021 - 2022); FY 25 (2022 - 2023); FY 26 (2023 - 2024) and after final payment to eRate 360 has been received.

eRate 360 will provide the services as stated in the Scope of Work above.

The compensation to eRate 360 for all E-Rate forms processing services, implemented by eRate 360 will be \$6,500.00 for Category 1 Services and 2.5% of Funds Approved (not to exceed \$7,500) for Category 2 Services for FY 24 (2021 - 2022); FY 25 (2022 - 2023); FY 26 (2023 - 2024). If client decides to engage eRate 360 to provide full service E-Rate consulting for subsequent school years, a renewal agreement will be drafted and executed at that time and will be exclusive of any account setup fees.

In witness whereof, the parties have caused this Agreement to be executed by duly authorized officers as of the date set forth above.

Suwannee County School District

eRate 360 Solutions, LLC

Signature

Signature

Ted L. Roush

Keith C. Oakley

Printed Name

Printed Name

Superintendent of Schools

Managing Partner

Title

Title

Date

7/9/2020

Date

Chairperson, Suwannee County School Board

eRate 360 Solutions, LLC

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

BY

"Approved as to Form and Sufficiency"

## **Attachment B**

The next two pages are a Letter of Agency (LOA) authorizing eRate 360 Consulting employees to act on your behalf for e-rate matters. Please copy and paste the LOA onto your letterhead, complete the signature section on the bottom of the second page, and fax the completed Contract and LOA to 866-569-3019. Also, please a signed hard copy to 903 Swift Bear Street, Henderson, NV 89002.

## Letter of Agency

Suwannee County School District  
Billed Entity Number: 127559

Letter of Agency For FY 24 (2021 - 2022); FY 25 (2022 – 2023); FY 26 (2023 - 2024)

I hereby authorize eRate 360 Solutions, LLC and its employees: Keith C. Oakley, Rich Larson, Carlos Alvarez, Matt Hetman, Fred Josephs, Bert Garofano, Carl Parker, Courtney Santiago, and John Harvey to submit FCC Form 470, FCC Form 471, and other E-rate forms; to submit various change applications such as SPIN changes and service substitutions; and to perform other actions appropriate to the E-rate process, to the Schools and Library Division of the Universal Service Administrative Company on behalf of **Suwannee County School District** for all eligible services outlined in the most current "Eligible Services List" published by USAC. I understand that, in submitting these forms on our behalf, you are making certifications for **Suwannee County School District**. By signing this Letter of Agency, I make the following certifications

- (a) I certify that **schools in our district** are all schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.
- (b) I certify that our **school district** has secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the Billed Entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.
- (c) I certify that our **school district** did not receive, either directly from a service provider listed on any FCC Form 471 filed by this Billed Entity for this funding year or through assistance from a service provider listed on any FCC Form 471 filed by this Billed Entity for this funding year, any of the funds to pay the non-discount share of the services requested through the FCC Form 471 process and to secure access to the resources necessary to make effective use of those discounts.
- (d) I certify that our school district is responsible for selecting the service provider(s) and that in exercising that responsibility has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements, and that our school district complies with them
- (e) I certify that the services the district purchases at discounts provided by 47 U.S.C. § 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the FCC at 47 C.F.R. § 54.500(et seq.). Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.
- (f) I certify that our **school district** has complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- (g) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

eRate 360 Solutions, LLC

- (h) I certify that I will retain required documents for a period of at least ten years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.
- (i) I certify that I am authorized to order E-rate eligible services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.
- (j) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.
- (k) I certify that the non-discount portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services featured on this FCC Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.
- (l) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to eRate 360 Solutions, LLC for E-rate submission is true.

District: Suwannee County School District

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

Signature: \_\_\_\_\_

Printed Name: Vickie DePratter

Title: Chief Financial Officer

## Attachment C

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

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

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

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

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

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

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

### REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

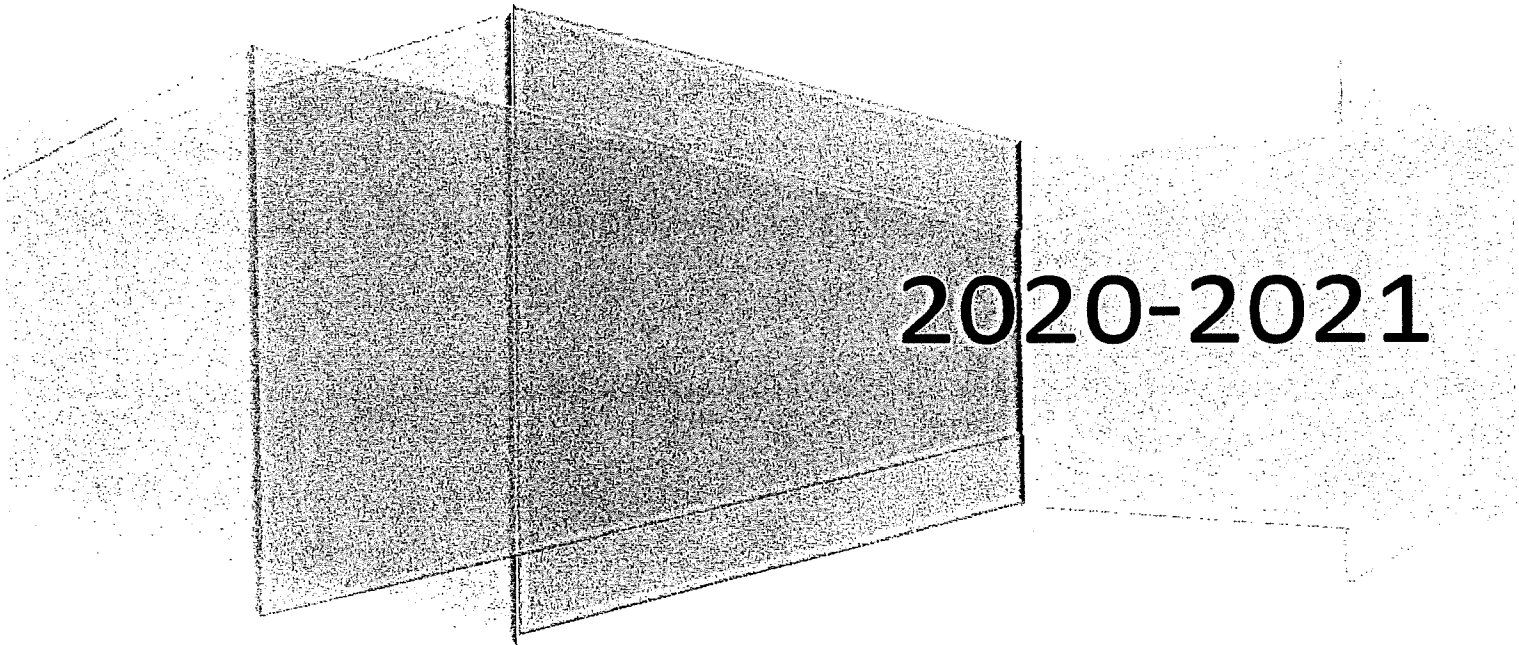
A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide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

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

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



Suwannee County School Board  
thru RIVEROAK Technical College  
***Career Pathway Agreement with District  
School Board of Taylor County***

A large, textured, 3D rectangular block, possibly representing a book or a folder, is shown in a perspective view. It has a dark, grainy texture and is positioned on the left side of the page. The year "2020-2021" is printed in a large, bold, black font on the right side of the block.

**2020-2021**



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**Career and Technical Education  
Suwannee County School Board thru RIVEROAK Technical College &  
District School Board of Taylor County  
Career Pathways Articulation Agreement  
2020-2021**

Articulation is a method of granting postsecondary clock hours earned while successfully completing a Secondary Career and Technical Education course and/or program as part of secondary school instruction. Each school district and RIVEROAK Technical College (RTC) will maintain the integrity of their separate programs and enter into this agreement as cooperating educational institutions.

RTC will work with the school district to establish Career Pathways to serve Career and Technical Education (CTE) students. Additional agreements may be developed during the year, and this agreement will be amended as those agreements are completed.

**Student Qualifications**

Students must meet all RTC admission requirements and present evidence of the following:

1. Successful completion of the articulated secondary technical program of study with a grade of 3.0 (on a 4.00 scale) or better.
2. Completion of RIVEROAK Technical College Basic Skills testing requirements.
3. Must be a graduate from secondary school no more than 18 months prior to enrollment at RIVEROAK Technical College.
4. Enrollment in a certificate program appropriate to the postsecondary clock hours shall be awarded upon completion of the program's entrance examination (if required) or verification of an industry certification earned (prior to enrollment).

**Procedure**

1. Secondary school guidance departments shall provide evidence of program completion and additional requested information to RIVEROAK Technical College's Career Pathways contact. Evidence may include: official student transcripts, student report cards and/or applicable nationally recognized industry certifications.
2. RIVEROAK Technical College's Career Pathways contact will issue a letter to students who have successfully completed the secondary Career Pathway program as reported by the secondary school guidance department contact informing students of the Career Pathway articulation agreement opportunities.

3. High school credit earned under this articulation agreement will be entered into the student's record after the student has completed 150 postsecondary clock hours in the program in which the certificate is to be awarded.
4. Comprehensive exams may be completed by students who have not earned the industry certification associated with the program of study.
5. A letter grade for the course will be assigned by RIVEROAK Technical College based on the student's performance on the student competency exam.

### **Conditions of Agreement**

1. District School Board of Taylor County faculty members and RIVEROAK Technical College faculty members will review course textbooks, syllabi, and other institutional materials, as needed, in order to develop articulated programs of study.
2. District School Board of Taylor County and RIVEROAK Technical College will review the list of articulated programs of study annually. Changes will be made, as necessary, based upon changes in program offerings and outcomes.
3. District School Board of Taylor County and RIVEROAK Technical College will cooperate in publicizing this program to secondary school students in order to ensure that they are aware of these opportunities.
4. RIVEROAK Technical College will not charge tuition for any courses for which a student receives articulated credit.

This agreement may be terminated at any time by either District School Board of Taylor County or RIVEROAK Technical College through providing a thirty (30) day notice. In the event of termination, both agencies agree that students who are currently in secondary courses and working toward fulfilling the competencies or who are in their first semester at RIVEROAK Technical College will be allowed to complete the articulated credit.

This agreement will remain in effect and will be reviewed annually by the articulation committee. The articulation committee will be composed of the Director, RIVEROAK Technical College; Coordinator of Career and Technical Education, District School Board of Taylor County; the North Florida Career Pathways Coordinator and others as designated.

<b>High School Career Pathway</b>	<b>Associated Industry Certification(s)</b>	<b>RTC Program of Study/ Certificate</b>	<b>Assessment</b>	<b>Articulated Credit</b>
<b>Culinary Arts - 8800500</b> 8800500 Culinary Arts 1 8800510 Culinary Arts 2 8800520 Culinary Arts 3	<b>NRAEF002</b> National Pro-Start Certificate of Achievement <b>NRAEF003</b> Certified Food Protection Manager (ServSafe)	<b>Professional Culinary Arts &amp; Hospitality – PSAV</b>	Completion of the high school program of study. Student must receive a <b>grade of “B”</b> or better in each class in the <b>Technical Core</b> and must successfully complete all academics with an <b>overall GPA of “C” or higher.</b>	HMV 0100 Food Preparation (300 hours) OCP A
<b>Digital Design - 8209600</b> 8207310 Digital Information Technology 8209510 Digital Design 1 8029520 Digital Design 2	<b>MICRO069</b> – Microsoft Office Specialist <b>ADOBE010</b> Dreamweaver <b>ADOBE011</b> Flash <b>ADOBE018</b> Premiere Pro <b>ADOBE020</b> Illustrator <b>ADOBE21</b> InDesign <b>ADOBE22</b> Photoshop	<b>Digital Design 1 – PSAV</b>	Completion of the high school program of study. Student must receive a grade of “B” or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of “C” or higher.	OTA 0040 Information Technology Assistant (150 hours) OCP A GRA 0024 Production Assistant (150 hours) OCP B
<b>Digital Design - 8209600</b> 8207310 Digital Information Technology 8209510 Digital Design 1 8029520 Digital Design 2	<b>MICRO069</b> – Microsoft Office Specialist <b>ADOBE010</b> Dreamweaver <b>ADOBE011</b> Flash <b>ADOBE018</b> Premiere Pro <b>ADOBE020</b> Illustrator <b>ADOBE21</b> InDesign <b>ADOBE22</b> Photoshop	<b>Medical Administrative Specialist – PSAV</b>	Completion of the high school program of study. Student must receive a grade of “B” or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of “C” or higher.	OTA 0040 Information Technology Assistant (150 hours) OCP A

<b>Digital Information Technology</b> <b>Course Number: 8207310</b>	<b>MICRO069</b> – Microsoft Office Specialist <b>AND/OR</b> successful completion of the course with a “B” or higher.	<b>Digital Design 1 – PSAV</b> <b>Medical Administrative Specialist – PSAV</b>	Completion of the high school course with a “B” or better and an overall GPA of “C” or higher.	OTA 0040 Information Technology Assistant (150 hours) OCP A
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**IN WITNESS WHEREOF**, the District Board of Taylor County, Florida; Suwannee County School Board; and the Director - RIVEROAK Technical College, Florida have adopted this agreement and caused it to be executed by their respective chairs and chief executive officers, in accordance with Section 1007.271, F.S., Dual Enrollment Articulation Agreements.

_____ Date	_____ Superintendent, District School Board of Suwannee County	"Approved as to Form and Sufficiency BY	_____ Leonard J. Dietzen, III Rumberger, Kirk & Caldwell, P.A. Suwannee School Board Attorney"
_____ Date	_____ Chair, District School Board of Suwannee County		
_____ Date	_____ Director, RIVEROAK Technical College/Career and Adult Education		
_____ Date	_____ Superintendent, District School Board of Taylor County		
_____ Date	_____ Chair, District School Board of Taylor County		
_____ Date	_____ Director, Career & Technical Education, District School Board of Taylor		

## VIRTUAL SCHOOL SERVICES AGREEMENT

This Agreement for services ("**Agreement**") made and entered into by and between Edgenuity Inc. (hereafter "**PROVIDER**," or "**Edgenuity** ") having principal offices at 8860 E. Chaparral Road, Suite 100, Scottsdale, AZ, 85250; and the **Suwannee County School District** (hereinafter "**CLIENT**"), having principal offices at 1740 Ohio Ave. South, Live Oak, Florida, 32064

This Agreement supersedes and cancels any prior agreements and/or understandings between the parties concerning the subject matter. There are no provisions, representations, undertakings, agreements, or collateral agreements between the parties other than as set forth in this Agreement.

The parties by their authorized representatives have entered into this Agreement as of the 1st day of July, 2020 (the "**Effective Date**").

CLIENT and PROVIDER agree to the Description of Work contained in Attachment A (Description of Work); Attachment B (Payment Terms and Conditions); Attachment C (Detailed Curriculum Plan); and Attachment D (Standard Terms and Conditions); and Attachment E (E-Verify).

This contract shall be effective upon the date upon which it is signed by both the CLIENT and the PROVIDER, whichever is later.

### TERM

This Agreement shall be effective on the Effective Date for a period of one (1) year and shall be terminable in accordance with the requirements herein, with the option of one-year renewal after written acceptance and approval from both parties.

Edgenuity provides both state and nationally aligned courses and is also a state of Florida approved Virtual Instruction Provider ("**VIRTUAL INSTRUCTION PROVIDER**"). Through this VIRTUAL SCHOOL SERVICES AGREEMENT, Edgenuity offers the CLIENT, the platform, support and flexibility to provide a wide selection of course offerings for students. This VIRTUAL SCHOOL SERVICES AGREEMENT is offered for use with both the CLIENT's teachers ("**Partner Teachers**") and/or the PROVIDER's teachers ("**Edgenuity Teachers**").

Customer: Suwannee County School Board	Edgenuity Inc.
Signature:	Signature:
Printed Name: Ted L. Roush	Printed Name:
Title: Superintendent of Schools	Title:
Date:	Date:
Address: 1740 Ohio Avenue, South Live Oak, FL 32064	Address: 8860 East Chaparral Road, Suite 100 Scottsdale, AZ 85250

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

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

**ATTACHMENT A**  
**Description of Work**

As more fully set forth in Attachment B, the PROVIDER is to assist in the operation of a K-12 virtual school that provides a free-to-students, 180-day, or more, online instructional program to eligible students during the 2020-2021 school year. The PROVIDER is to provide each school/district and its staff with the necessary platform, online courses, and support for successful operation of their virtual school. If, and when any instructional staff is provided by PROVIDER, for the delivery of online courses, instructional staff must be highly qualified as identified by ESSA standards and hold a valid Florida teaching certificates under provisions of Chapter 1012, Florida Statutes. The PROVIDER will ensure all employees and contracted personnel undergo background screening as required by F.S.1012.32, Florida Statutes, using state and national criminal history records and will provide a list of instructional employees to the CLIENT for verification of compliance according to the PROVIDER's standard procedures. If additional background checks are required by CLIENT, CLIENT will so state in writing to PROVIDER. PROVIDER will provide information as requested by Client Liaison regarding monitoring. All curriculum and course content used will align to the Florida Standards. The PROVIDER agrees to comply with any student progression plan, student calendar and other standard policies to support a virtual program in compliance with applicable Florida Statutes except as described in the Virtual Instruction Provider's Standard Terms and Conditions incorporated herein. As required in F.S.1002.45, a detailed curriculum plan (available online courses) is provided in **Attachment C**. The PROVIDER will establish a standard schedule for providing data for required state reporting that enables timely submission to the Department of Education. Using the data provided to PROVIDER by CLIENT, PROVIDER will use commercially reasonable efforts to provide timely, accurate and complete education data. While the education data is under the control of the PROVIDER, PROVIDER will use commercially reasonable security measures and controls as required by FERPA. Further Roles of the Client shall include:

1. Manage the enrollment process, including communications with students and parents, regarding the enrollment process.
2. Notify, communicate, and/or provide, support services consistent with the legal requirements for students with special needs. These special needs could be seen in an IEP, including a 504, be an English Language Learner (ELL) or others as mutually identified.
3. Client (i) must keep its passwords secure and confidential; (ii) is solely responsible for its Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Provider promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service's written technical guides and applicable law. Client may allow authorized third parties to access the Service in compliance with the terms of this Agreement, so long as the access is for the sole benefit of Client. Client is responsible for compliance by such Client authorized



third parties with this Agreement.

4. Accept standard publications of the PROVIDER for all compliance and documentation purposes (i.e., program guide for information and data about the curriculum, student handbook for school policies and procedures and hours of personnel availability, state reporting for certification status and physical location of personnel, monthly school report for student-teacher ratios, teacher load limits, state data submissions and state report cards for completion, promotion, and other accountability outcomes).
5. Provide the PROVIDER with student data so the provider can meet Florida Department of Education reporting requirements to include gender, grade, ethnicity, ELL status, special education, FSA, ELA and math assessment results, EOC data, and graduation data or other data as requested.
6. Pay the VIRTUAL INSTRUCTION PROVIDER in accordance with Attachment B.

**ATTACHMENT B  
PAYMENT TERMS and CONDITIONS**

**Payment Terms and Conditions**

***District (Partner) Teacher*** – refers to teachers provided by the CLIENT using Edgenuity courses. Partner teachers can teach the Edgenuity courses using the instructional model that is of their choosing, is chosen for them by the school, a customized model, or the Partner Teacher may use the Edgenuity instructional model.

***Edgenuity (VIP) Teacher*** – refers to teachers provided by the PROVIDER using Edgenuity courses. Edgenuity instructors, using Edgenuity's instructional model, augment course content via remediation, modification and enrichment through web meetings, virtual office hours, email and SMS communication. Instructors also grade course assignments and projects.

***Concept Coach*** – refer to coaches who perform on demand concept demonstrations using interactive technology tools for core courses, ELA, Math, Social Studies, and Science. Edgenuity concept coaches ("On-demand tutors") are available Monday through Saturday, 8:00 AM to 11:00 PM EST.

***Enrollment Period*** –refers to the standard course enrollment period of twenty (20) weeks. Extensions may be requested.

***Course Fee*** – refers to the amount charged for a student's use of a course. This amount is charged, regardless of who teaches the course, when the student is no longer eligible for Drop/Grace.

***Instructional Fee*** – refers to the cost of a successful completion when using an Edgenuity teacher.

***Successful Completion*** - student must earn a minimum grade of 60%, unless changed in writing by the district.

***Drop/Grace\**** - refers to the period in which a student may be withdrawn from course(s) without incurring fees further defined as period prior to a student reaching either twenty percent (20%) progress in the course or reaching twenty-eight (28) days enrolled in the course, whichever comes first.

***Billing*** – Edgenuity will send the billing roster to district administrators twice each year, in January and in June. These billing rosters will reflect charges for both successful completions and any course fees. The January billing roster will typically cover usage for the first semester. The June billing roster will typically cover usage for the second semester. The district administration has seven (7) days after receiving the billing roster to dispute the invoice and request revisions. Edgenuity will review the request and provide a revised invoice for payment.

***\*Drop/Grace Note***- data suggests that when a student does not reach 20% course progress within the first 28 days of enrollment, that the chance of successful completion diminishes greatly. It is at the discretion of the district, and is the responsibility of the district, to use the Drop/Grace option, to withdraw a student from their course enrollment(s), prior to them reaching 28 days enrolled, to avoid the course fee. This is regardless of whether the district is providing their own teachers (Partner Teachers) or are using Edgenuity teachers.

**ATTACHMENT B (CONT.)  
PAYMENT TERMS and CONDITIONS**

- I. PROVIDER shall provide the Curriculum and/or Instructional Services identified in the **Payment Terms and Conditions** pricing table (the "Deliverables").
- II. PROVIDER will commit its teachers to a student-teacher ratio which is one teacher per 65 students for grades 6 - 8 and one teacher per 200 students for grades 9 -12.
- III. The PROVIDER further warrants that as to each Deliverable produced pursuant to this Contract, PROVIDER's production of the Deliverable and the CLIENT'S use of the Deliverable, will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Section 102-105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision, the PROVIDER warrants that:
  - a. As to each work of software or other "information technology" as identified in s. 287.0041(11), Florida Statutes, in which copyrights subsist, the PROVIDER has acquired the rights by conveyance or license to any third-party software or other information technology, which was used to produce the Deliverables.
  - b. As to each image and sound recording incorporated into a Deliverable, the PROVIDER has acquired the necessary rights, releases and waivers from the person whose image or sound is included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audio-visual, work or sound recording from which the included image or sound was taken.
- IV. If there is a modification to the rules and regulations approved by the Florida Board of Education in contradiction to the terms outlined in this contract, the Parties will amend the contract as necessary to bring the contract into accord with the rules and regulations so long as such change does not materially change the Deliverables as currently defined.
- V. PROVIDER will implement, maintain, and use appropriate administrative, technical, or physical security measures to the full extent required by Title 20, Section 1232g, United State Code, The Family Educational Right and Privacy Act (FERPA), in order to maintain the confidentiality of student/education records.
- VI. PROVIDER has filed for or is the owner of various trademarks and logos. The CLIENT will be granted the use of such logos and trademarks in connection with its virtual school offering but use of such trademark and logos shall be used only in connection with those services provided under this contract.
- VII. PROVIDER will maintain and keep in force Worker's Compensation, Liability and Property Damage

Insurance to protect it from claims under worker's compensation claims for personal injury, including death, and claims for damages to any property of the CLIENT, or of the public, which may arise from operations under this Agreement, whether such operations be by PROVIDER, or by any subcontractor or anyone directly or indirectly employed by PROVIDER.

- VIII. In no event will the CLIENT or CLIENT's members, CLIENT officers, employees, or agents be responsible or liable for the debts, acts or omissions of the PROVIDER, its officers, employees, or agents. This does not excuse the CLIENT from paying any obligations incurred resulting from this contract, or from the payment of any debts incurred under this contract for lawful termination.
- IX. Method for Conflict Resolution - Any dispute concerning performance of the contract shall be decided by the CLIENT's designated contract manager, who shall reduce the decision to writing and serve a copy to the PROVIDER. The decision shall be CLIENT's final decision unless within ten (10) days from the date of receipt, the PROVIDER files a petition with the CLIENT for administrative hearing pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the PROVIDER's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
- X. After exhaustion of administrative remedies or for any claim not cognizable under Chapter 120, Florida Statutes, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state or federal court with jurisdiction over Suwannee County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.
- XI. **TERMINATION** - This contract may only be terminated before its expiration as follows: a) both Parties agree in writing to the termination; or b) if either Party materially breaches the contract and fail to cure such breach within ninety (90) days following written notification of such breach from the other Party, the non-breaching Party may elect to terminate.
- XII. **DEBT RESPONSIBILITY** - As required by Florida Statute, the Virtual Instruction Program is responsible for all debts for CLIENT's virtual instruction program that arise out of the VIRTUAL INSTRUCTION PROVIDER's performance of this contract if the contract is not renewed or is terminated. This does not excuse the CLIENT from paying any obligations incurred resulting from this contract, or from the payment of any debts incurred under this contract for lawful termination.
- XIII. **PROVIDER** is required to comply with all requirements of Section 1002.45, Florida Statutes and will comply with disclosure requirements adopted in rule by the Florida Board of Education.
- XIV. **PUBLIC RECORD** - CLIENT agrees that all Edgenuity Confidential Information, as defined below, is a trade secret, as defined in Section 812.081, Fla. Stat., and is therefore exempt from disclosure as public records under Chapter 119, Florida Statutes. CLIENT agrees to take all commercially-reasonable steps necessary to prevent unauthorized disclosure of Edgenuity's Confidential Information and Confidential Materials, as defined below. Such steps shall include without limitation, CLIENT'S agreement to promptly notify Edgenuity of any public records request that, if fulfilled, would result in disclosure of any of Edgenuity's Confidential Information. CLIENT'S notification will occur before releasing such Confidential Information and in sufficient time to allow forum, or tribunal. Edgenuity will be solely responsible for the legal defense and cost of asserting the exemption(s) in any proceeding in which the exemption(s)

is contested. CLIENT agrees that Edgenuity has taken all necessary measures to prevent disclosure to unauthorized persons of Edgenuity's Confidential Information in CLIENT'S possession and that no further warning or labeling is necessary.

"Confidential Information " means any information relative to Edgenuity, its business, or its operations, that is clearly marked "confidential" or "proprietary", or that ought to be treated as confidential under the circumstances surrounding the disclosure, provided that Confidential Information shall not include information that: (i) at the time of disclosure, or thereafter, becomes publicly known through means other than a party's breach of this Agreement; (ii) was known to the CLIENT as of the time of its disclosure without any obligation of confidentiality, the proof of such knowledge to be the burden of the CLIENT; (iii) was independently developed by the CLIENT without the use of any of the Edgenuity's Confidential Information; (iv) was subsequently learned from a third party not under a confidentiality obligation to Edgenuity or any other party; or (v) is public record pursuant to applicable state law. "Confidential Materials" means all tangible materials containing Confidential Information, including written or printed documents and computer disks or tapes, whether machine or use readable. Edgenuity's Confidential Information includes the contents of any Edgenuity Licensed Content, the Software, the Documentation, the Deliverables, Copyright Materials, and other Trade Secret Materials.

- XV. **JESSICA LUNSFORD ACT** - Edgenuity and its employees are contractors as defined in Sections 1012.467(1)(a), Fla. Stat., and 1012.468(1), Fla. Stat. Edgenuity and its employees will comply with Sections 1012.465, Fla. Stat., and 1012.467, Fla. Stat., in accordance with Section XVIII. of the Standard Terms.
- XVI. **SOVEREIGN IMMUNITY** - The parties acknowledge and agree that Client is an agency of the State of Florida for purposes of sovereign immunity and immune from suit except to the extent such immunity has been waived by the state.
- XVII. **EQUAL OPPORTUNITY** - Edgenuity shall comply with all federal and state laws prohibiting discrimination, including the Florida Civil Rights Act of 1992 and the Florida Educational Equity Act. CLIENT acknowledges that CLIENT and not Edgenuity decide which students are allowed use of Edgenuity's Licensed Content.
- XVIII. **FLORIDA ETHICS LAWS** - Edgenuity will comply with all applicable provisions contained in Chapter 112, F.S. None of CLIENT'S employees or board members has a material interest (as defined in Section 112.312(15), Fla. Stat.) in Edgenuity.
- XIX. **SALES TAX EXEMPTION** - Except to the extent CLIENT provides Edgenuity with a valid Form DR-14, Consumer's Certificate of Exemption pursuant to Section 212.08, Fla. Stat., Edgenuity will invoice CLIENT for and CLIENT agrees to promptly pay any sales tax levied by the State of Florida in connection with this Agreement.
- XX. **FIREARMS** - Edgenuity's employees will not bring a firearm or prohibited weapon onto CLIENT'S property.

- XXI. **AUDIT-** Client may audit Edgenuity under this Agreement for compliance matters upon reasonable written notice to Edgenuity. Any such audit will be conducted under normal business hours and days of operation.
- XXII. **PUBLIC AGENCY CONTRACTS:** To the extent that Edgenuity meets the definition of "contractor" under Section 119.0701 under Florida Statutes, in addition to other contract requirements provided by law, Edgenuity must comply with public record laws, including the following provisions of Section 119.0701. Florida Statutes:
- a. Keep and maintain public records required by the School Board to perform the service.
  - b. Upon request from the School Board's custodian of public records, provide the School Board 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, F.S., or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of Edgenuity or keep and maintain public records required by the School Board to perform the service. If Edgenuity transfers all public records to the School Board upon completion of the contract. Edgenuity shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Edgenuity keeps and maintains public records upon completion of the contract. Edgenuity shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
  - e. **IF EDGENUITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EDGENUITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD'S CUSTODIAN OF PUBLIC RECORDS:**

**NAME:**

**PHONE:**

**EMAIL:**

**ADDRESS:**

- f. Edgenuity acknowledges that the School Board cannot and will not provide legal advice or business advice to Edgenuity with respect to its obligations pursuant to this section related to public records. Edgenuity further acknowledges that it will not rely on the School Board or its counsel to provide such business or legal advice and that it has been advised to seek professional advice regarding public records matters addressed by this agreement. Edgenuity acknowledges that its failure to comply with Florida law and this agreement with respect to public records shall constitute a material breach of this agreement.

**ATTACHMENT C  
CURRICULUM PLAN**

**English/Language Arts**

Florida Course Code	Course Title
1000010	M/J Intensive Reading
1001010	M/J Language Arts 1
1001020	Advanced M/J language Arts 1
1001040	M/J Language Arts 2
1001050	Advanced M/J language Arts 2
1001070	M/J Language Arts 3
1001080	Advanced M/J Language Arts 3
1008010	M/J Reading 1
1006000	M/J Journalism
1001310	English 1
1001315	English 1 for Credit Recovery
1001320	English I Honors
1001340	English 2
1001345	English 2 for Credit Recovery
1001350	English 2 Honors
1001370	English 3
1001375	English 3 for Credit Recovery
1001380	English 3 Honors
1001400	English 4
1001402	English 4 for Credit Recovery
1001405	English 4: Florida College Prep
1001410	English 4 Honors
1000410	Intensive Reading
1006300	Journalism 1
1007300	Speech 1
1008350	Reading for College Success*
1009320	Creative Writing 1
1009300	Writing 1*
1009370	Writing for College Success*
1001420	AP English language & Composition
1001430	AP English Literature & Composition

*\*Tier II courses are highlighted*



**Math**

Florida Course Code	Course Title
1205010	M/J Grade 6 Mathematics
1205020	M/J Grade 6 Mathematics Advanced
1205040	M/J Grade 7 Mathematics
1205050	M/J Grade 7 Mathematics Advanced
1205070	M/J Grade 8 Pre-Algebra
1204000	M/J Intensive Math
1200310	Algebra 1
1200315	Algebra 1 for Credit Recovery
1200320	Algebra I Honors
1200330	Algebra 2
1200335	Algebra 2 for Credit Recovery
1200340	Algebra 2 Honors
1200370	Algebra 1-A
1200375	Algebra 1-A for Credit Recovery
1200380	Algebra 1-B
1200385	Algebra 1-B for Credit Recovery
1206300	Informal Geometry
1206305	Informal Geometry for Credit Recovery
1206310	Geometry
1206315	Geometry for Credit Recovery
1206320	Geometry Honors
1207300	Liberal Arts Math 1
1207305	Liberal Arts Mathematics 1 for Credit Recovery
1207310	Liberal Arts Math 2
1207315	Liberal Arts Mathematics 2 for Credit Recovery
1200700	Math for College Readiness
1200705	Mathematics for College Readiness for Credit Recovery
1200410	Mathematics for College Success
1200415	Mathematics for College Success for Credit Recovery
1200400	Intensive Mathematics
1298310	Advanced Topics in Mathematics
1298315	Advanced Topics in Mathematics for Credit Recovery
1202340	Precalculus Honors
1202310	AP Calculus AB
1210300	Probability and Statistics with Applications Honor
1211300	Trigonometry Honors
1201300	Mathematical Analysis Honors
1201315	Analysis of Functions Honors

*\*Tier II courses are highlighted*

## Science

Florida Course Code	Course Title
2000010	MJ Life Science
2002040	M/J Comprehensive Science 1
2002050	M/J Comprehensive Science 1 Advanced
2001010	MJ Earth/Space Science
2002070	M/J Comprehensive Science 2
2002080	M/J Comprehensive Science 2 Advanced
2003010	MJ Physical Science
2002100	M/J Comprehensive Science 3
2002110	M/J Comprehensive Science 3 Advanced
2001310	Earth Space Science
2001315	Earth/Space Science for Credit Recovery
2001320	Earth/Space Science Honors
2001340	Environmental Science
2001345	Environmental Science for Credit Recovery
2001380	AP Environmental Science
2000310	Biology
2000315	Biology 1 for Credit Recovery
2000320	Biology Honors
2003340	Chemistry
2003345	Chemistry 1 for Credit Recovery
2003350	Chemistry Honors
2003380	Physics
2003385	Physics 1 for Credit Recovery
2003390	Physics Honors
2002480	Forensic Science
2002500	Marine Science
2002400	Integrated Science I
2002405	Integrated Science 1 for Credit Recovery
2002420	Integrated Science 2
2002425	Integrated Science 2 for Credit Recovery
2002440	Integrated Science 3
2002445	Integrated Science 3 for Credit Recovery
2003310	Physical Science
2003315	Physical Science for Credit Recovery
2003320	Physical Science Honors
2001350	Astronomy/Solar/Galactic
<b>2000350</b>	<b>Anatomy &amp; Physiology*</b>

*\*Tier II courses are highlighted. Edgenuity (VIP) teachers only are bold italicized.*

**Social Studies**

Florida Course Code	Course Title
2106010	M/J Civics
2106020	M/J Civics Advanced
2100010	M/J United States History
2100015	M/J United States History & Career Planning
2100020	M/J United States History Advanced
2109010	M/J World History
2109020	M/J World History Advanced
2103015	M/J World Geography
2100310	United States History
2100315	United States History for Credit Recovery
2100320	United States History Honors
2101300	Anthropology*
2100340	African American History*
2102335	Economics with Financial Literacy*
2102340	Economics with Financial Literacy for Credit Recovery*
2102345	Economics with Financial Literacy Honors*
2102372	Personal Financial Literacy*
2106310	United States Government*
2106315	United States Government for Credit Recovery*
2106320	United States Government Honors*
2106350	Law Studies*
2107300	Psychology 1*
2107310	Psychology 2*
2108300	Sociology*
2103300	World Cultural Geography
2105310	World Religions*
2105340	Philosophy*
2109310	World History
2109315	World History for Credit Recovery
2109320	World History Honors
2109430	Holocaust*
2100330	AP US History
2103400	AP Human Geography
2107350	AP Psychology
2109420	AP World History

*\*Tier II courses are highlighted*

## World Languages

Florida Course Code	Course Title
707000	MJ Chinese Beginning
707010	MJ Chinese Intermediate
701000	MJ French Beginning
701010	MJ French Intermediate
702000	MJ German Beginning
702010	MJ German Intermediate
708000	MJ Spanish Beginning
708010	MJ Spanish Intermediate
711300	Chinese 1
711310	Chinese 2
701320	French 1
701330	French 2
701340	French 3 Honors
702320	German 1
702330	German 2
706300	Latin 1
706310	Latin 2
708340	Spanish 1
708350	Spanish 2
708360	Spanish 3 Honors
717300	American Sign Language I
717310	American Sign Language 2
701380	AP French Language and Culture
708400	AP Spanish Language and Culture

*\*Tier II courses are highlighted*

## MIDDLE SCHOOL ELECTIVES

<b><i>1508000 – M/J Fitness 6*</i></b>
<b><i>1508060 – M/J Comprehensive 6/7*</i></b>
<b><i>1508070 – M/J Comprehensive 7/8*</i></b>
1700060 – M/J Career Research and Decision Making
8000400 – Orientation to Career Clusters*
<b><i>0101010 – M/J Two-Dimensional Studio Art 1 A*</i></b>
<b><i>0101010 – M/J Two-Dimensional Studio Art 1 B*</i></b>
<b><i>0102040 – M/J Creative Photography 1 A*</i></b>
<b><i>0102040 – M/J Creative Photography 1 B*</i></b>
<b><i>0103000 – M/J Digital Art and Design 1 A*</i></b>
<b><i>0103000 – M/J Digital Art and Design 1 B*</i></b>
<b><i>1301090 – M/J Exploring Music 1 A*</i></b>
<b><i>1301090 – M/J Exploring Music 1 B*</i></b>

*\*Tier II courses are highlighted. Edgenuity (VIP) teachers only are bold italicized.*

**ATTACHMENT C (cont.)  
CURRICULUM PLAN**

**CAREER ELECTIVES**

0200305 - Computer Science Discoveries
1501380 – Personal Fitness Trainer
<b><i>1502500 – Sports Officiating*</i></b>
1700380 – Career Research and Decision Making*
8207310 – Digital Information Technology
8500120 – Personal and Family Finance*
8812110 – Principles of Entrepreneurship
8827110 – Marketing Essentials
<b>8106810 – Agriscience Foundations I A*</b>
<b>8106810 – Agriscience Foundations I B*</b>
<b>3027010 – Biotechnology I A*</b>
<b>3027010 – Biotechnology I B*</b>
<b>8209100 – Careers in Fashion &amp; Interior Design*</b>
<b>0108310 – Creative Photography A*</b>
<b>0108310 – Creative Photography B*</b>
<b>8800510 – Culinary Arts I A*</b>
<b>8800510 – Culinary Arts I B*</b>
<b>0800370 – Parenting I*</b>
<b>8405110 – Early Childhood Education A*</b>
<b>8405110 – Early Childhood Education B*</b>
<b>8006120 – Introduction to Alternative Energy A*</b>
<b>8006120 – Introduction to Alternative Energy B*</b>
<b>8121510 – Introductory Horticulture II A*</b>
<b>8121510 – Introductory Horticulture II B*</b>
<b>8500355 – Nutrition and Wellness*</b>
8500390 - The Principles of Food

**GENERAL ELECTIVES**

1900300 – Driver Education/Traffic Safety*
0100310 – Introduction to Art History*
0100320 – Art in World Cultures*
0800300 – Health 1: Life Management Skills*
0800310 – Health 2: Personal Health*
<b><i>0800320 – First Aid and Safety*•</i></b>
0800330 – Personal, Social, and Family Relationships*
1501300 – Personal Fitness*
1501310 – Fitness for Lifestyle Design*
1502470 – Recreational Activities/Individual Sports*
1502470 – Recreational Activities/Walking Fitness*
1502470 – Recreational Activities – Running*
1503350 – Team Sports 1*
1501340 – Weight Training 1
1700370 – Critical Thinking and Study Skills*
3026010 – HOPE – Core

*\*Tier II courses are highlighted. Edgenuity (VIP) teachers only are bold italicized.*



**TERMS AND CONDITIONS BETWEEN EDGENUITY INC. AND THE SUWANNEE COUNTY  
SCHOOL BOARD, FLORIDA**

These Terms and Conditions govern the provision of products and services as set forth in the applicable Edgenuity quote, customer-accepted proposal, or purchase order (collectively the "Quote," and with these Terms and Conditions, the "Agreement").

**1. DEFINITIONS.**

- a. **Subscription** refers to Edgenuity's internet based learning management software as a service. The Subscription includes access to the **Licensed Material** (defined below) and **Third Party Services** found at <https://www.edgenuity.com/third-party-terms.pdf>.
- b. **Licensed Material** refers to the Edgenuity products and services specified in the Quote or other agreement, which may include Edgenuity Courseware, audio, video and other content, curriculum, documentation and software including applets and animations.
- c. **Professional Development** refers to all implementation planning, program design, administrative and instructional training, consulting and coaching for education professionals provided by Edgenuity as described in the applicable Quote. Professional Development services are also subject to the additional terms contained in the attached Addendum.
- d. **Instructional Services** refers to services provided by Edgenuity including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Quote. Instructional Services are also subject the additional terms contained in the attached Addendum.

**2. LICENSE and SERVICES.**

- a. **License.** Edgenuity grants Customer a non-exclusive, non-transferable license to access and use Licensed Material for internal educational and training purposes solely for the Subscription as set forth in the Quote. This Agreement provides only Customer and Customer's specifically authorized instructors, administrators, students and parents ("End Users") access to and use of the Subscription solely for internal education- and training-related purposes. License and Service types are listed below:
  - i. **Concurrent License** - provides access to software throughout the Term by all authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing program simultaneous cannot exceed total quantity of licenses purchased.
  - ii. **Reusable License** - provides access to software throughout the Term by all authorized users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.
  - iii. **Single User** - available to a single User identified by name and designated as the sole Student User of the specific license throughout the Term. Licenses cannot be transferred to another User.
  - iv. **Site License** - provides access to software throughout the Term by all authorized Users located in the specific physical site identified on the Price Quote. Must be a traditional brick and mortar educational institution that provides educational services to students at a common physical location. Not available for virtual schools.
  - v. **Virtual School** - a Customer that is (a) a private school licensed by the applicable state where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student clients enrolled in a program by faculty of tutoring provider and such services are the primary purpose of enrollment by students Clients; or (c) a public program implemented by School District where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record regularly for learning; and (d) with respect to (a), (b), and (c) a Virtual School is not school that sells licenses or access to Software on a standalone bases or sells license or access to Software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

Licenses are available to access software throughout the Term by authorized Users not to exceed specific quantities stated on Price Quote.

- b. **Services.** If set forth in the Quote, Edgenuity will also provide Professional Development and/or Instructional Services, subject to the additional terms and conditions attached hereto as the Addendum for Instructional Services and Professional Development. Customer's access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Quote, or if the Subscription is terminated for any reason.
- c. **Edgenuity Technical and Customer Support.** Edgenuity will provide technical and customer support for the Service. Technical support includes system updates and enhancements when generally made available and pushed per Edgenuity's regularly scheduled maintenance. Information on customer support and technical requirements is found at <https://www.edgenuity.com/support/customer-support/>.

### 3. USE OF SUBSCRIPTION.

- a. **Customer Data and Student Data.** All data and materials uploaded or entered during use of the Subscription by Customer, including student information and student records, remain the property of Customer ("Customer Data"). All student-generated content and personally identifiable information about any students ("Student Data") shall remain the property of the student, or of the parent or legal guardian of the student. Customer represents and warrants that it has appropriate rights to any Customer Data and Student Data. Customer grants Edgenuity the right to use the Customer Data and Student Data solely for purposes of performing under this Agreement. Students (or Parents or legal guardians of the Student), retain ownership and control of all Student Data that is provided or accessed through Edgenuity's course, and ownership of such Student Data never passes to Edgenuity. During the term of this Agreement, Customer may export Customer Data and Student Data to the extent allowed by the functionality within the Subscription. For training and demonstration purposes, Edgenuity may use and share Customer Data and Student Data, but will share only with supervisors, instructors and other Customer employees who have appropriate authorization.
- b. **Customer Responsibilities.** Customer must (i) keep its passwords secure and confidential; (ii) be solely responsible for Customer Data and all activity in its account; (iii) use commercially reasonable efforts to prevent unauthorized access to its account and notify Edgenuity promptly of any such unauthorized access; and (iv) use the Subscription as described in Edgenuity's written technical guides. Customer authorizes its integrators or other third party vendors and Edgenuity to conduct initial setup and to allow continued access to the Subscription for the sole benefit of Customer. Customer may provide Edgenuity the name and contact information for all third parties authorized by Customer, or necessary for Customer to use the Subscription. Customer is solely responsible for ensuring compliance by its authorized integrators or other third party vendor(s) with all federal, state and local privacy laws and regulations. **EDGENUITY HEREBY DISCLAIMS FOR ALL PURPOSES AND CIRCUMSTANCES ANY RESPONSIBILITY OR LIABILITY FOR USE OF THE PRODUCTS INCLUDING THE CUSTOMIZATION THEREOF.**

### 4. WARRANTIES and DISCLAIMERS.

- a. **Compliance Warranty & Privacy Policy.** Edgenuity will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations applicable to its performance under this Agreement ("Applicable Laws"), including without limitation the Family Educational Rights and Privacy Act ("FERPA"), and the Children's Online Privacy Protection Act ("COPPA"). Edgenuity's Privacy Policy, which is incorporated by reference into these terms and conditions, contains additional terms regarding Edgenuity's use of and commitment to safeguarding Student Data, and compliance with other student privacy laws. Customers and End Users can find Edgenuity's privacy policy at <http://www.edgenuity.com/Information/Privacy/>. Customer is responsible for providing notice of its own privacy policy to parents of its student and for obtaining any necessary parental consents for students to use the Subscription as may be required by Applicable Law.
- b. **Professional Development and Instructional Services Warranty.** Edgenuity warrants that it will provide Professional Development and/or Instructional Services in a professional and competent manner consistent with the terms of this Agreement and under generally accepted industry standards.
- c. **Edgenuity Service Warranty.** Edgenuity warrants that it will make commercially reasonable efforts to maintain the online availability of the Subscription. **CUSTOMER'S EXCLUSIVE REMEDY AND EDGENUITY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR EDGENUITY TO REPAIR THE NON-CONFORMING SERVICE, OR IF EDGENUITY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN EDGENUITY MAY TERMINATE ACCESS TO THE SUBSCRIPTION AND REFUND A PORTION OF THE FEE.**



- d. **DISCLAIMERS.** THE SUBSCRIPTION IS PROVIDED “AS IS” AND WITH ALL FAULTS. EXCEPT FOR THE ABOVE WARRANTIES, THE SUBSCRIPTION AND ANY PROFESSIONAL DEVELOPMENT AND INSTRUCTIONAL SERVICES ARE PROVIDED ON AN “AS-IS” AND “WHEN AVAILABLE” BASIS. EDGENUITY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING THE SUBSCRIPTION AND SERVICES TO THE EXTENT ALLOWED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE OPERATION OR CONNECTIVITY OF THE SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SUBSCRIPTION WILL BE FREE OF ALL POSSIBLE METHODS OF UNAUTHORIZED ACCESS, ATTACK, OR INTRUSION.
5. **PAYMENT, INVOICING AND TAXES.** Unless otherwise provided in the Quote, Customer will pay the amount of each invoice net 30 days after the invoice date. Except to the extent that Customer provides Edgenuity with a valid tax exemption certificate authorized by the appropriate taxing authority, Customer must pay any taxes, impositions, or other charges imposed or levied by any governmental authority, including any sales, use, value-added, or withholding taxes, in connection with the Quote, excluding Edgenuity income and payroll taxes.
6. **MUTUAL CONFIDENTIALITY.**
- a. **Definition of Confidential Information.** Confidential Information means all non-public information including Personally Identifiable Information (“PII”) as defined by Applicable Law, disclosed by a party (“Discloser”) to the other party (“Recipient”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (“Confidential Information”). Edgenuity’s Confidential Information includes without limitation the Service, its user interface design and layout, pricing information, and the Licensed Material.
- b. **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement.
- c. **Exclusions.** Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance written notice to seek a protective order.
7. **EDGENUITY PROPERTY.**
- a. **Reservation of Rights.** The content, documentation, software, workflow processes, user interface, designs, know-how and other items provided by Edgenuity as part of the Subscription, any Instructional Services or Professional Development, or in response to Customer requests for customized content are the proprietary property of Edgenuity and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Edgenuity and its licensors. Customer may not remove or modify any proprietary marking or restrictive legends in the Edgenuity Courseware. Edgenuity reserves all rights unless expressly granted in this Agreement.
- b. **Restrictions.** Customer may not (i) sell, resell, rent or lease the access to the Subscription or use it in a service provider capacity; (ii) use the Subscription to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Subscription or attempt to gain unauthorized access to the Subscription or its related systems or networks; (iv) use the Subscription for other than internal Customer educational purposes; (v) reproduce, frame, mirror, modify, translate, enhance, decompile, disassemble, copy, download or reverse engineer the Subscription or modify, create derivative works based on the Subscription; or (vi) access the Subscription to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.
8. **TERM AND TERMINATION.**
- a. **Term.** The Term of this Agreement and Customer’s access to the Subscription, Services, and any instructional Services or Professional Development services will continue for the period indicated on the applicable Quote, unless terminated by Edgenuity for material breach. The term of the Agreement begins and ends on the effective dates stated in the Price Quote for Services (“Term”) and Customer only has the right to use the Products and/or Service during the Term. The Term may be extended for an additional one (1) year renewal term (or other duration stated in the invoice) upon Edgenuity’s issuance of an invoice for extension and either: (a) payment for such invoice by Customer or (b) Customer’s continued accessing and use of the Products and/or Service.

- b. **Funding-Out Clause.** If Customer is a governmental entity receiving federal funds, Customer's payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Edgenuity in writing within thirty (30) calendar days before termination. Upon termination, Edgenuity will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.
- c. **Non-payment of Fees.** Edgenuity may terminate the Agreement and access to the Subscription in a Quote within ten (10) days after Customer receipt of a notice of non-payment of amounts owed under that Quote.
- d. **Mutual Termination for Material Breach.** Except for 7(b), if either party is in material breach of this Agreement, the non-breaching party may terminate this Agreement at the end of a written thirty (30) calendar day notice and cure period, if the breach has not been cured.
- e. **Access to and Return of Customer Data and Student Data.** For a period of up to sixty (60) days after termination, upon request, Edgenuity will make the Subscription available for Customer to access and export Customer Data and Student Data. Alternately, Customer may submit a written request to Edgenuity up to sixty (60) days after termination, to request the deletion of Student Data (other than anonymized or de-identified data that may be retained pursuant to Edgenuity's Privacy Policy).
- f. **Suspension for Violations of Law.** Edgenuity may temporarily suspend the Subscription or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Subscription, Customer has violated a law. Edgenuity will attempt to contact Customer in advance.
- g. **Return or Destroy Edgenuity Materials Upon Termination.** Within sixty (60) days after expiration or termination of this Agreement for any reason, upon request, Customer agrees to return, delete or destroy all proprietary Edgenuity materials provided by Edgenuity. Customer will confirm its compliance with this destruction or return requirement in writing upon request of Edgenuity.

**9. LIABILITY LIMIT.**

- a. **EXCLUSION OF INDIRECT DAMAGES.** EDGENUITY IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF DATA, RECORDS OR INFORMATION; AND LOST PROFITS), EVEN IF IT KNOWS OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
- b. **TOTAL LIMIT ON LIABILITY.** EDGENUITY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD BEFORE THE EVENT THAT GAVE RISE TO THE LIABILITY.

**10. INDEMNITY.**

- a. Edgenuity will defend or settle any third party claim against Customer to the extent that such claim alleges that Edgenuity technology used to provide the Subscription violates a copyright, patent, trademark or other intellectual property right. Customer must promptly notify Edgenuity of any such claim in writing, cooperates with Edgenuity in the defense, and allow Edgenuity solely to control the defense or settlement of the claim. If such a claim appears likely, then Edgenuity may modify the Subscription, procure the necessary rights, or replace the infringing part of the Subscription with a functional equivalent. If Edgenuity determines that none of these are reasonably available, then Edgenuity may terminate the Subscription and refund any prepaid and unused fees. Edgenuity has no obligation for any claim, in whole or in part, arising from information, items or technology not provided by Edgenuity or for any third party services not owned by Edgenuity. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND EDGENUITY'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.
- b. To the extent permitted under Applicable Law, each party will defend, indemnify and hold harmless the other party from and against any third party claims, injuries, losses, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys' fees) that arise from or relate to (i) the indemnifying party's negligence, misconduct or breach of this Agreement; and (ii) an indemnifying party's violation of Applicable Law.

**11. OTHER TERMS.**

- a. **Governing Law.** If Customer is a public school or district or other state or municipal governmental agency, this Agreement will be governed by the laws of the state where the Customer resides, excluding any conflict of law principles. Otherwise, this Agreement will be governed by the laws of the state of Arizona.
- b. **Entire Agreement and Changes.** These Terms and Conditions (and any Attachments) and the Quote constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether

oral or written, related to this subject matter. The Parties may modify this Agreement only by written agreement signed by both parties.

- c. **No Assignment.** Neither party may assign or transfer this Agreement or a Quote to a third party, except that this Agreement with all Quotes may be assigned, without the consent of the other party, as part of a merger or sale of all or substantially all the assets of a party.
- d. **Independent Contractors.** The parties to this Agreement are independent contractors, and this Agreement does not create any partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- e. **Feedback.** By submitting ideas, suggestions or feedback to Edgenuity regarding the Subscription, Customer agrees that items submitted do not contain confidential or proprietary information; and Customer grants Edgenuity an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.
- f. **Enforceability and Force Majeure.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Except for the payment of fees, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events, failure of Internet services, any third party service and telecommunications services.
- g. **Money Damages Insufficient.** Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
- h. **No Additional Terms and Order of Precedence.** This Agreement supersedes any additional or conflicting terms of any Customer form-purchasing document. If there is an inconsistency between these Terms and Conditions and any Quote, the Quote will prevail only with respect to pricing, duration and service specific terms.
- i. **Survival of Terms.** Sections 5 through 10, 11(a) (e) (g) (h) and (i) shall survive termination of this Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the Effective Date.

<b>Customer:</b> Suwannee County School Board	<b>Edgenuity Inc.</b>
Signature:	Signature:
Printed Name: Ted L. Roush	Printed Name:
Title: Superintendent of Schools	Title:
Date:	Date:
Address: 1740 Ohio Avenue, South Live Oak, FL 32064	Address: 8860 East Chaparral Road, Suite 100 Scottsdale, AZ 85250

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

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

**Addendum for Instructional Services & Professional Development**

1. **APPLICABILITY.** These additional terms and conditions apply if the Quote includes the purchase of Instructional or Professional Development Services from Edgenuity. In the event of a conflict between these additional terms and the Edgenuity Standard Terms and Conditions, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services.
2. **CUSTOMER LIAISON.** Customer will designate an individual to serve as its primary liaison to Edgenuity for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Subscription.
3. **HOURS OF AVAILABILITY.** Edgenuity Instructional and Professional Development Services will be available during the business hours specified by Edgenuity, or if Customer requires Instructional Services for certain times or additional hours, such requirements must be specified in the Quote prior to the beginning of the Subscription. Requests for access to Instructional or Professional Development Services not already provided for in the Quote must be made or approved by the Customer Liaison, and may result in additional charges.
4. **NO GUARANTY OF OUTCOMES.** Edgenuity cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.
5. **INSTRUCTIONAL SERVICES.** If specified in the Quote, Edgenuity will provide virtual access to teachers or coaches (or both) ("Edgenuity Instructors") who are hired, trained, supervised, and paid by Edgenuity, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Subscription (the "Virtual Programs"). Customer is responsible for (a) providing secure internet access for End Users to use the Virtual Programs; (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and Customer policies; (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Edgenuity Instructors and students and parents; (d) determining appropriate student courses and verifying student schedules; (e) monitoring student attendance and ensuring compliance with applicable state requirements; and (f) assisting students not making adequate progress.
  - a. **Instructor Requirements.** Customer shall be responsible for advising Edgenuity of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Edgenuity Instructors as may be imposed by Applicable Law ("Instructor Requirements"). Edgenuity shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Edgenuity Instructors, and for ensuring that all Edgenuity Instructors meet and comply with Instructor Requirements.
  - b. **Exceptional Student Services.** If Customer is a public entity receiving federal funds, Customer is considered the "Local Educational Agency," or LEA, as that term is defined by Applicable Law, and Customer is solely responsible for the provision of any special education services. Edgenuity's services do not include (i) providing special education services; (ii) creating, implementing or providing Individualized Education Programs (IEP); (iii) providing reasonable accommodations or any services to insure compliance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act, or any other Applicable Law. Notwithstanding the foregoing, Edgenuity will discuss, formulate and make reasonable adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, provided that Customer provides necessary IEPs and section 504 documentation to Edgenuity. Customer shall be solely responsible for the costs of any required adjustments or accommodations.
  - c. **State Testing.** Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing by End Users. Customer is also responsible for receiving, distributing, administering, proctoring and returning all state mandated standardized tests under applicable state law, policies and procedures.
  - d. **Reporting and Withdrawal of Students/End Users.** Where reporting of student results is required by Applicable Law, Customer shall be responsible for insuring the accuracy and completeness of student information used, relied upon, or reported by Edgenuity in providing the Instructional Services, and shall promptly notify Edgenuity if any student information needs to be corrected or updated. Upon notice to Customer, Edgenuity reserves the right to withdraw End User access for students who fail to take required tests or maintain adequate progress.
6. **PROFESSIONAL DEVELOPMENT SERVICES.** If included in the Quote, Edgenuity may also provide Professional Development Services, ("PD Services") which may include training and instruction to Customer's instructors and administrators on the implementation and use of the Subscription, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in the Quote. Customer shall be solely responsible for providing necessary equipment and secure internet access to facilitate the PD Services, and for scheduling the PD Services at least two (2) weeks in advance.
  - a. **Charges for PD Services.** Before delivering Professional Development Services, Edgenuity must receive a signed Quote

specifying the number of hours included and the cost of the services provided, and all necessary setup and implementation services required to demonstrate and use the Subscription must be completed. PD Services will be available for use by Customer only during the Term of the Subscription. PD Services purchased but not scheduled and delivered within the first year of the Term may be forfeited without notice. If there are any changes or cancellations of PD services less than 72 hours prior to the scheduled delivery date, Customer agrees to reimburse Edgenuity for travel and other out-of-pocket expenses incurred. The Parties must document in writing and sign any grace periods or extension of time for delivery of PD Services.

- b. **Use of Customer's Facilities.** If Edgenuity will be providing any PD Services at Customer's premises, Customer shall advise Edgenuity in advance of any Instructor Requirements for Edgenuity personnel, and Edgenuity will be responsible for insuring that all Professional Development personnel meet and comply with all such requirements.
7. **NO UNAUTHORIZED RECORDING OR REPRODUCTION.** All content delivered by Edgenuity as part of Instructional or PD Services are the property of Edgenuity, and customer may not record, reproduce or copy such content without Edgenuity's express written authorization.

**ATTACHMENT E**

**1. E-Verify.** Effective July 1, 2020

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



## Price Quote for Services

## Suwannee County School District

Live Oak FL

Edgenuity Inc.  
8860 E. Chaparral Road  
Suite 100  
Scottsdale AZ 85250  
877-725-4257

Date 7/1/2020  
Quote # 148669  
Vendor #

Payment Schedule		Pricing Expires	Contract Start	Contract End
Net 30		6/30/2021	7/1/2020	6/30/2021

Header	Quantity	Description	Per Unit	Amount
Edgenuity Teachers - ...	1	IS Teaching Services per semester course - Teaching Services - part-time, supplemental (per semester) \$225 Per Semester Enrollment (All Non Advanced Placement Courses)	0.00	0.00
Edgenuity Teachers - ...	1	IS Teaching Services per semester course - Teaching Services - part-time, supplemental (per semester) \$325 Per Semester Enrollment (All Advanced Placement Courses). Includes Required AP textbooks and materials.	0.00	0.00
Course Charge - Distri...	1	Course Charge Only - When district uses an SIS enrollment with their teachers	0.00	0.00
Course Charge - Edge...	1	\$20 Per Enrollment. Charged when students reaches either 20% complete or 28 days enrolled.	0.00	0.00
eDynamic Course Ch...	1	IS Teaching per Semester (18 week) Course - Course-Only Fee - Edgenuity Courses (per course) with Edgenuity's teachers - Student doesn't reach 20% by 28 days - \$45	0.00	0.00
K-5 Workbook	1	eDynamic Electives Per Enrollment Per Semester (14 day drop/add grace period) - \$85/Course	0.00	0.00
K-5 Course	1	IS Elementary Course Workbook (non-refundable, one semester) \$25 per workbook	0.00	0.00
		IS Elementary Course for use with District's teachers. \$100 per semester enrollment		
Total				\$0.00

Edgenuity will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Edgenuity will invoice the customer for the additional usage.

This quote is subject to Edgenuity Inc. Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions-of-sale.pdf>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Edgenuity's written consent.

Customer

Edgenuity Inc. Representative

Signature

Print Name

Title

Not valid unless accompanied by a purchase order.

Please specify a shipping address if applicable.

Please e-mail this quote, the purchase order and order documentation to [AR@edgenuity.com](mailto:AR@edgenuity.com) or fax to 480-423-0213.

8860 E. Chaparral Rd., Suite 100, Scottsdale, Arizona 85250 877.7CLICKS Fax: 480.423.0213 [www.edgenuity.com](http://www.edgenuity.com)

SCSB 2020-64 2021-61

**PROVIDER AGREEMENT COURSE AND VIRTUAL INSTRUCTION SCHOOL SERVICES AGREEMENT**

This Agreement for services ("**Agreement**") made and entered into by and between Edgenuity Inc. (hereafter "**PROVIDER**," or "**Edgenuity**") having principal offices at 8860 E. Chaparral Road, Suite 100, Scottsdale, AZ, 85250; and the Suwannee County Schools School District (hereinafter "**CLIENT**"), having principal offices at 1729 Walker Avenue, SW, Suite 200 1740 Ohio Ave. South, Live Oak, FL-Florida, 32064.

This Agreement supersedes and cancels any prior agreements and/or understandings between the parties concerning the subject matter. There are no provisions, representations, undertakings, agreements, or collateral agreements between the parties other than as set forth in this Agreement.

The parties by their authorized representatives have entered into this Agreement as of the 27-1st day of August July, 2019 2020 (the "**Effective Date**").

CLIENT and PROVIDER agree to the Description of Work contained in Attachment A (Description of Work); Attachment B (Payment Terms and Conditions); Attachment C EDGENUITY INC.

CLIENT: Suwannee County School Be

By: _____	By: f V/s/fAJc
Name: ^5ezUi G- fe+cAbS	Name: tEetl L. Roush
Title: _____	Title: Superintendent of Schools
Date: _____	Date: AUG 27 2019

(Detailed Curriculum Plan); and Attachment D (The Standard Terms and Conditions), all incorporated herein as part of the Agreement, as true and accurate; and Attachment E (E-Verify).

This contract shall be "**Effective**" effective upon the date upon which it is signed by both the CLIENT and the PROVIDER, whichever is later.

**TERM**

This Agreement shall be effective on the Effective Date for a period of one (1) year and shall be terminable in accordance with the requirements herein, with the option of one (1)-year renewal after written acceptance and approval from both parties.

Chairperson, Suwannee County School Board

"Approved-  
a#/to/

and Sufficiency

Edgenuity provides both state and nationally aligned courses

and is also a state of Florida approved Virtual Instruction Provider ("VIRTUAL PROVIDER Agreement / Edgenuity Inc. through this VIRUTAL SCHOOL SERVICES AGREEMENT. Edgenuity offers the CLIENT, the platform, support and flexibility to provide a wide selection of course



# INFO ONLY

EDGENUITY INC.

CLIENT: Suwannee County School Be

Bv: _____	By: f V/s/fAJc
Name: ^5ezUi G- fe+cAbS	Name:tEetl L. Roush
Title: _____	Title: Superintendent of Schools
Date: ^	Date: AUG 2 7 2019

offerings for students. This VIRTUAL SCHOOL SERVICES AGREEMENT is offered for use with both the CLIENT's teachers ("Partner Teachers") and/or the PROVIDER's teachers ("Edgenuity Teachers").

Customer:	Edgenuity Inc.
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Address:	Address: 8860 East Chaparral Road, Suite 100 Scottsdale, AZ 85250

PROVIDER Agreement / Edgenuity Inc.

**INFO ONLY**

**SCSB 2020-64 2021-61**

BY\_\_

Leonard J. Dietzen, III Rumberger,  
Kirt & Caldwell, P.A., Suwannee School  
Board Attorney<sup>21</sup>

INFO ONLY

**SCSB 2020-64-2021-61**

**ATTACHMENT A**  
**Description of Work**

As more fully set forth in Attachment B, the PROVIDER is to assist in the operation of a K-12 virtual school that provides a free-to-students, a full time and/or part time 180-day, or more, online instructional program to eligible students during the 2020/21 school year. CLIENT will be provided online courses to be used with their own teachers. PROVIDER will supply all necessary online courseware as set forth in Attachment B, and as further defined by the PROVIDER'S Standard Terms and Conditions, and through any subsequent changes established by joint written agreement between CLIENT and PROVIDER. Any instructional staff provided by the PROVIDER shall 2020-2021 school year. The PROVIDER is to provide each school/district and its staff with the necessary platform, online courses, and support for successful operation of their virtual school. If, and when any instructional staff is provided by PROVIDER, for the delivery of online courses, instructional staff must be highly qualified as identified by NCLB-ESSA standards and hold a valid Florida teaching certificates under provisions of Chapter 1012, Florida Statutes. The PROVIDER will ensure all employees and contracted personnel undergo background screening as required by s. F.S. 1012.32, Florida Statutes, using state and national criminal history records and will provide a provide a list of instructional employees to the CLIENT for verification of compliance according to the PROVIDER'S PROVIDER's standard procedures. If additional background checks are required by CLIENT by CLIENT, CLIENT will so state in writing to PROVIDER. PROVIDER will provide information as requested by Client Liaison as described below in #9 in regards to regarding monitoring. All curriculum and course content used by Edgenuity teachers will align to the Florida Standards. The PROVIDER agrees to comply with any student progression plan, student calendar and other standard policies to support a virtual program in compliance with applicable Florida Statutes except as described in the PROVIDER'S Virtual Instruction Provider's Standard Terms and Conditions incorporated herein and available at: <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions.pdf>. As required in s. F.S. 1002.45, a detailed curriculum plan (available online courses) is provided in Attachment C that illustrates how students will be provided services and be measured for attainment of proficiency in the Florida Standards for each grade level and subject. For districts who select the provision of a full-time virtual instruction program to students in grade 9-12, the PROVIDER will report the successful completion of courses to the CLIENT and it is the CLIENT'S responsibility to notify and test students on any required state testing, and when appropriate, to confirm that a student has satisfied the requirements for graduation in s. 1003.428, s. 1003.429, or s. 1003.43. The PROVIDER will establish a standard schedule for providing data for required state reporting that enables timely submission to the Department of Education. Using the data provided to PROVIDER by CLIENT, PROVIDER will use commercially reasonable efforts to provide timely, accurate and complete education data. While the While the education data is under the under the control of the PROVIDER, PROVIDER will use commercially reasonable security measures and controls as required by FERPA. Further Roles of the Client shall include:

1. Manage the enrollment process, including communications with students and parents,  
regarding the enrollment process.
- PROVIDER Agreement / Edgenuity Inc.

## ROLE OF THE CLIENT

1. Assign virtual school students appropriate school numbers. When using PROVIDER'S teachers, the school number 7001 will be used under the appropriate provider by code and other actions required by the Florida Department of Education.
2. Verify the enrolled students are eligible to participate in the virtual school.
3. Provide and communicate testing locations to parents/guardians and students for all Full-Time students using Edgenuity as both the school of enrollment and school of instruction, for any required testing and to administer any required testing; to provide readiness screening for students entering grade K.
- 4.2. Provide any required services to support a student's IEP. Notify, communicate, and/or provide support services consistent with the legal requirements for serving students with special needs in a virtual school. These special needs could be seen in an IEP, including a 504, be an English Language Learner (ELL) or others as mutually identified.
5. Provide an English Language Learner ("ELL") certified teacher for students requiring ELL education that will meet all ELL eligibility requirements, unless otherwise agreed by both parties in writing. PROVIDER may make recommendations for ELL accommodations within the PROVIDER courses or offer other services and elective courses to meet this need.
6. Manage the student admissions process, consistent with school policies and applicable law. Such administration shall include the management of the student application and enrollment process and fielding all communications with students and their parents regarding the application and enrollment process.
7. Create and manage all marketing and promotional materials, collateral, advertisements or solicitations associated with recruiting, registering, and orienting students to the Virtual School. Upon request the PROVIDER may can provide assistance with these efforts.
8. Provide staff, as deemed appropriate, to provide student support as needed that may include counseling and/or administrative support.
9. Designate to the PROVIDER, a CLIENT Liaison to act for the CLIENT in all matters pertaining to this contract, including but not limited to monitoring compliance pursuant to State and Client policy, and to accept and approve all deliverables, completions and invoices. This may be the virtual school director, principal, or another designated staff member.
- 40.3. Client (i) must keep its passwords secure and confidential and confidential; (ii) is solely responsible for its Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Provider promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service's written technical guides and applicable law. Client may allow authorized third parties to access the Service in compliance with the terms of this Agreement, so long as the access is for the sole benefit of Client. Client is responsible for compliance by such Client authorized third parties with this Agreement.

Virtual Instruction Provider Agreement / Edgenuity, Inc.

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third parties with this Agreement.

44. Accept standard publications of the PROVIDER for all compliance and documentation purposes (i.e., program guide for information and data about the curriculum, student handbook for school policies and procedures and hours of personnel availability, state reporting for certification status and physical location of personnel, monthly school report for student-teacher, teacher ratios, teacher load limits, limits, state data submissions and state report cards for completion, promotion, and other accountability outcomes).

42. ~~Accurately code all required data for virtual students to the Florida Department of Education.~~

43.5. Provide ~~any required~~ the PROVIDER with student data ~~to the PROVIDER so the PROVIDER~~ provider can meet Florida Department of Education reporting requirements to include gender, grade, ethnicity, ELL status, special education, FSA, ELA and math FSA, ELA and math assessment results, EOC data, and graduation EOC data and graduation data or other data as requested as requested.

44. ~~For payment, report to the state all students served under this Agreement as reported to the CLIENT by the PROVIDER.~~

46.6. Pay the VIRTUAL INSTRUCTION PROVIDER in accordance with Attachment B.

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# INFO ONLY

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17. Provide any required information to parents and students about their right to participate in CLIENT'S virtual school.
18. Provide appropriate documentation for graduating seniors.
19. Fulfill the requirements of a virtual school set forth in s. 1002.45, F.S., that are not specifically identified as responsibilities of the PROVIDER under the terms of this Agreement.

## **ATTACHMENT B PAYMENT TERMS and CONDITIONS**

### **Payment Terms and Conditions**

#### **Edgenuity Curriculum and Instructional Services FLORIDA PROVIDER Pricing**

Edgenuity Instructional Services is an approved Florida PROVIDER and offers schools and districts the flexibility to partner with Edgenuity to provide instructional teaching services and online courses to support their virtual school needs.

Agreement Options	
<b>PROVIDER Services</b>	<b>Pricing</b>
Teaching Services – part time, supplemental (per semester)	\$225
Teaching Services – full time student, full time enrollment (per	\$1750
<b>Partner Teacher Course Provider</b>	<b>Pricing</b>
(6-12) Courses	
(K-5) Courses – per course, year long, includes associated workbooks	See Attachment C \$250
<b>Other Fees</b>	<b>Pricing</b>
Course Only Fee – Part Time (cost of course)	See Attachment C
Course Only Fee – Full Time	\$450
Print Materials – For Elementary Core and AP (Advanced Placement)	See Attachment C
<b>PROVIDER Services Include</b>	

**PART TIME** – This service provides students with an Edgenuity semester course (20 week enrollment period) and an academic support team comprised of highly qualified and state certified instructors and on demand concept coaches for core subject area secondary courses.

**FULL TIME** – This service provides the full time student with up to six (6) semester courses (20 week enrollment period) and an academic support team comprised of highly qualified and certified instructors, on demand concept coaches for core subject area secondary courses, and success coaches. All Full Time students should be coded with the district's student information system as 7001 for both the school of enrollment and school of instruction.

#### **Partner Teacher Course Provider Services Include**

Access to all available online courses. Associated books, workbooks and other print materials if needed or desired, for elementary courses and Advanced Placement (AP) courses may require additional fees incurred.

**ATTACHMENT B – Continued**

#### **Payment Terms and Conditions PROVIDER Services**

**IV. Successful Completion** – student must earn a minimum grade of 60 % while also reaching a mutually agreed upon course progress threshold, or an overall weighted plan for full time elementary students.

**V. Full Time Student** – a full time student is not defined by the number of courses they are enrolled in. A student is deemed a "full time" time student when their school of record and their school of instruction are both identified by 7001 along with the Edgenuity provider code.

#### **Virtual Instruction and District Partner Course Provider Services**

**District (Partner) Teacher** – refers to teachers provided by the CLIENT using Edgenuity

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courses. Partner teachers can teach the Edgenuity courses using the instructional model that is of their choosing, is chosen for them by the school, a customized model, or the Partner Teacher may use the Edgenuity instructional model.

**Edgenuity (VIP) Teacher** – refers to teachers provided by the PROVIDER using Edgenuity courses. Edgenuity instructors, using Edgenuity's instructional model, augment course content via remediation, modification and enrichment through web meetings, virtual office hours, email and SMS communication. Instructors also grade course assignments and projects.

**Concept Coach** – refer to coaches who perform on demand concept demonstrations using interactive technology tools for core courses, ELA, Math, Social Studies, and Science. Edgenuity concept coaches ("On-demand tutors") are available Monday through Saturday, 8:00 AM to 11:00 PM EST.

**Enrollment Period** –refers to the standard course enrollment period of twenty (20) weeks. Extensions may be requested.

• **Course-Only Fee/Course Fee** – refers to the amount charged for a student's use of curriculum and/or services a course. This amount is charged, regardless of who is teaching who teaches the course, when the student is no longer eligible for Drop/Grace.

**Instructional Fee** – refers to the cost of a successful completion when using an Edgenuity teacher.

**Successful Completion** - student must earn a minimum grade of 60%, unless changed in writing by the district.

• **Drop/Grace** - refers to the period of time in which a student may be withdrawn from courses course(s) without incurring any fees. The Drop/Grace period is further defined as: period prior to when a student reaches reaching either twenty percent (20%) progress in the course, or reaches or reaching twenty-eight (28) days enrolled in the course, whichever comes first.

• **Billing Roster** – Edgenuity will send the billing roster will be sent twice per year, once in December, and again in June. Billing to district administrators twice each year, in January and in June. These billing rosters will reflect charges for both successful completions and any course-only fees. The December-January billing roster will typically cover usage for the first semester, and the June billing roster will typically cover usage for the 2nd semester. Any summer school usage will be handled by an additional billing roster, or by a mutually agreed upon billing arrangement second semester. The district administration has 7-seven (7) days after receiving the billing roster to identify any errors, and suggest needed corrections. Once either the seven (7) day review period of the billing roster has ended, or upon agreement has been reached of the billing roster, the invoice will be created and sent dispute the invoice and request revisions. Edgenuity will review the request and provide a revised invoice for payment.

**\*Drop/Grace Note-** data suggests that when a student does not reach 20% course progress within the first 28 days of enrollment, that the chance of successful completion diminishes greatly. It is at the discretion of the district, and is the responsibility of the district, to use the Drop/Grace option, to withdraw a student from their course enrollment(s), prior to first 28 days of enrollment, that the chance of successful completion diminishes greatly. It is at the discretion of the district, and is the responsibility of the district, to use the Drop/Grace option, to withdraw a student from their course enrollment(s), prior to them reaching 28 days enrolled, to avoid the course-only fee. This is regardless of whether the district is district is providing their own teachers (Partner Teachers) or are using Edgenuity's teachers or the district is providing their own teachers teachers.

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**ATTACHMENT B (CONT.)**  
**PAYMENT TERMS and**  
**CONDITIONS**

**Attachment B—Continued**

- I. ~~VIRTUAL INSTRUCTION and PARTNER TEACHER COURSE PROVIDER~~ shall provide the Curriculum and/or Instructional Services identified in the "Payment Terms and Conditions" pricing table (the "Deliverables").
- II. PROVIDER will commit its teachers to a student-teacher ratio consistent with the Florida Virtual School program, which is ~~one teacher per 30 students for grades K-5, one teacher per 65 students for grades 6-8 and one teacher per 200 students for grades 9-12.~~
- III. ~~To the best of the PROVIDER'S knowledge, the~~ III. The PROVIDER further warrants that as to each Deliverable produced pursuant to this Contract, ~~PROVIDER'S PROVIDER'S~~ production of the Deliverable and the CLIENT'S use of the Deliverable, will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Section 102-105 and to each exclusive right established in 17 U.S.C. Section 106. ~~To the best of the PROVIDER'S knowledge, in~~ furtherance of this provision, the PROVIDER warrants that:
  - a. As to each work of software or other "information technology" as identified in s. 287.0041(11), Florida Statutes, in which copyrights subsist, the PROVIDER has acquired the rights by conveyance or license to any third-party software or other information technology, which was used to produce the Deliverables.
  - b. As to each image and sound recording incorporated into a Deliverable, the PROVIDER has acquired the necessary rights, releases and waivers from the person whose image or sound is included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, ~~audiovisual~~ audio-visual, work or sound recording from which the included image or sound was taken.
- IV. If there is a modification to the rules and regulations approved by the Florida Board of Education in contradiction to the terms outlined in this contract, the Parties will amend the contract as necessary to bring the contract into accord with the rules and regulations so long as such change does not materially change the Deliverables as currently defined.
- V. PROVIDER will implement, maintain, and use appropriate administrative, technical, or physical security measures to the full extent required by Title 20, Section 1232g, United State Code, The Family Educational Right and Privacy Act (FERPA), in order to maintain the confidentiality of ~~student/education~~ student/education records.
- VI. PROVIDER has filed for or is the owner of various trademarks and logos. The CLIENT will be granted the use of such logos and trademarks in connection with its virtual school offering ~~PROVIDER Virtual Instruction Provider Agreement~~

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but use of such trademark and logos shall be used only in connection with those ~~services~~ services provided under this contract.

VII. PROVIDER will maintain and keep in force Worker's Compensation, Liability and Property Damage

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- VII. Insurance to protect it from claims under worker's compensation claims for personal injury, including death, and claims for damages to any property of the CLIENT, or of the public, which may arise from operations under this Agreement, whether such operations be by PROVIDER, or by any subcontractor or anyone directly or indirectly employed by PROVIDER.
- VIII. In no event will the ~~CLIENT, CLIENT or CLIENT's~~ members, CLIENT officers, employees, or agents be responsible or liable for the debts, acts or omissions of the PROVIDER, its officers, employees, or agents. This does not excuse the CLIENT from paying any obligations incurred resulting from this contract, or from the payment of any debts incurred under this contract for lawful termination.
- IX. ~~DC METHOD FOR CONFLICT RESOLUTION~~ Method for Conflict Resolution - Any dispute concerning performance of the contract shall be decided by the ~~CLIENT'S CLIENT's~~ designated contract manger, who shall reduce the decision to writing and serve a copy to the PROVIDER. The decision shall be ~~CLIENT'S CLIENT's~~ final decision unless within ten (10) days from the date of receipt, the PROVIDER files a petition with the CLIENT for administrative hearing pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the ~~PROVIDER'S PROVIDER's~~ ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
- X. ~~X~~After exhaustion of administrative remedies or for any claim not cognizable under Chapter 120, Florida Statutes, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state or federal court with jurisdiction over Suwannee County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.
- XI. **TERMINATION** - This contract may only be terminated before its expiration as follows: a) both Parties agree in writing to the termination; ~~or b) if either Party materially breaches the contract and fail to cure such breach within ninety (90) days following written notification of such breach from the other Party, the non-breaching Party may elect to terminate.~~
- XII. **DEBT RESPONSIBILITY** - As required by Florida Statute, the Virtual Instruction Program is responsible for all debts for ~~CLIENT'S CLIENT's~~ virtual instruction program that arise out of the ~~PROVIDER'S VIRTUAL INSTRUCTION PROVIDER's~~ performance of this contract if the contract is not renewed or is terminated. This does not excuse the CLIENT from paying any obligations incurred resulting from this contract, or from the payment of any debts incurred under this Contract for lawful termination.
- XIII. **PROVIDER** is required to comply with all requirements of Section 1002.45, Florida Statutes and will comply with disclosure ~~requirements~~ requirement s adopted in rule by the Florida Board of Education.
- XIV. **PUBLIC RECORD PUBLICRECORD** - CLIENT agrees that all of Edgenuity's Confidential Information, as defined below, is a trade secret, as defined in Section 812.081, Fla. Stat, and is therefore exempt from disclosure. ~~CLIENT agrees that all Edgenuity Confidential Information, as defined below, is a trade secret, as defined in Section 812.081, Fla. Stat, and is therefore exempt from disclosure as public records under Chapter 119, Florida Statutes. CLIENT agrees to take all commercially-reasonable steps necessary to prevent unauthorized disclosure of Edgenuity's Confidential Information and Confidential Materials, as defined below. Such steps shall include without limitation, CLIENT'S agreement to promptly notify PROVIDER.~~ Virtual Instruction Provider Agreement.

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Edgenuity of any public records request that, if fulfilled, would result in disclosure of any of Edgenuity's Confidential Information. CLIENT'S notification will occur before releasing such Confidential Information and in sufficient time to allow forum, or tribunal. Edgenuity will be solely responsible for the legal defense and cost of asserting the exemption(s) in any proceeding in which the exemption(s)

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**XIV.** is contested. CLIENT agrees that Edgenuity has taken all necessary measures to prevent disclosure to unauthorized persons of Edgenuity's Confidential Information in CLIENT'S possession and that no further warning or labeling is necessary.

"Confidential Information" means any information relative to Edgenuity, its business, or its operations, that is clearly marked "confidential" or "proprietary", or that ought to be treated as confidential under the circumstances surrounding the disclosure, provided that Confidential Information shall not include information that: (i) at the time of disclosure, or thereafter, becomes publicly known through means other than a party's breach of this Agreement; (ii) was known to the CLIENT as of the time of its disclosure without any obligation of confidentiality, the proof of such knowledge to be the burden of the CLIENT;

(iii) was independently developed by the CLIENT without the use of any of the Edgenuity's Confidential Information; (iv) was subsequently learned from a third party not under a confidentiality obligation to Edgenuity or any other party; or (v) is public record pursuant to applicable state law. "Confidential Materials" means all tangible materials containing Confidential Information, including written or printed documents and computer disks or tapes, whether machine or use readable. Edgenuity's Confidential Information includes the contents of any Edgenuity Licensed Content, the Software, the Documentation, the Deliverables, Copyright Materials, and other Trade Secret Materials.

**XV. JESSICA LUNS福德 ACT** - Edgenuity and its employees are contractors as defined in Sections 4042.467(1)(a), 1012.467(1)(a), Fla. Stat., and 1012.468(1), Fla. Stat. Edgenuity and its employees will comply with Sections 1012.465, Fla. Stat., and 1012.467, Fla. Stat., in accordance with Section XVII.MXVIII.M of the Standard Terms.

**XVI. SOVEREIGN IMMUNITY** - The parties acknowledge and agree that Client is an agency of the State of Florida for purposes of sovereign immunity and immune from suit except to the extent such immunity has been waived by the state.

**XVII. EQUAL OPPORTUNITY** - Edgenuity shall comply with all federal and state laws prohibiting discrimination, including the Florida Civil Rights Act of 1992 and the Florida Educational Equity Act. CLIENT acknowledges that CLIENT and not Edgenuity decide which students are allowed use of Edgenuity's Licensed Content.

**XVIII. FLORIDA ETHICS LAWS** - Edgenuity will comply with all applicable provisions contained in Chapter 112, F.S. None of CLIENT'S employees or board members has a material interest (as defined in Section 442.342(45) 112.312(15), Fla. Stat.) in Edgenuity.

**XIX. SALES TAX EXEMPTION** - Except to the extent CLIENT provides Edgenuity with a valid Form DR-DR- 14, Consumer's Certificate of Exemption pursuant to Section 212.08, Fla. Stat., Edgenuity will invoice CLIENT for and CLIENT agrees to promptly pay any sales tax levied by the State of Florida in connection with this Agreement.

**XX. FIREARMS** - Edgenuity's employees will not bring a firearm or prohibited weapon onto CLIENT'S property.

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~~VI.XXI. XXI. AUDIT-AUDIT-~~ Client may audit Edgenuity under this ~~agreement-Agreement~~ for compliance matters upon reasonable written notice to Edgenuity. Any such audit will be conducted under normal business hours and days of operation.

### **Attachment C**

#### **Secondary Courses (6-12)**

##### **ENGLISH/LANGUAGE ARTS**

XXII. PUBLIC AGENCY CONTRACTS: To the extent that Edgenuity meets the definition of "contractor" under Section 119.0701 under Florida Statutes, in addition to other contract requirements provided by law, Edgenuity must comply with public record laws, including the following provisions of Section 119.0701, Florida Statutes:

- a. Keep and maintain public records required by the School Board to perform the service.
- b. Upon request from the School Board's custodian of public records, provide the School Board 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, F.S., or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of Edgenuity or keep and maintain public records required by the School Board to perform the service. If Edgenuity transfers all public records to the School Board upon completion of the contract, Edgenuity shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Edgenuity keeps and maintains public records upon completion of the contract, Edgenuity shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- e. IF EDGENUITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EDGENUITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD'S CUSTODIAN OF PUBLIC RECORDS:

NAME:

PHONE:

EMAIL:

ADDRESS:

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f. Edgenuity acknowledges that the School Board cannot and will not provide legal advice or business advice to Edgenuity with respect to its obligations pursuant to this section related to public records. Edgenuity further acknowledges that it will not rely on the School Board or its counsel to provide such business or legal advice and that it has been advised to seek professional advice regarding public records matters addressed by this agreement. Edgenuity acknowledges that its failure to comply with Florida law and this agreement with respect to public records shall constitute a material breach of this agreement.

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**ATTACHMENT C**  
**CURRICULUM PLAN**

**English/Language Arts**

Florida Course Code	Course Title	Price
1000010	M/J Intensive Reading	45
1001010	M/J Language Arts 1	45
1001020	Advanced M/J Language language Arts 1	45
1001040	M/J Language Arts 2	45
1001050	Advanced M/J Language language Arts 2	45
1001070	M/J Language Arts 3	45
1001080	Advanced M/J Language Arts 3	45
1008010	M/J Reading 1	45
1006000	M/J Journalism	85
1001310	English 1	45
1001315	English 1 for Credit Recovery	45
1001320	English 4-Honors	45
1001340	English 2	45
1001345	English 2 for Credit Recovery	45
1001350	English 2 Honors	45
1001370	English 3	45
1001375	English 3 for Credit Recovery	45
1001380	English 3 Honors	45
1001400	English 4	45
1001402	English 4 for Credit Recovery	45
1001405	English 4: Florida College Prep	45
1001410	English 4 Honors	45
1000410	Intensive Reading	45
1006300	Journalism 1	85
1007300	Speedy	85
1008350	Reading for College Success*	45
1009320	Creative Writing 1*	45
1009300	Writing 1*	45
1009370	Writing for College Success*	45
1001420	AP English Language language & Composition	45
1001430	AP English Literature & Composition	45

*\*Tier II courses are highlighted*



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**Math**

**Attachment C  
Secondary Courses (6-  
12)**

**MATH**

Florida Course Code	Course Title	Price
1205010	M/J Grade 6 Mathematics	45
1205020	M/J Grade 6 Mathematics Advanced	45
1205040	M/J Grade 7 Mathematics	45
1205050	M/J Grade 7 Mathematics Advanced	45
1205070	M/J Grade 8 Pre-Algebra	45
1204000	M/J Intensive Math	45
1200310	Algebra 1	45
1200315	Algebra 1 for Credit Recovery	45
1200320	Algebra 1-Honors	45
1200330	Algebra 2	45
1200335	Algebra 2 for Credit Recovery	45
1200340	Algebra 2 Honors	45
1200370	Algebra 1-A	45
1200375	Algebra 1-A for Credit Recovery	45
1200380	Algebra 1-B	45
1200385	Algebra 1-B for Credit Recovery	45
1206300	Informal Geometry	45
1206305	Informal Geometry for Credit Recovery	45
1206310	Geometry	45
1206315	Geometry for Credit Recovery	45
1206320	Geometry Honors	45
1207300	Liberal Arts Math 1	45
1207305	Liberal Arts Mathematics 1 for Credit Recovery	45
1207310	Liberal Arts Math 2	45
1207315	Liberal Arts Mathematics 2 for Credit Recovery	45
1200700	Math for College Readiness	45
1200705	Mathematics for College Readiness for Credit Recovery	45
1200410	Mathematics for College Success	45
1200415	Mathematics for College Success for Credit Recovery	45
1200400	Intensive Mathematics	45
1298310	Advanced Topics in Mathematics	45
1298315	Advanced Topics in Mathematics for Credit Recovery	45
1202340	Precalculus Honors	45
1202310	AP Calculus AB	45
1210300	Probability and Statistics with Applications Honor	45
1211300	Trigonometry Honors	45

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1201300	Mathematical Analysis Honors	45
1201315	Analysis of Functions Honors	45

*\*Tier II courses are highlighted*

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**Science**

**Attachment C  
Secondary Courses (6-12)**

**SCIENCE**

Florida Course Code	Course Title	Price
2000010	M/J Life Science	45
2002040	M/J Comprehensive Science 1	45
2002050	M/J Comprehensive Science 1 Advanced	45
2001010	M/J Earth/Space Science	45
2002070	M/J Comprehensive Science 2	45
2002080	M/J Comprehensive Science 2 Advanced	45
2003010	M/J Physical Science	45
2002100	M/J Comprehensive Science 3	45
2002110	M/J Comprehensive Science 3 Advanced	45
2001310	Earth Space Science	45
2001315	Earth/Space Science for Credit Recovery	45
2001320	Earth/Space Science Honors	45
2001340	Environmental Science	45
2001345	Environmental Science for Credit Recovery	45
2001380	Environmental Science AP Environmental Science	45
2000310	Biology	45
2000315	Biology 1 for Credit Recovery	45
2000320	Biology Honors	45
2003340	Chemistry	45
2003345	Chemistry 1 for Credit Recovery	45
2003350	Chemistry Honors	45
2003380	Physics	45
2003385	Physics 1 for Credit Recovery	45
2003390	Physics Honors	45
2002480	Forensic Science	85
2002500	Marine Science	85
2002400	Integrated Science 4	45
2002405	Integrated Science 1 for Credit Recovery	45
2002420	Integrated Science 2	45
2002425	Integrated Science 2 for Credit Recovery	45
2002440	Integrated Science 3	45
2002445	Integrated Science 3 for Credit Recovery	45
2003310	Physical Science	45
2003315	Physical Science for Credit Recovery	45
2003320	Physical Science Honors	45
2001350	Astronomy Solar/Galactic	85

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2000350	Anatomy & Physiology*	per-agreement
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*\*Tier II courses are highlighted. Edgenuity (VIP) teachers only are bold italicized.*

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## Social Studies

Attachment C

Secondary Courses (6-12)

### SOCIAL STUDIES

Florida Course Code	Course Title	Price
2106010	M/J Civics	45
2106020	M/J Civics Advanced	45
2100010	M/J United States History	45
2100015	M/J United States History & Career Planning	45
2100020	M/J United States History Advanced	45
2109010	M/J World History	45
2109020	M/J World History Advanced	45
2103015	M/J World Geography	45
2100310	United States History	45
2100315	United States History for Credit Recovery	45
2100320	United States History Honors	45
2101300	Anthropology*	45
2100340	African American History*	85
2102335	Economics with Financial Literacy*	45
2102340	Economics with Financial Literacy for Credit Recovery*	45
2102345	Economics with Financial Literacy Honors*	45
2102372	Personal Personal Financial Literacy*	85
2106310	United States Government*	45
2106315	United States Government for Credit Recovery*	45
2106320	United States Government Honors*	45
2106350	Law Studies*	85
2107300	Psychology 1*	45
2107310	Psychology 2*	85
2108300	Sociology*	85
2103300	World Cultural Geography	45
2105310	World Religions*	85
2105340	Philosophy*	85
2109310	World History	45
2109315	World History for Credit Recovery	45
2109320	World History Honors	45
2109430	Holocaust*	85
2100330	AP US History	45
2103400	AP Human Geography	45
2107350	AP Psychology	45
2109420	AP World History	45

\*Tier II courses are highlighted

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**World Languages**

**WORLD-  
LANGUAGES**

**Attachment C  
Secondary Courses (6-12)**

Florida Course Code	Course Title	Price
<u>0707000707000</u>	MJ Chinese Beginning	45
<u>0707010707010</u>	MJ Chinese Intermediate	45
<u>0704000701000</u>	MJ French Beginning	45
<u>0704010701010</u>	MJ French Intermediate	45
<u>0702000702000</u>	MJ German Beginning	45
<u>0702010702010</u>	MJ German Intermediate	45
<u>0708000708000</u>	MJ Spanish Beginning	45
<u>0708010708010</u>	MJ Spanish Intermediate	45
<u>0711300711300</u>	Chinese 1	45
<u>0711310711310</u>	Chinese 2	45
<u>0701320701320</u>	French 1	45
<u>0701330701330</u>	French 2	45
<u>0701340701340</u>	French 3 Honors	45
<u>0702320702320</u>	German 1	45
<u>0702330702330</u>	German 2	45
<u>0706300706300</u>	Latin 1	45
<u>0706310706310</u>	Latin 2	45
<u>0708340708340</u>	Spanish 1	45
<u>0708350708350</u>	Spanish 2	45
<u>0708360708360</u>	Spanish 3 Honors	45
<u>0717300717300</u>	American Sign Language 1	85
<u>0717310717310</u>	American Sign Language 2	85
<u>0704380701380</u>	AP French Language and Culture	45
<u>0708400708400</u>	AP Spanish Language and Culture	45

*\*Tier II courses are highlighted*

SCSB 2020-64-2021-61

Attachment C

Secondary Courses (6-12)

GENERAL MIDDLE SCHOOL ELECTIVES

Florida Course Code	Course Title	Price
0102040	<b><i>1508000 – M/J Fitness 6*</i></b>	85
8209100	<b><i>M/J Creative Photography 1 1508060 – M/J Comprehensive 6/7*</i></b>	85
1700060	<b><i>M/J Careers in Fashion &amp; Interior Design 1508070 – M/J Comprehensive 7/8*</i></b>	45
8000400	<b><i>1700060 – M/J Career Research and Decision Making*</i></b>	45
0101010	<b><i>8000400 – Orientation to Career Clusters*</i></b>	
0101010	<b><i>0101010 – M/J Two-Dimensional Studio Art 1 A*</i></b>	
0102040	<b><i>0101010 – M/J Two-Dimensional Studio Art 1 B*</i></b>	
0102040	<b><i>0102040 – M/J Creative Photography 1 A*</i></b>	
0102040	<b><i>0102040 – M/J Creative Photography 1 B*</i></b>	
0103000	<b><i>0103000 – M/J Digital Art and Design 1 A*</i></b>	45
0103000	<b><i>0103000 – M/J Digital Art and Design 1 B*</i></b>	
1301090	<b><i>1301090 – M/J Exploring Music 1 A*</i></b>	45
0101010	<b><i>M/J Two-Dimensional Studio Art 1 1301090 – M/J Exploring Music 1 B*</i></b>	45
8000400	<b><i>Orientation to Career Clusters</i></b>	45
0100320	<b><i>Art in World Cultures*</i></b>	85
0108310	<b><i>Creative Photography</i></b>	85

*\*Tier II courses are highlighted. Edgenuity (VIP) teachers only are bold italicized.*



# INFO ONLY

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## ATTACHMENT C (cont.) CURRICULUM PLAN

Florida Course Code	Course Title	Price
0800370	Parenting 1	85
1700380	Career Research and Decision Making (9-12)*	45
3027010	Biotechnology 1	85
8006120	Introduction to Alternative Energy	85
8106810	Agriscience Foundations I	85
8106820	Introduction to Agriscience*	45
8121510	Introductory Horticulture II	85
8207310	Digital Information Technology	85
8405110	Early Childhood Education	85
8417100	Health Science 1	85
8417110	Health Science 2	85
8417211	Nursing Assistant 3	45
8418220	Pharmacy Tech 2	45
8500120	Personal and Family Finance*	45
8500355	Nutrition and Wellness*	85
8800510	Culinary Arts 1	85
8812110	Principles of Entrepreneurship	45
8827110	Marketing Essentials	45

### CAREER ELECTIVES

1700370

Critical Thinking and Study Skills\*  
**GENERAL ELECTIVES**

45

0200305 - Computer Science Discoveries

1501380

1900300 - Driver Education/Traffic Safety--  
Classroom\*

85

1501340 Fitness- 45  
for  
Lifestyle  
Design\*  
3026040 HOPE- 45  
Core

1501380 - Personal Fitness Trainer

1502500 - Sports Officiating\*

1700380 - Career Research and  
Decision Making\*

84501300 Personal 45  
Fitness\*

0100310 - Introduction to Art History\*

0100320 - Art in World Cultures\*

45

0800300 - Health 1: Life Management Skills\*

8207310 - Digital Information Technology

0800310 - Health 2: Personal Health\*

Florida Price  
Course  
Code

Course  
Title

PROVIDER Virtual Instruction Provider Agreement

# INFO ONLY

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1508000 MJ Fitness * 6	per agreement
1508600 M/J	per agreement
Comprehensive	
6/7*	
1508700 M/J	per agreement
Comprehensive	
7/8*	
800340 Health 2-	per agreement
Personal	
Health*	

8500120 – Personal and Family Finance*
8812110 – Principles of Entrepreneurship
8827110 – Marketing Essentials
8106810 – Agriscience Foundations 1 A*
8106810 – Agriscience Foundations 1 B*
3027010 – Biotechnology I A*
3027010 – Biotechnology I B*
8209100 – Careers in Fashion & Interior Design*
0108310 – Creative Photography A*
0108310 – Creative Photography B*
8800510 – Culinary Arts 1 A*
8800510 – Culinary Arts 1 B*
0800370 – Parenting 1*
8405110 – Early Childhood Education A*
8405110 – Early Childhood Education B*
8006120 – Introduction to Alternative Energy A*
8006120 – Introduction to Alternative Energy B*
8121510 – Introductory Horticulture II A*
8121510 – Introductory Horticulture II B*
8500355 – Nutrition and Wellness*
8500390 – The Principles of Food

<u>0800320 – First Aid and Safety*<sup>1</sup></u>	per agreement
<u>0800330 – Personal, Social, and Family Relationships*</u>	
<u>1501300 – Personal Fitness*</u>	
<u>1501310 – Fitness for Lifestyle Design*</u>	per agreement
<u>1502470 – Recreational Activities- Individual Sports*</u>	per agreement
<u>1502470 – Recreational Activities- Running/Walking Fitness*</u>	per agreement
<u>1502470 – Recreational Activities Walking- Fitness– Running*</u>	per agreement
<u>1503350 – Team Sports 1*</u>	per agreement
<u>1501340 – Weight Training 1*</u>	per agreement
<u>1Sports Officiating*700370 – Critical Thinking and Study Skills*</u>	per agreement
<u>Personal Fitness Trainer3026010 – HOPE – Core</u>	per agreement

Anatomy & Physiology\*

2000350

## CAREER ELECTIVES

Attachment C

Secondary Courses (6-12)

PARTNER (DISTRICT) TEACHERS ONLY

PROVIDER Virtual Instruction Provider Agreement



# INFO ONLY

## SCSB 2020-64-2021-61

Course Name (Florida)	Number- Course Code	Course Title (Edgenuity)*	Price
M/J Coding Fundamentals	9009200	Intro to Coding*	45
M/J Orientation to Health Science	8400110	Medical Terminology*	45
Engineering Technology	8600570	Concepts of Engineering and Technology	85
Administrative Office Technology I	8212110	Computer Applications: Office 2016	45
Business Software Application I	8212120	Computer Applications: Office 2016	45
Cosmetology	8905100	Cosmetology 1: Cutting Edge Styles	85
Groom & Salon Services	8757210	Cosmetology 2: The Business of Skin and Nail Care	85
Cybersecurity Essentials	9001330	Cybersecurity 1A: Foundations	85
Operational Cybersecurity	9001340	Cybersecurity 1B: Defense Against Threats	85
Game & Simulation Programming	8208330	Game Design 1A	85
Game, Simulation, & Animation Advanced Applications	8208400	Game Design 1B	85
Computer Science Discoveries	0200305	Great Minds in Science: Ideas for a New Generation	85
Hospitality and Tourism Management	8703100	Hospitality and Tourism 2A: Hotel and Restaurant Management	85
Hospitality and Tourism	8703100	Hospitality and Tourism 2B	85
Intro to Hospitality and Tourism	8850110	Hospitality and Tourism: Traveling the Globe	85
Business in a Global Economy	8815170	International Business: Global Commerce in the 21st Century	85
International Business	8216100	International Business: Global Commerce in the 21st Century	85
Materials and Processes Technology	8601110	Introduction to Manufacturing: Product Design and Innovation	85
Social Media I	1006375	Introduction to Social Media: Our Connected World	85
Music of the World	1300340	Music Appreciation: The Enjoyment of Listening	85
IT Fundamentals	9001320	National Security	85
Peer Counseling	1400300	Peer Counseling	85
Intro to Agriscience	8106810	Principles of Agriculture, Food and Natural Resources	85
Principles of Public Service	0900330	Principles of Public Service: To Serve and Protect	85

### Attachment C

#### Secondary Courses (6-12)

#### EDEGENUITY TEACHERS ONLY

*\*Tier II courses are highlighted. Edgenuity (VIP) teachers only are bold italicized.*

**SCSB 2020-64-2021-61**



**TERMS AND CONDITIONS BETWEEN EDGENUITY INC. AND THE SUWANNEE COUNTY  
SCHOOL BOARD, FLORIDA**

**ADDITIONAL**

Pricing indicated is per semester enrollment.  
Courses with an asterisk (\*) are semester only  
courses.

Advanced Placement (AP) Required Resources  
® AP materials may be purchased at \$125 per course

Offering of K-5 elementary courses with district  
teachers, requires purchase of 5 days onsite training  
for elementary staff.

**DISCOUNT**

All Tier I courses (identified as \$45 per semester  
enrollment will be billed at \$20 per semester  
enrollment)

**STANDARD TERMS AND CONDITIONS**

These Terms and Conditions govern the provision of products and services as set forth in the applicable Edgenuity quote, customer-accepted proposal, or purchase order (collectively the "Quote," and with these Terms and Conditions, the "Agreement"). Edgenuity updates these Standard Terms from time to time, and posts the current version on its website at <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions.pdf>.

**1. DEFINITIONS.**

- a. **Subscription** refers to Edgenuity's internet based learning management software as a service. The Subscription includes access to the **Licensed Material** (defined below) and **Third Party Services** (defined in Attachment A) found at <https://www.edgenuity.com/third-party-terms.pdf>.
- b. **Licensed Material** refers to the Edgenuity products and services specified in the Quote or other agreement, which may include Edgenuity Courseware, audio, video and other content, curriculum, documentation and software including applets and animations.
- c. **Professional Development** refers to all implementation planning, program design, administrative and instructional training, consulting and coaching for education professionals provided by Edgenuity as described in the applicable Quote. Professional Development services are also subject to the additional terms contained in Attachment B the attached Addendum.
- d. **Instructional Services** refers to services provided by Edgenuity including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Quote. Instructional Services are also subject to the additional terms contained in Attachment B the attached Addendum.

**2. LICENSE and SERVICES.**

a. **License.** Edgenuity grants Customer a non-exclusive, non-transferable license to access and use Licensed Material for PROVIDER Virtual Instruction Provider Agreement.

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## SCSB 2020-64-2021-61

internal educational and training purposes solely for the Subscription as set forth in the Quote. This Agreement provides only Customer and Customer's specifically authorized instructors, administrators, students and parents ("End Users") access to and use of the Subscription solely for internal education- and training-related purposes. License and Service types are listed below:

- i. Concurrent License - provides access to software throughout the Term by all authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing program simultaneously cannot exceed total quantity of licenses purchased.
- ii. Reusable License - provides access to software throughout the Term by all authorized users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.
- iii. Single User - available to a single User identified by name and designated as the sole Student User of the specific license throughout the Term. Licenses cannot be transferred to another User.
- iv. Site License - provides access to software throughout the Term by all authorized Users located in the specific physical site identified on the Price Quote. Must be a traditional brick and mortar educational institution that provides educational services to students at a common physical location. Not available for virtual schools.
- v. Virtual School - a Customer that is (a) a private school licensed by the applicable state where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student clients enrolled in a program by faculty of tutoring provider and such services are the primary purpose of enrollment by students Clients; or (c) a public program implemented by School District where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record regularly for learning; and (d) with respect to (a), (b), and (c) a Virtual School is not school that sells licenses or access to Software on a standalone basis or sells license or access to Software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

Licenses are available to access software throughout the Term by authorized Users not to exceed specific quantities stated on Price Quote.

**SCSB 2020-64-2021-61**

b. **Services.** If set forth in the Quote, Edgenuity will also provide Professional Development and/or Instructional Services,

b. subject to the additional terms and conditions in Attachment B attached hereto as the Addendum for Instructional Services and Professional Development. Customer's access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Quote, or if the Subscription is terminated for any reason.  
Instructional Services will expire at the end of the Term set forth in the applicable Quote, or if the Subscription is terminated for any reason.

c. **Edgenuity Technical and Customer Support.** Edgenuity will provide technical and customer support for the Service under the terms of Edgenuity's support policies found at [www.edgenuity.com/support](http://www.edgenuity.com/support) including all updates, bug fixes, Technical support includes system updates and enhancements when generally made available and pushed per Edgenuity's regularly scheduled maintenance. Information on customer support and technical requirements is found at <https://www.edgenuity.com/support/customer-support/>.

**3. USE OF SUBSCRIPTION.**

a. **Customer Data and Student Data.** All data and materials uploaded or entered during use of the Subscription by Customer, including student information and student records, remain the property of Customer ("Customer Data"). All student-generated content and personally identifiable information about any students ("Student Data") shall remain the property of the student, or of the parent or legal guardian of the student. Customer represents and warrants that it has appropriate rights to any Customer Data and Student Data. Customer grants Edgenuity the right to use the Customer Data and Student Data solely for purposes of performing under this Agreement. Students (or Parents or legal guardians of the Student), retain ownership and control of all Student Data that is provided or accessed through Edgenuity's course, and ownership of such Student Data never passes to Edgenuity. During the term of this Agreement, Customer may export Customer Data and Student Data to the extent allowed by the functionality within the Subscription. For training and demonstration purposes, Edgenuity may use and share Customer Data and Student Data, but will share only with supervisors, instructors and other Customer employees who have appropriate authorization.

b. **Customer Responsibilities.** Customer must (i) keep its passwords secure and confidential; (ii) be solely responsible for Customer Data and all activity in its account; (iii) use commercially reasonable efforts to prevent unauthorized access to its account and notify Edgenuity promptly of any such unauthorized access; and (iv) use the Subscription as described in Edgenuity's written technical guides. Customer authorizes its integrators or other third party vendors and Edgenuity to conduct initial setup and to allow continued access to the Subscription for the sole benefit of Customer. Customer may provide Edgenuity the name and contact information for all third parties authorized by Customer, or necessary for Customer to use the Subscription. Customer is solely responsible for ensuring compliance by its authorized integrators or other third party vendor(s) with all federal, state and local privacy laws and regulations. **EDGENUITY HEREBY DISCLAIMS FOR ALL PURPOSES AND CIRCUMSTANCES ANY RESPONSIBILITY OR LIABILITY FOR USE OF THE PRODUCTS INCLUDING THE CUSTOMIZATION THEREOF.**

**4. WARRANTIES and DISCLAIMERS**

a. **Compliance Warranty & Privacy Policy.** Edgenuity will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations applicable to its performance under this Agreement ("Applicable Laws"), including without limitation the Family Educational Rights and Privacy Act ("FERPA"), and the Children's Online Privacy Protection Act ("COPPA"). Edgenuity's Privacy Policy, which is incorporated by reference into these terms and conditions, contains additional terms regarding Edgenuity's use of and commitment to safeguarding Student Data, and compliance with other student privacy laws. Customers and End Users can find Edgenuity's privacy policy at <http://www.edgenuity.com/Information/Privacy/>. Customer is responsible for providing notice of its own privacy policy to parents of its student and for obtaining any necessary parental consents for students to use the Subscription as may be required by Applicable Law.

b. **Professional Development and Instructional Services Warranty.** Edgenuity warrants that it will provide Professional Development and/or Instructional Services in a professional and competent manner consistent with the terms of this Agreement and under generally accepted industry standards.

c. **Edgenuity Service Warranty.** Edgenuity warrants that it will make commercially reasonable efforts to maintain the online availability of the Subscription. CUSTOMER'S EXCLUSIVE REMEDY AND EDGENUITY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR EDGENUITY TO REPAIR THE NON-CONFORMING SERVICE, OR IF EDGENUITY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN EDGENUITY MAY TERMINATE ACCESS TO THE SUBSCRIPTION AND REFUND A PORTION OF THE FEE.

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## SCSB 2020-64-2021-61

- d. **DISCLAIMERS.** THE SUBSCRIPTION IS PROVIDED "AS IS" AND WITH ALL FAULTS. EXCEPT FOR THE ABOVE WARRANTIES, THE SUBSCRIPTION AND ANY PROFESSIONAL DEVELOPMENT AND INSTRUCTIONAL SERVICES ARE PROVIDED ON AN "AS-IS" AND "WHEN AVAILABLE" BASIS. EDGENUITY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING THE SUBSCRIPTION AND SERVICES TO THE EXTENT ALLOWED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE OPERATION OR CONNECTIVITY OF THE SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SUBSCRIPTION WILL BE FREE OF ALL POSSIBLE METHODS OF UNAUTHORIZED ACCESS, ATTACK, OR INTRUSION.
5. **PAYMENT, INVOICING AND TAXES.** Unless otherwise provided in the Quote, Customer will pay the amount of each invoice net 30 days after the invoice date. Except to the extent that Customer provides Edgenuity with a valid tax exemption certificate authorized by the appropriate taxing authority, Customer must pay any taxes, impositions, or other charges imposed or levied by any governmental authority, including any sales, use, value-added, or withholding taxes, in connection with the Quote, excluding Edgenuity income and payroll taxes.
6. **MUTUAL CONFIDENTIALITY.**
- a. **Definition of Confidential Information.** Confidential Information means all non-public information including Personally Identifiable Information ("PII") as defined by Applicable Law, disclosed by a party ("Discloser") to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information"). Edgenuity's Confidential Information includes without limitation the Service, its user interface design and layout, pricing information, and the Licensed Material.
- b. **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement.
- c. **Exclusions.** Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance written notice to seek a protective order.
7. **EDGENUITY PROPERTY.**
- a. **Reservation of Rights.** The content, documentation, software, workflow processes, user interface, designs, know-how and other items provided by Edgenuity as part of the Subscription, any Instructional Services or Professional Development, or in response to Customer requests for customized content are the proprietary property of Edgenuity and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Edgenuity and its licensors. Customer may not remove or modify any proprietary marking or restrictive legends in the Edgenuity Courseware. Edgenuity reserves all rights unless expressly granted in this Agreement.
- b. **Restrictions.** Customer may not (i) sell, resell, rent or lease the access to the Subscription or use it in a service provider capacity; (ii) use the Subscription to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Subscription or attempt to gain unauthorized access to the Subscription or its related systems or networks; (iv) use the Subscription for other than internal Customer educational purposes; (v) reproduce, frame, mirror, modify, translate, enhance, decompile, disassemble, copy, download or reverse engineer the Subscription or modify, create derivative works based on the Subscription; or (vi) access the Subscription to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.
8. **TERM AND TERMINATION.**
- a. **Term.** The Term of this Agreement and Customer's access to the Subscription, Services, and any instructional Services or
- a. Professional Development services will continue for the period indicated on the applicable Quote, unless terminated by Edgenuity for material breach. The term of the Agreement begins and ends on the effective dates stated in the Price Quote for Services ("Term") and Customer only has the right to use the Products and/or Service during the Term. The Term may be extended for an additional one (1) year renewal term (or other duration stated in the invoice) upon Edgenuity's issuance of an invoice for extension and either: (a) payment for such invoice by Customer or (b) Customer's continued accessing and use of the Products and/or Service.

PROVIDER: Virtual Instruction Provider Agreement

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## SCSB 2020-64-2021-61

- b. **Funding-Out Clause.** If Customer is a governmental entity receiving federal funds, Customer's payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Edgenuity in writing within thirty (30) calendar days before termination. Upon termination, Edgenuity will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.
- c. **Non-payment of Fees.** Edgenuity may terminate the Agreement and access to the Subscription in a Quote within ten (10) days after Customer receipt of a notice of non-payment of amounts owed under that Quote.
- d. **Mutual Termination for Material Breach.** Except for 7(b), if either party is in material breach of this Agreement, the non-breaching party may terminate this Agreement at the end of a written thirty (30) calendar day notice and cure period, if the breach has not been cured.
- e. **Access to and Return of Customer Data and Student Data.** For a period of up to sixty (60) days after termination, upon request, Edgenuity will make the Subscription available for Customer to access and export Customer Data and Student Data. Alternately, Customer may submit a written request to Edgenuity up to sixty (60) days after termination, to request the deletion of Student Data (other than anonymized or de-identified data that may be retained pursuant to Edgenuity's Privacy Policy).
- f. **Suspension for Violations of Law.** Edgenuity may temporarily suspend the Subscription or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Subscription, Customer has violated a law. Edgenuity will attempt to contact Customer in advance.
- g. **Return or Destroy Edgenuity Materials Upon Termination.** Within sixty (60) days after expiration or termination of this Agreement for any reason, upon request, Customer agrees to return, delete or destroy all proprietary Edgenuity materials provided by Edgenuity. Customer will confirm its compliance with this destruction or return requirement in writing upon request of Edgenuity.
9. **LIABILITY LIMIT.**
- a. **EXCLUSION OF INDIRECT DAMAGES.** EDGENUITY IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF DATA, RECORDS OR INFORMATION; AND LOST PROFITS), EVEN IF IT KNOWS OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
- b. **TOTAL LIMIT ON LIABILITY.** EDGENUITY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD BEFORE THE EVENT THAT GAVE RISE TO THE LIABILITY.
10. **INDEMNITY.**
- a. Edgenuity will defend or settle any third party claim against Customer to the extent that such claim alleges that Edgenuity technology used to provide the Subscription violates a copyright, patent, trademark or other intellectual property right. Customer must promptly notify Edgenuity of any such claim in writing, cooperates with Edgenuity in the defense, and allow Edgenuity solely to control the defense or settlement of the claim. If such a claim appears likely, then Edgenuity may modify the Subscription, procure the necessary rights, or replace the infringing part of the Subscription with a functional equivalent. If Edgenuity determines that none of these are reasonably available, then Edgenuity may terminate the Subscription and refund any prepaid and unused fees. Edgenuity has no obligation for any claim, in whole or in part, arising from information, items or technology not provided by Edgenuity or for any third party services not owned by Edgenuity. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND EDGENUITY'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.
- b. To the extent permitted under Applicable Law, each party will defend, indemnify and hold harmless the other party from and against any third party claims, injuries, losses, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys' fees) that arise from or relate to (i) the indemnifying party's negligence, misconduct or breach of this Agreement; and (ii) an indemnifying party's violation of Applicable Law.
11. **OTHER TERMS.**
- a. **Governing Law.** Any action related to this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to conflicts of law principles that would result in the application of the laws of another jurisdiction. The State courts of the Third Judicial District of Suwannee County, Florida shall have exclusive jurisdiction and venue over any dispute arising hereunder or related hereto, and the parties hereby consent to the personal jurisdiction and venue of these courts.
- a. **Governing Law.** If Customer is a public school or district or other state or municipal governmental agency, this

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Agreement will be governed by the laws of the state where the Customer resides, excluding any conflict of law principles. Otherwise, this Agreement will be governed by the laws of the state of Arizona.

b. **Entire Agreement and Changes.** These Terms and Conditions (and any Attachments) and the Quote constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether

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- b. oral or written, related to this subject matter. The Parties may modify this Agreement only by written agreement signed by both parties.
- c. **No Assignment.** Neither party may assign or transfer this Agreement or a Quote to a third party, except that this Agreement with all Quotes may be assigned, without the consent of the other party, as part of a merger or sale of all or substantially all the assets of a party.
- d. **Independent Contractors.** The parties to this Agreement are independent contractors, and this Agreement does not create any partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- e. **Feedback.** By submitting ideas, suggestions or feedback to Edgenuity regarding the Subscription, Customer agrees that items submitted do not contain confidential or proprietary information; and Customer grants Edgenuity an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.
- f. **Enforceability and Force Majeure.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Except for the payment of fees, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events, failure of Internet services, any third party service and telecommunications services.
- g. **Money Damages Insufficient.** Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
- h. **No Additional Terms and Order of Precedence.** This Agreement supersedes any additional or conflicting terms of any Customer form-purchasing document. If there is an inconsistency between these Terms and Conditions and any Quote, the Quote will prevail only with respect to pricing, duration and service specific terms.
- i. **Survival of Terms.** Sections 5 through 10, 11(a) (e) (g) (h) and (i) shall survive termination of this Agreement.



### Attachment A Third-Party Terms

Third Party Services refer to web-based software, content or services licensed by Edgenuity from a third party for use by Edgenuity for the Subscription or Hardware. Customer's use of Third Party Services may be subject to additional terms from the third parties, some of which are listed below or can be found at the web links indicated:

a. **Explore Learning.** Access to and use of any Explore Learning Gizmos (Gizmos) provided by Edgenuity are governed by the following additional terms: (i) Neither Customer nor any of its users are authorized to access or use any Gizmos, except: (a) users who are students and who are authorized by Customer to access and use the Service that includes or incorporates the Gizmos; and (b) users who are teachers of those same students, provided that such teachers may use the Gizmos only for the purposes of assigning and managing assignments for those students; (ii) A Gizmo may only be used in connection with the Service with which that particular Gizmo has been provided, and may not be used in connection with any other class, program, application, or software; and (iii) Customer understands and agrees that any access to or use of any Gizmo provided by Edgenuity by Customer or any of its users in contravention of the foregoing terms constitutes a material breach of the Agreement, and that if Customer desires to use a Gizmo in a manner that is not authorized by the Agreement, it is solely the responsibility of Customer (and not of Edgenuity) to obtain authorization for such use from the appropriate third party.

b. **Education Testing Services (ETS) e-rater® Scoring Service.** If the Agreement includes any ETS services, Customer agrees as follows: (i) the score and/or feedback received from the e-rater® technology should be considered as one piece of evidence about a student's writing ability. When a score from the e-rater® engine is being used for an important decision about a student's performance, instructors should review and evaluate the score and/or feedback to ensure that the appropriate decision about placement or performance has been made; (ii) the user understands and agrees that the Scoring Service may not be used for any other purpose, or provided to any other party, than as described herein. As permitted under state or federal law, user shall indemnify and hold Edgenuity and/or Educational Testing Service (ETS) harmless from any and all claims arising out of the use of the Scoring Service or use of the scores and/or feedback to determine placement of, or grades for students, or any other purpose; (iii) THE E-RATER® SCORING SERVICE (SCORE AND GRAMMAR CHECKING FEATURE) PROVIDED BY ETS IS PROVIDED "AS IS", WITHOUT WARRANTIES OF ANY KIND AND ETS DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE E-RATER® SCORING SERVICE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ETS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD PARTY PRODUCTS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; and (iv) with regard to essays submitted to the site, you (Customer) hereby grant to ETS a non-exclusive, royalty-free, world-wide, irrevocable license to reproduce, transmit, display, disclose, archive and otherwise use any such files you submit to the site for the purposes of scoring and providing feedback. ETS will not retain any personally identifiable information that may be associated with the essays. This license shall survive the termination of any license granted herein to ETS but in no event longer than 18 months. Any cessation of use of the site shall not result in the termination of any license you grant herein to ETS. Nothing herein shall preclude ETS from using information independently created by ETS.

c. **Sophia Learning Inc.** If this Agreement includes any Sophia Learning Inc. courses for use, the following term applies to any such purchase or use: "Customer agrees that the use of any Sophia course is prohibited for all students under the age of 13 years."

d. **Compass Learning Third Party Information.** (i) CKEditor (© 2003-2013 CKSource - Frederic Knabben, all rights reserved), is a third-party software text editor, licensed pursuant to the CKEditor Enterprise OEM License 2.3.2 and the GNU Lesser General Public License Version 3 ("LGPL"), available at <http://www.gihiradices.com/upl.html>; (ii) SSHNET (© 2010 RENC, all rights reserved), is a third-party secure connectivity software tool, licensed pursuant to the terms found at <https://sshnet.codeplex.com/licenses>; (iii) Agilix Labs, Inc.'s xLI platform, (© Agilix Labs, Inc., all rights reserved), is distributed with other

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2. ~~Hardware refers to any equipment with any pre-installed software marketed or supplied by Edgenuity and identified on a Quote. Edgenuity is not the manufacturer of Hardware and it is provided subject to the separate sale terms provided by the manufacturer (including without limitation, return and exchange terms). Customer grants Edgenuity permission to provide remote technical support for setup and diagnostic purposes for any Hardware if required. Customer owns the Hardware and has a license to any pre-installed software, subject to the applicable license agreement. During the term of this Agreement, if Customer modifies Hardware in any way, it may void the manufacturer's warranty. Upon expiration or termination of the Agreement, Edgenuity will remotely remove all Edgenuity content and software from the Hardware.~~

**Attachment-B**

<u>Customer:</u>	<u>Edgenuity Inc.</u>
<u>Signature:</u>	<u>Signature:</u>
<u>Printed Name:</u>	<u>Printed Name:</u>
<u>Title:</u>	<u>Title:</u>
<u>Date:</u>	<u>Date:</u>
<u>Address:</u>	<u>Address: 8860 East Chaparral Road, Suite</u> <u>100 Scottsdale, AZ 85250</u>

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**Additional Terms Addendum for Instructional Services & Professional Development**

1. **1-APPLICABILITY.** These additional terms and conditions apply if the Quote includes the purchase of Instructional or Professional Development Services from Edgenuity. In the event of a conflict between these additional terms and the Edgenuity Standard Terms and Conditions, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services.
2. **2-CUSTOMER LIAISON.** Customer will designate an individual to serve as its primary liaison to Edgenuity for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Subscription.
3. **HOURS OF AVAILABILITY.** Edgenuity Instructional and Professional Development Services will be available during the business hours specified by Edgenuity, or if Customer requires Instructional Services for certain times or additional hours, such requirements must be specified in the Quote prior to the beginning of the Subscription. Requests for access to Instructional or Professional Development Services not already provided for in the Quote must be made or approved by the Customer Liaison, and may result in additional charges.
4. **NO GUARANTY OF OUTCOMES.** Edgenuity cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.
5. **INSTRUCTIONAL SERVICES.** If specified in the Quote, Edgenuity will provide virtual access to teachers or coaches (or both) ("Edgenuity Instructors") who are hired, trained, supervised, and paid by Edgenuity, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Subscription (the "Virtual Programs"). Customer is responsible for (a) providing secure internet access for End Users to use the Virtual Programs; (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and Customer policies; (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Edgenuity Instructors and students and parents; (d) determining appropriate student courses and verifying student schedules; (e) monitoring student attendance and ensuring compliance with applicable state requirements; and (f) assisting students not making adequate progress.
  - a. **a-Instructor Requirements.** Customer shall be responsible for advising Edgenuity of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Edgenuity Instructors as may be imposed by Applicable Law ("Instructor Requirements"). Edgenuity shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Edgenuity Instructors, and for ensuring that all Edgenuity Instructors meet and comply with Instructor Requirements.
  - b. **b-Exceptional Student Services.** If Customer is a public entity receiving federal funds, Customer is considered the "Local Educational Agency," or LEA, as that term is defined by Applicable Law, and Customer is solely responsible for the provision of any special education services. Edgenuity's services do not include (i) providing special education services; (ii) creating, implementing or providing Individualized Education Programs (IEP); (iii) providing reasonable accommodations or any services to insure compliance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act, or any other Applicable Law. Notwithstanding the foregoing, Edgenuity will discuss, formulate and make reasonable adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, provided that Customer provides necessary IEPs or section 504 documentation to Edgenuity. Customer shall be solely responsible for the costs of any required adjustments or accommodations.
  - c. **c-State Testing.** Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing by End Users. Customer is also responsible for receiving, distributing, administering, proctoring and returning all state mandated standardized tests under applicable state law, policies and procedures.
  - d. **d-Reporting and Withdrawal of Students/End Users.** Where reporting of student results is required by Applicable Law, Customer shall be responsible for insuring the accuracy and completeness of student information used, relied upon, or reported by Edgenuity in providing the Instructional Services, and shall promptly notify Edgenuity if any student information needs to be corrected or updated. Upon notice to Customer, Edgenuity reserves the right to withdraw End User access for students who fail to take required tests or maintain adequate progress.
6. **PROFESSIONAL DEVELOPMENT SERVICES.** If included in the Quote, Edgenuity may also provide Professional Development Services, ("PD Services") which may include training and instruction to Customer's instructors and administrators on the implementation and use of the Subscription, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in the Quote. Customer shall be solely responsible for providing necessary equipment and secure internet access to facilitate the PD Services, and for scheduling the PD Services at least two (2) weeks in advance.
  - a. **a-Charges for PD Services.** Before delivering Professional Development Services, Edgenuity must receive a signed

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specifying the number of hours included and the cost of the services provided, and all necessary setup and implementation services required to demonstrate and use the Subscription must be completed. PD Services will be available for use by Customer only during the Term of the Subscription. PD Services purchased but not scheduled and delivered within the first year of the Term may be forfeited without notice. If there are any changes or cancellations of PD services less than 72 hours prior to the scheduled delivery date, Customer agrees to reimburse Edgenuity for travel and other out-of-pocket expenses incurred. The Parties must document in writing and sign any grace periods or extension of time for delivery of PD Services.

**b. Use of Customer's Facilities.** If Edgenuity will be providing any PD Services at Customer's premises, Customer shall advise Edgenuity in advance of any Instructor Requirements for Edgenuity personnel, and Edgenuity will be responsible for insuring that all Professional Development personnel meet and comply with all such requirements.

**7. NO UNAUTHORIZED RECORDING OR REPRODUCTION.** All content delivered by Edgenuity as part of Instructional or PD Services are the property of Edgenuity, and customer may not record, reproduce or copy such content without Edgenuity's express written authorization.

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**ATTACHMENT E**

**1. E-Verify. Effective July 1, 2020**

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

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**Price Quote for Services**

**Suwannee County School District**

Live Oak FL

Edgenuity Inc.  
8860 E. Chaparral Road  
Suite 100  
Scottsdale AZ 85250  
877-725-4267

Date 7/1/2020  
Quote # 148669  
Vendor #

Payment Schedule	Pricing Expires	Contract Start	Contract End	
Net 30	6/30/2021	7/1/2020	6/30/2021	
Header	Quantity	Description	Per Unit	Amount
Edgenuity Teachers - ...	1	IS Teaching Services per semester course - Teaching Services - part-time, supplemental (per semester) \$225 Per Semester Enrollment (All Non Advanced Placement Courses)	0.00	0.00
Edgenuity Teachers - ...	1	IS Teaching Services per semester course - Teaching Services - part-time, supplemental (per semester) \$325 Per Semester Enrollment (All Advanced Placement Courses). Includes Required AP textbooks and materials.	0.00	0.00
Course Charge - Distri...	1	Course Charge Only - When district uses an SIS enrollment with their teachers.	0.00	0.00
Course Charge - Edge...	1	\$20 Per Enrollment. Charged when students reaches either 20% complete or 28 days enrolled.	0.00	0.00
eDynamic Course Ch...	1	IS Teaching per Semester (18 week) Course - Course-Only Fee - Edgenuity Courses (per course) with Edgenuity's teachers - Student doesn't reach 20% by 28 days - \$45	0.00	0.00
K-5 Workbook	1	eDynamic Electives Per Enrollment Per Semester (18 day drop/add grace period) - \$85/Course	0.00	0.00
K-5 Course	1	IS Elementary Course Workbook (non-refundable; one semester) \$25 per workbook IS Elementary Course for use with District's teachers. \$100 per semester enrollment.	0.00	0.00
Total				\$0.00

Edgenuity will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Edgenuity will invoice the customer for the additional usage.

This quote is subject to Edgenuity Inc. Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions-45-446.pdf>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions, resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Edgenuity's written consent.

Customer  
Signature  
Print Name  
Title

Edgenuity Inc. Representative

Not valid unless accompanied by a purchase order.  
Please specify a shipping address if applicable.

Please e-mail this quote, the purchase order and order documentation to [AR@edgenuity.com](mailto:AR@edgenuity.com) or fax to 480-423-0213.

8860 E. Chaparral Rd., Suite 100, Scottsdale, Arizona 85250 877.7CLICKS Fax: 480.423.0213 [www.edgenuity.com](http://www.edgenuity.com)

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Summary Report	
Title	compareDocs Comparison Results
Date & Time	7/8/2020 8:54:30 AM
Comparison Time	3.91 seconds
compareDocs version	v4.3.400.130

Sources	
Original Document	SCSB 2020-64 Edgenuity Fully Executed.pdf
Modified Document	SCSB 2021-61 Edgenuity.pdf

Comparison Statistics		Word Rendering Set Markup Options	
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Deletions	277	<u>Insertions</u>	
Changes	155	<del>Deletions</del>	
Moves	0	<u>Moves / Moves</u>	
Font Changes	0	Font Changes	
Paragraph Style Changes	0	Paragraph Style Changes	
Character Style Changes	0	Character Style Changes	
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Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
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Include Tables	Word	True
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Show Reviewing Pane	Word	True
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INFO



Florida Virtual School  
Franchise Agreement

**FLORIDA VIRTUAL SCHOOL FRANCHISE AGREEMENT FOR**  
**STATE OF FLORIDA SCHOOL DISTRICT**

THIS FLORIDA VIRTUALSCHOOL FRANCHISE AGREEMENT FOR STATE OF FLORIDA SCHOOL DISTRICT ("Agreement") made and entered into this 1st day of July, 2020, by and between the Board of Trustees of the Florida Virtual School (hereinafter referred to as "FLVS"), having its principal office at 2145 Metrocenter Boulevard, Orlando, Florida, 32835 and Suwannee County School Board, (hereinafter referred to as "Customer"), having its principal place of business at 1740 Ohio Ave. S., Live Oak, FL 32064, provides as follows:

WHEREAS, the State of Florida established FLVS for among other reasons, the purpose of developing and delivering distance learning education to the K-12 students of the State of Florida, and;

WHEREAS, Customer is a public-school district within the State of Florida desirous of utilizing the products and/or services of FLVS, and;

WHEREAS, Florida Statute 1002.37(2)(i) authorizes FLVS to enter into franchise agreements with Florida school districts;

NOW THEREFORE, for and in consideration of the mutual promises hereinafter exchanged and received by the parties, FLVS and Customer agree as follows:

1. FLVS hereby issues this franchise pursuant to the terms and conditions contained herein and contained in the FLVS Franchise Agreement TERMS AND CONDITIONS, which is attached hereto and incorporated herein. This Franchise Agreement shall include the following documents which are attached hereto and incorporated herein by reference: 1) FLVS Franchise Agreement Terms and Conditions; 2) Appendix A Components; 3) Appendix B Licensed Materials Terms and Conditions; 4) Appendix C Teacher Guidelines; 5) Appendix D Steps for Enforcement; 6) Appendix E Florida Virtual School Franchise Branding and Media Policy; and 7) Appendix F Florida Services Additional Terms.

2. Customer hereby agrees to accept said Franchise Agreement for:

a)   X   three (3) academic school year terms, July 1, 2020 through June 30, 2023

b)        one (1) academic school year term, July 1, 2020 through June 30, 2021

In accepting the franchise agreement Customer does hereby agree to be bound by and comply



**Florida Virtual School  
Franchise Agreement**

with all terms and conditions contained herein.

3. Customer shall pay to FLVS the franchise fees described in Appendix A. The franchise fee shall be due and paid as provided for in Appendix A, pursuant to the provisions of the Local Government Prompt Payment Act after receipt of FLVS's invoice. The Local Government Prompt Payment Act requires the School Board to pay a correct and undisputed invoice within 45 days of the School Board's Accounts Payable Department's receipt of said invoice. The School Board shall incur no obligation for payment until issuance of a Purchase Order to FLVS. Failure to pay the franchise fees when due shall be grounds for the immediate termination or suspension of all services due by FLVS hereunder.

All overdue (90-plus days) accounts are subject to the late fees set forth in the Local Government Prompt Payment Act, ss. 218.70-218.80, Florida Statutes, and may be denied access to FLVS content in the discretion of FLVS. This franchise agreement will be suspended until payment is received by FLVS.

4. The term shall be effective on the effective date for a period of three (3) years or one (1) year; whichever option is chosen and shall terminate in accordance with this article. Either party may by notice in writing terminate this agreement if (i) the other party breaches or fails to observe or perform any of its obligations set forth out in this agreement, including failure to pay franchise and/or training fees, and fails to cure such breach or failure within thirty (30) days after written notice; or (ii) either party becomes insolvent, or makes an assignment for the general benefits of creditors, or any proceedings are commenced by or against either party under any bankruptcy or insolvency laws or if proceedings for the appointment of a trustee, custodian, receiver or receiver manager for either party are commenced, or if either party ceases or threatens to cease to carry on business; or (iii) without cause upon ninety (90) days' written notice by FLVS or Customer to the other party of its termination of the agreement.

5. 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.

6. There is no third-party beneficiaries created or entitled by this agreement and only the specific parties hereto shall have any rights or standing to enforce this agreement or any provision hereof.

7. This agreement and the FLVS Franchise Agreement TERMS AND CONDITIONS represent the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter herein.



Florida Virtual School  
Franchise Agreement

FLORIDA VIRTUAL SCHOOL

CUSTOMER

A handwritten signature in black ink, appearing to read "Louis J. Algaze".

Signature

Signature

Louis J. Algaze, Ph. D

Name:

Ted L. Roush

Name

Executive Director & CEO

Title

7/16/2020

Date

Superintendent of Schools

Title

Date

Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency

By \_\_\_\_\_

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



**Florida Virtual School  
Franchise Agreement**

**FLVS Franchise Agreement  
TERMS AND CONDITIONS**

**ARTICLE 1 – INTERPRETATION**

**1.1 DEFINITIONS**

In this Agreement and in Appendix A, B, C, D, E and F, the following terms shall have the respective meanings ascribed to them as follows:

- a) **"Affiliate"** means with respect to any person, and other person directly or indirectly controlling, controlled by, or under common control of such person. "Control" as used here means the legal, beneficial or equitable ownership, directly or indirectly, of more than 50% of the aggregate of all voting interest in such entity.
- b) **"Business Days"** means Monday through Friday excluding any day which is a nationally observed holiday in both the United States of America and Canada.
- c) **"Business Hours"** means 8:00 AM – 8:00 PM Eastern Time on Business Days.
- d) **"Components"** means the components of the FLVS Software referred to in Appendix A.
- e) **"Confidential Information"** means (i) all information of either party or its Affiliates or of third persons to whom the party owes a duty of confidence that is marked confidential, restricted or proprietary, or that may reasonably be considered as confidential from its nature, or from the circumstances surrounding its disclosure; and (ii) the Licensed Materials.
- f) **"Content Licenses"** means the utilization licenses and associated restrictions with respect to the Licensed Course Content granted to Customer hereunder which are set for in Appendix A.
- g) **"Customization"** means a client customizable area is provided which includes: 1) a communication policy; 2) netiquette recommendations; 3) pace charts; 4) student resource page; 5) optional contact and help pages; 6) state and national standards; 7) Drop Policy – It is advised that a customizable drop/add period be no more or no less than the FLVS implemented 14-day drop/add period.
- h) **"Data"** means customer information entered the licensed products to include, but not limited to, student, staff, school, and parent information.
- i) **"Billable Enrollment"** will be any student that achieves 20% course completion or is on active status in VSA for a minimum of 30 days. FLVS will bill the Customer for the student regardless of the student's status upon Customer's receipt of invoice.
- j) **"FLVS Proprietary Products"** includes, but is not limited to, FLVS source content and the FLVS Virtual School Administrator product.
- k) **"Intellectual Property Rights"** includes all worldwide intellectual and industrial



## Florida Virtual School Franchise Agreement

property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights.

- l) **"Learning Management Systems or LMS"** means the software-based system ("Platform") that must be utilized to access the Licensed Course Content.
- m) **"License"** means Customer's license to use the Licensed Materials described in Appendix A.
- n) **"License Fees"** means the license fees to be paid by the Customer to FLVS, which are described in Section 4.1.
- o) **"Licensed Course Content"** means the Components of the FLVS Course Content in object code format licensed to Customer hereunder and described in Appendix A and such additional third-party Components required as part of the FLVS Course Content.
- p) **"Licensed Materials"** means the Licensed Course Content, LMS, Virtual School Administrator, Documentation and included Renewal Releases and updates, which FLVS and (LMS Software) may from time to time provide to Customer.
- q) **"Platform Provider"** means learning management system provider.
- r) **"Virtual School Administrator (VSA) License"** means the licenses and associated restrictions with respect to the Licensed Virtual School Administrator.
- s) **"Customer"** means the state of Florida School District, FLVS is contracting with.

### ARTICLE 2 – LICENSE

#### 2.1 LICENSED MATERIALS

##### Course Content and Materials

- a) Subject to the provisions of this Agreement, including the provisions of Article 8, FLVS hereby grants to Customer, and Customer hereby accepts from FLVS, the personal, non-transferrable and non-exclusive Franchise License to use the Licensed Materials for Customer's internal business purposes in accordance with FLVS Licenses.
- b) FLVS Virtual School Administrator will be used as the registration and Student Information Management System.
- c) Florida Virtual School courses will only be delivered on FLVS approved Learning Management Systems.



## Florida Virtual School Franchise Agreement

### 2.2 Third Party Users

For the purpose of operating Customer's business, the parties intend that certain unrelated third parties with whom the Customer has a business relationship, such as a supplier or customer, and the employees of such third person (hereunder "Business Third Parties"), will have limited right to use certain Components of the Licensed Course Content solely for the purpose of providing services to Customer. All such services will be solely for the benefit of Customer's internal business operations. The Business Third Parties may not utilize the Licensed Course Content for other than the direct benefit of Customer's internal benefit, in accordance with the terms of this Agreement, and the Customer shall assure third party compliance with this provision and the terms of this Agreement.

## ARTICLE 3 – DELIVERY AND INSTALLATION

### 3.1 Delivery of Licensed Materials

FLVS agrees to deliver the Customer one (1) copy of the most current release available by request of the Licensed Materials. The Documentation will be provided solely in the English Language, except in cases where FLVS has specifically provided for foreign language documentation.

### 3.2 Software Security

- a) The Customer will ensure all reasonable measures are taken to protect the Licensed Materials from any unauthorized use.
- b) FLVS will ensure all reasonable measures are taken to protect the Customer Data while in use at the FLVS site. Reasonable measures include, but are not limited to, the Customer Data being stored on a secure server in a secured building behind an internet firewall with role-based level password protection for all access to such data. The provider warrants that, within seven business day of a written request by the Customer, for Customer data related to the program, FLVS shall provide such data to the Customer.

### 3.3 Background Screening

As a public school, FLVS complies with all statutes regarding background screening of employees, in accordance with Florida Law, specifically, but not limited to the requirements of Jessica Lunsford Act, 1012.465 F.S.



**Florida Virtual School  
Franchise Agreement**

**ARTICLE 4 – PRICE AND PAYMENT TERMS**

**4.1 License Fees**

- a) Customer shall pay to FLVS the Franchise fees described in Appendix A (the “License Fees”). The License Fees shall be due and paid as provided for in Appendix A pursuant to the provisions of the Local Government Prompt Payment Act after receipt of FLVS’s invoice. The Local Government Prompt Payment Act requires the Customer to pay a correct and undisputed invoice within 45 days of the Customer’s Accounts Payable Department’s receipt of said invoice. The Customer shall incur no obligation for payment until issuance of a purchase order to FLVS. Failure to pay the License Fees when due shall be grounds for the immediate termination or suspension of all services due by FLVShereunder.
- b) The payment of all amounts as well as the accrual of interest for any amounts not paid shall be accordance with the Local Government Prompt Payment Act, Section 218.70, et seq. All overdue (90+ days) may be denied access to FLVS Content. The Licensing Agreement will be suspended until payment is received by FLVS.

**ARTICLE 5 – PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION**

**5.1 Title to Licensed Materials**

Customer acknowledges and agrees that FLVS, Licensors of FLVS, and the Platform Provider shall retain all right, title and interest in and to the Licensed Materials and all copies thereof, including, without limitation, the Intellectual Property Rights therein, and that nothing herein transfers or conveys to Customer any ownership right, title or interest in or to the Licensed Materials or to any copy thereof or any right with respect to the Intellectual Property Rights therein. FLVS has the right to license Materials to the Customer. Nothing in this Agreement shall be construed as conferring upon the Licensee any right or interest in Florida Virtual School’s or the Platform Provider’s intellectual property or in their registration or in any designs, copyrights, patents, trade names, signs, emblems, insignia, symbols and slogans or other marks used in connection with the software other than as provided in this Agreement.

To the extent permitted by law, FLVS shall defend, indemnify and hold the Customer, its officers, agents, employees, successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys’ fees and court costs) incurred as a result of (i)





**Florida Virtual School  
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infringement by FLVS of any third-party patent, copyright or trademark or (ii) misappropriation by FLVS of any third-party trade secret in connection with the foregoing. FLVS will indemnify and hold harmless the Customer, its officers, agents, employees, successors and assigns from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the Customer, its officers, agents, employees, successors and assigns. If FLVS uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. The parties shall also be bound by any applicable federal law as it relates to the use of any federal monies for the license under this Agreement. If FLVS's software becomes or is likely to become the subject of an infringement claim, FLVS may at its option and expense, either: (a) procure for the School Board the right to continue using such software; (b) replace or modify the affected software so it becomes non-infringing and remains functionally equivalent; or (c) require the return of the affected software, allow the School Board to return other software intended to operate with the affected software, and refund to the School Board the portion of the license agreement price attributable to the returned product, prorated in accordance with the unused portion of the term.

**5.2 Confidential Information**

To the extent permitted by law, each party agrees to maintain the Confidential Information of the other party. Each party shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99), or any other state or federal law or regulation 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 remain fully binding upon both parties.

**5.3 Protection and Proprietary Rights**

- a) Customer shall not remove any proprietary copyright, patent, trademark, design right, trade secret, or any other proprietary rights legends from the Licensed Materials.
- b) Customer agrees not to disassemble, decompile, translate into human readable form or into another computer language, reconstruct or decrypt, or reverse engineer all or any part of the Licensed Materials in accordance with the law. Further, Customer shall not write or develop any derivative works or computer programs based upon any part of the Licensed Materials.



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- c) The Customer hereby agrees that FLVS is the owner of all rights intellectual and otherwise for the Course Content and Virtual School Administrator product that will be provided and has the legal right to franchise and charge a fee for the use of that material and the legal right for an injunction. The discretion of Florida Virtual School on all matters concerning the intellectual property shall be final, conclusive and binding on the Customer.

**5.4 Audit Rights**

FLVS may audit the use of their proprietary products and enrollment at any time while providing service hereunder. FLVS will conduct continuous audits for instructional quality. The results of this audit will be provided to the Customer and the Florida Department of Education.

**5.5 Email Access**

Customer is responsible for providing FLVS, upon request, all email correspondence between teacher and student relevant to this Agreement.

**5.6 Public Records**

Both parties are subject to Chapter 119, Florida Statutes. Both parties shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the BOARD in order to perform the service; (b) providing the public with access to public records on the same terms and conditions that both parties would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meeting all requirements for retaining public records and transfer to both parties, at no cost, all public records in possession of both parties upon termination of the Agreement and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to both parties in a format that is compatible with the information technology systems of both parties. The parties agree that if either party fails to comply with a public records request, then the other party must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes.

**IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, EACH PARTY SHALL CONTACT THEIR RESPECTIVE CUSTODIANS OF PUBLIC RECORDS. FOR FLVS, EMAIL**



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**CustodianofRecords@flvs.net , OR BY PHONE 407-513-3325, OR BY MAIL  
TO: 2145 METROCENTER BLVD., SUITE 100, ORLANDO, FL 32835.**

**5.7 Confidential Student Information**

For the limited purposes of auditing the implementation of the Agreement and accessing student emails, FLVS is hereby designated a school official for the purposes of receiving this limited confidential student information and FLVS shall remain under the direct control of the Customer with respect to the use and maintenance of the confidential student information. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student information for the purposes listed above and for no other purpose. Upon the termination or expiration of the agreement, FLVS shall return to Customer all original and any copies of the confidential student information and shall not retain any confidential student information. As FLVS will be receiving student information that is otherwise confidential, FLVS shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, to the extent permitted by Law, FLVS for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the Customer and its officers and employees harmless for any violation of this provision, including, but not limited to defending the Customer and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Customer, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the Customer arising out of the breach of this provision by FLVS, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that FLVS shall either intentionally or negligently violate this provision, or §1002.22 or §1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under this Agreement and shall be fully binding upon FLVS until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

**ARTICLE 6 – WARRANTIES OF FLVS**

**6.1 Limit of Liability**

- a) For any breach or default by FLVS of any of the provisions of this Agreement, or respect to any claim arising here from or related hereto. FLVS's entire liability, regardless of the form of action, whether based on contract or tort, including



## Florida Virtual School Franchise Agreement

negligence, shall in no event exceed (I) the amount paid by the Customer hereunder for the licensed materials; (II) the amount paid by Customer for the renewal service that is the subject of the claim, if the claim relates to a breach or default by FLVS of the provisions of Article 7; (III) the amount paid by Customer for installation service that is the subject of the claim, if the claim relates to a breach or default by FLVS by the provisions of this Agreement pertaining to installation service; or (IV) in the aggregate with respect to all claims under or related to this Agreement, the amount paid by Customer under this Agreement.

- b) In no event, will FLVS be liable for special, incidental, indirect, or consequential loss or damage, lost business revenue, loss of profits, loss of data, failure to realize expected profits or savings, or any claim against Customer by another person (even if FLVS has been advised of the possibility of such damage), unless required by law.
- c) FLVS shall be liable to Customer as expressly provided in this agreement, but shall have no other obligation, duty, or liability whatsoever in contract, tort, or otherwise to Customer including any liability for negligence. The limitations, exclusions and disclaimers in this agreement shall apply irrespective of the nature of the cause of action, demand, or action by Customer, including but not limited to, breach of contract, negligence, tort, or any other legal theory and shall survive a fundamental breach or breaches or the failure of the essential purpose of this agreement or of any remedy contained herein.

### 6.2 Intellectual Property Claims

- a) Notwithstanding the forgoing, FLVS shall have no liability for any claim that is based on (i) the use of other than the latest release and version of the Licensed Materials if such infringement could have been avoided by the use of the latest versions and release and such version or release had been available to Customer for use, (ii) the unauthorized combination of the Licensed Materials with the software, hardware or any other product not specifically provided by FLVS, or (iii) any unauthorized modification to the Licensed Materials or unauthorized use of the Licensed Materials other than as expressly authorized herein or as expressly described or recommended in writing by FLVS.



**Florida Virtual School  
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**ARTICLE 7 – TERM AND TERMINATION**

**7.1 Term**

This Agreement shall be effective on the Effective Date for a period of three (3) years or one (1) year; whichever term option was chosen on page 1, section 2 and shall be terminable in accordance with this Article.

**7.2 Termination**

Either party may by notice in writing terminate this Agreement if (i) the other party breaches or fails to observe or perform any of its obligations set out in the Agreement, including failure to pay Franchise and/or training fees, and fails to cure such breach or failure within thirty (30) days after written notice; or (ii) either party becomes insolvent, or makes an assignment for the general benefit of creditors, or any proceedings are commenced by or against either party under any bankruptcy or insolvency laws, or if proceedings for the appointment of a trustee, custodian, receiver, or receiver manager for either party are commenced, or if either party ceases or threatens to cease to carry on business; or (iii) without cause upon ninety (90) days written notice by FLVS or Customer to the other party of its termination of the Agreement.

**7.3 Services Not Included**

- a) Renewal and Warranty Support does not include or apply to any of the following: (i) making modifications to the Licensed Materials for Customer; (ii) consultation for new programs or equipment; (iii) hardware problems including any malfunction of hardware, or to any external causes affecting the Licensed Materials including the media upon which the Licensed Materials are provided such as accident, disaster, electrostatic discharge, fire, flood, lightning, water, or wind; or (iv) corrections of errors attributable to software other than the Licensed Software. FLVS may charge Customer at its then applicable list price for providing such services. FLVS may also charge Customer at its then list price for analysis or removal of errors which are caused by improper operation or handling of the Licensed Materials or caused by circumstances unrelated to FLVS. Payment for these services shall be made by Customer within forty-five (45) days of invoicing by FLVS in accordance with the Florida Local Government Prompt Payment Act.
- b) The obligation to provide Renewal Services is subject to the following: (i) Renewal Services are only provided for the Licensed Course Content provided under this Agreement; (ii) if Customer ceases to pay for and received Renewal Services and later requests Renewal Services, Customer will be required to pay to FLVS the Renewal Fees not paid during the period in which the service was discontinued; and (iii) FLVS has no obligation to provide Customer with any Renewal Services unless Customer has paid for the Renewal Services in advance as required hereunder; and



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(iv) FLVS has no obligation to provide Renewal Services if Customer is unable to follow FLVS Franchise policies and procedures as documented through an annual audit. Customer has no obligation to renew this Agreement.

**ARTICLE 8 – GENERAL**

**8.1 Force Majeure**

If the performance of this Agreement, or any obligation thereunder is prevented, restricted, or interfered with by any reason of fire, flood, earthquake, explosion or other casualty or accident or act of God; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, power, equipment or software from suppliers, war or other violence; any law, order, regulation, ordinance, demand or requirement of any government authority; or any other act or condition whatsoever beyond the reasonable control of the affected party. The party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, or interference; provided however, that the party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

**8.2 Non-Solicitation Agreement**

FLVS and the Customer agree that during the term of this agreement, except as provided elsewhere in this Agreement or through mutual consent of both organizations, they shall not directly or indirectly engage, hire, employ, or solicit any employee of the other, or any subsidiary or affiliate of the other or otherwise induce or attempt to induce any employee of the other to leave employment of the other or alter the employment relationship of any employee with the other.

**8.3 NCAA**

NCAA continues to evolve its policy regarding evaluation of virtual school course work for student athletes. FLVS enjoys a strong working relationship with NCAA, and, as our Franchise partner, the Customer will join FLVS's umbrella by signing this Agreement and agreeing to abide by all FLVS policies regarding course delivery, instructional practices, and student management found in Appendices B. As part of the Agreement, the Customer will undergo intermittent quality assurance audits performed by FLVS personnel. The Customer will have access to all audit reports. FLVS reserves the right to report audit results to NCAA. Customer understands that non-FLVS courses offered by the Customer are not covered under the FLVS umbrella, and district will need to submit documentation to the NCAA to have any such courses approved separately.



## Florida Virtual School Franchise Agreement

### 8.4 Background Screening

FLVS agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all its personnel who (1) are to be permitted access to Customer's school grounds when students are present; (2) will have direct contact with Customer's students, or (3) have access or control of Customer's funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by Customer in advance of FLVS or its personnel providing any services under the conditions described in the previous sentence. FLVS shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to FLVS and its personnel. The parties agree that the failure of FLVS to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling Customer to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, FLVS agrees to indemnify and hold harmless Customer, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in FLVS's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by Customer or FLVS of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

### 8.5 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

### 8.6 Non-Discrimination

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, political or religious beliefs, color, gender, gender identity or expression, national origin, marital status, disability, or sexual orientation.

### 8.7 Records

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party shall be responsible for compliance with Sections 1002.22 and 1002.221, Florida Statutes, FERPA, 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99), and any



**Florida Virtual School  
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other applicable state or federal laws or regulations concerning the protection, use and disclosure of confidential student educational records.

**8.8 Entire Agreement**

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.

**8.9 Amendments**

No modification or alternation in the terms or conditions contained herein shall be effective unless contained in a written Amendment executed by both parties. At the end of each academic year, FLVS may review and adjust course fees and Terms and Conditions contained herein via an Amendment signed by both parties.

**8.10 Waiver**

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.

**8.11 Compliance with Laws**

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.

**8.12 Severability**

In any 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, 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. Notwithstanding the foregoing, if the result of the deletion of such provision shall materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.





**Florida Virtual School  
Franchise Agreement**

**8.13 Authority to Piggyback**

If mutually agreed between FLVS and the Customer, agreement to these Terms and Conditions constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this contract, to any other governmental entities.

**8.14 Notice**

When any of the parties' desires to give notice to each 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 changes 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 FLVS: Florida Virtual School - Procurement  
2145 Metrocenter Blvd.  
Suite 100  
Orlando, FL 32835

With a Copy to: President and CEO of FLVS  
2145 Metrocenter Blvd.  
Suite 100  
Orlando, FL 32835

To Customer: Superintendent of Schools

**8.15 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 part with respect to all provisions contained in this Agreement.

**8.16 No Third-Party Beneficiaries**

There are no third-party beneficiaries created or entitled by this agreement, and only the specific parties hereto shall have any rights or standing to enforce this agreement or any provision thereof.



**Florida Virtual School  
Franchise Agreement**

**8.17 No Partnership or Joint Venture**

It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the Customer and Contractor or any other party or cause either party to be responsible in any way for the debts and obligations of the other party.

- 8.18** Notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree to comply with the requirements of section 501.171, Florida Statutes. In the event of a breach of security as defined in section 501.171, Florida Statutes, FLVS shall notify the School Board immediately, but no later than thirty (30) calendar days following a determination of a breach of data security involving School Board's data. Additionally, FLVS shall fully cooperate with the School Board regarding the School Board's statutory notification requirements.



## Florida Virtual School Franchise Agreement

### APPENDIX A

The Components, which are the subject of the FLVS Franchise Agreement, including FLVS Course Content, Third Party Components, FLVS Virtual School Administrator, Registration, Student Information System, and the Learning Management System granted to Customer and the fees payable to FLVS hereunder are as follows:

The most current version of all FLVS courses available for public release, except for those still in a pilot or BETA phase of development.

#### 1. Fees

This list may be altered based on any additional course releases or enhancements during the year. The Course Catalog may be found at:

<http://www.flvs.net/Students/Pages/find-course.aspx#highschool>.

FLVS Course Offerings	
Course Name	Price
<b>SOCIAL STUDIES</b>	
AP United States Government and Politics	63.00
AP Human Geography	43.00
AP Macroeconomics	43.00
AP Microeconomics	46.00
AP Psychology	68.00
AP US History	76.00
Economics with Financial Literacy	43.00
Law Studies	76.00
M/J Civics	43.00
MJ United States History	43.00
MJ World History	43.00
Psychology 1	46.00
United States Government	43.00
United States History	43.00
World History	43.00
<b>LANGUAGE/ARTS</b>	
AP Art History	43.00
AP English Language and Composition	43.00
AP English Literature and Composition	72.00
English 1	43.00
English 2	43.00
English 3	43.00
English 4	43.00
Intensive Reading	43.00



## Florida Virtual School Franchise Agreement

MJ Language Arts 1	43.00
MJ Language Arts 2	43.00
MJ Language Arts 3	43.00
Reading for College Success	43.00
Journalism I	43.00
English 4: Florida College Prep	43.00
Social Media	43.00
<b>WORLD LANGUAGES</b>	
American Sign Language 1	43.00
Chinese 1	43.00
Chinese 2	43.00
Chinese 3 honors	43.00
French 1	43.00
French 2	43.00
Latin 1	43.00
Latin 2	43.00
Latin 3	43.00
MJ Spanish Beginning	43.00
MJ Spanish Intermediate	43.00
Spanish 1	43.00
Spanish 2	43.00
Spanish 3 Honors	43.00
Spanish 4 Honors	43.00
Spanish for Spanish Speakers	43.00
<b>MATHEMATICS</b>	
Algebra 1	43.00
Algebra 2	43.00
AP Calculus AB	63.00
AP Calculus BC	63.00
AP Statistics	43.00
Calculus	63.00
Calculus Honors	63.00
Geometry	43.00
Liberal Arts Math 1	51.00
Liberal Arts Math 2	51.00
Math for College Readiness	55.00
MJ Math 1	43.00
MJ Math 2	43.00
MJ Pre-Algebra	43.00
Precalculus Honors	68.00
<b>SCIENCE</b>	
Anatomy & Physiology	43.00



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AP Biology	76.00
AP Environmental Science	43.00
Biology	68.00
Chemistry	43.00
Earth Space Science	43.00
Forensic Science	76.00
Marine Science	43.00
MJ Science 1	43.00
MJ Science 2	43.00
MJ Science 3	47.00
Physical Science	43.00
Physics	43.00
<b>CAREERS AND LIFE SKILLS</b>	
AP Computer Science	59.00
Art History and Criticism 1 Honors	43.00
Career Research and Decision Making	65.00
Creative Photography	76.00
Critical Thinking and Study Skills	65.00
Drivers Education	69.00
Fitness Lifestyle Design	43.00
Guitar 1	76.00
HOPE	43.00
Leadership Skills Development	65.00
Life Management Skills	43.00
MJ Creative Photography	76.00
MJ Critical Thinking, Problem Solving and Learning Strategies	43.00
MJ Fitness	43.00
MJ Guitar I	76.00
MJ Physical Education 6	43.00
MJ Physical Education 7	43.00
Music of the World	76.00
Outdoor Education	97.00
Peer Counseling 1	65.00
Peer Counseling 2	65.00
Personal Fitness	43.00
Theater, Cinema & Film Production	85.00
Criminal Justice Operations	76.00
<b>CAREERS AND TECHNICAL EDUCATION</b>	
Agriscience Foundations I	76.00
Biotechnology I	77.00
Culinary Arts I	76.00
Dave Ramsey's Foundations in Personal Finance	76.00



## Florida Virtual School Franchise Agreement

Digital Information Technology	63.00
Forestry and Natural Resources 2	76.00
Foundations of Programming	59.00
Health Science Foundation	77.00
Introduction to Alternative Energy	77.00
Introduction to Horticulture	76.00
M/J Business Keyboarding	55.00
MJ Career Research and Decision Making	43.00
M/J Orientation to Career	77.00
Nutrition and Wellness	76.00
Parenting Skills	76.00
Personal and Family Finance	77.00
Personal and Family Finance – Dave Ramsey	77.00
Principles of Public Service	77.00
Procedural Programming	43.00
<b>CREDIT RECOVERY</b>	
Algebra 1	43.00
Algebra 2	43.00
Biology I	43.00
Chemistry I	43.00
Economics with Financial Literacy	43.00
English 1	43.00
English 2	43.00
English 3	43.00
English 4	43.00
Geometry	43.00
US Government	43.00
US History	43.00
World History	43.00
<b>OTHER ELECTIVES</b>	
Anthropology	76.00
Art in World Cultures	76.00
Astronomy Solar/Galactic	76.00
Early Childhood Education	76.00
Health Science I	76.00
Holocaust	76.00
Philosophy	76.00
Psychology 2	77.00
Sociology	76.00
Speech I	76.00
Sports, Recreation and Entertainment Marketing Management	76.00
World Religions	71.00



## Florida Virtual School Franchise Agreement

ELEMENTARY COURSES	
Language Arts - Kindergarten	43.00
Language Arts - Grade One	43.00
Language Arts - Grade Two	43.00
Language Arts - Grade Three	43.00
Language Arts - Grade Four	43.00
Language Arts - Grade Five	43.00
Mathematics - Kindergarten	43.00
Mathematics - Grade One	43.00
Mathematics - Grade Two	43.00
Mathematics - Grade Three	43.00
Mathematics - Grade Four	43.00
Mathematics - Grade Five	43.00
Science - Kindergarten	43.00
Science - Grade One	43.00
Science - Grade Two	43.00
Science - Grade Three	43.00
Science - Grade Four	43.00
Science - Grade Five	43.00
Social Studies - Kindergarten	43.00
Social Studies - Grade One	43.00
Social Studies - Grade Two	43.00
Social Studies - Grade Three	43.00
Social Studies - Grade Four	43.00
Social Studies - Grade Five	43.00
Elementary Technology K	43.00
Elementary Technology 1	43.00
Elementary Technology 2	43.00
Elementary Technology 3	43.00
Elementary Technology 4	43.00
Elementary Technology 5	43.00
Elementary Spanish Introductory Level	43.00
Elementary Spanish 1	43.00
Elementary Spanish 2	43.00
Elementary Spanish 3	43.00
Elementary Spanish 4	43.00
Elementary Spanish 5	43.00
Elementary Physical Education K	43.00
Elementary Physical Education 1	43.00
Elementary Physical Education 2	43.00
Elementary Physical Education 3	43.00
Elementary Physical Education 4	43.00



## Florida Virtual School Franchise Agreement

Elementary Physical Education 5	43.00
Elementary Art K	43.00
Elementary Art 1	43.00
Elementary Art 2	43.00
Elementary Art 3	43.00
Elementary Art 4	43.00
Elementary Art 5	43.00

**FLVS Invoicing Schedule for Billable Enrollments Served:**

Cycle	Enrollment Data Date Range	Invoice Sent
Cycle 1	July - Oct	Mid-November
Cycle 2	Nov - Feb	Mid-March
Cycle 3	Mar - Jun	End of June
Cycle 4	True-up / Enrollments not captured in previous cycles	Mid-July

**Course Discontinuation**

FLVS reserves the right to discontinue the availability of any course listed herein with reasonable notice to the Customer. In so doing, FLVS will assure the students currently in the course are permitted to matriculate and complete their course with the current course they are currently enrolled in.

**Billing Contact Personnel:**

School or District	Florida Virtual School
<b>Name:</b> Jillian Herron	<b>Name:</b> Carmen Brehoi
<b>Address of School/District:</b> 1740 Ohio Avenue, South Live Oak, FL 32064	<b>Address:</b> 2145 Metrocenter Blvd. Suite 100 Orlando, Florida 32835
<b>Email:</b> <a href="mailto:jillian.herron@suwannee.k12.fl.us">jillian.herron@suwannee.k12.fl.us</a>	<b>Email:</b> <a href="mailto:cbrehoi@flvs.net">cbrehoi@flvs.net</a>
<b>Telephone No.:</b> 386-647-4615	<b>Telephone No.:</b> 407-513-3615





## Florida Virtual School Franchise Agreement

### **APPENDIX B**

This Appendix sets out the terms and conditions pursuant to which the Customer may obtain and utilize the Licensed Materials (as defined in the FLVS Franchise Agreement – Terms and Conditions). Failure to meet these requirements may result in disciplinary action up to and including termination of the Franchise as outline in Appendix D.

#### **Florida Virtual School Responsibilities**

- 1) Provide a Franchise Operations Manager assigned to support the Customer's district.
- 2) Provide access to LMS platform.
- 3) Provide contact information for Platform Provider.
- 4) Provide systems training during the academic year terms for Franchises, inclusive of VSA, LMS, Web Collaboration Tool, and other systems utilized for student instruction.
- 5) Provide hosting of courses on LMS platform.
- 6) Provide course materials to students to be returned to FLVS main office at the conclusion of the course, unless deemed disposable for Elementary.
- 7) Provide course updates.
- 8) Provide Student Information Management System (VSA).
- 9) Provide Quality Assurance Services inclusive of one Classroom Audit and one Completion Audit per instructor, Educator footprints reports upon request, and QA training.
- 10) Provide Academic Integrity Services inclusive of investigation and documentation.
- 11) Provide monthly parent/student survey results.
- 12) Provide Annual Customer Satisfaction Report.
- 13) Provide Instructor Training for all new course releases.
- 14) Provide new Instructor Training.
- 15) Provide a year-end evaluation of the program.
- 16) Provide Franchise Management Training.
- 17) Provide syllabus documents for AP courses for use in AP audit process.
- 18) Provide co-branded digital flyer, which is designed and set to your Franchise by request three (3) times a year (August, January, and May) \*.
- 19) Provide access to FLVS video course tours.
- 20) Provide the Salesforce platform to access QA documents and submit concern resolutions.

*\*All messaging will be pre-determined and at the discretion of FLVS based on time of year.*



## Florida Virtual School Franchise Agreement

### **The Customer is Responsible for the Following Items:**

- 1) Provide FLVS seven (7) days written notice of any meeting of Customer's school board to discuss and/or consider action regarding FLVS, this Agreement, or the terms thereof.
- 2) Return this signed contract by July 30.
- 3) Provide payment as specified in contract.
- 4) Provide a point of contact for FLVS at the customer level and at the Franchise leadership level.
- 5) Adhere to all branding policies as outlined in the FLVS Marketing and Communications Franchise Policy in **Appendix E**.
- 6) Use the FLVS Learning Management System and Student Information System.
- 7) Complete course list three (3) weeks prior to delivery date.
- 8) Report only Florida Virtual School courses within the Franchise.
- 9) All student transfers must be approved and processed by Florida Virtual School.
- 10) Abide by the Academic Integrity policies established by FLVS.
- 11) Customer will provide accurate rosters of teachers, including contact information and subjects they teach, at the following intervals: July 1<sup>st</sup> and December 1<sup>st</sup>. Keep FLVS updated with new hires and departures.
- 12) Require that all teachers have completed new teacher training before being placed with students.
- 13) Require all teachers of new or reversion courses complete training on the new course within two (2) weeks of training being made available.
- 14) Require that no student shall be completed in a course without having taken the final segment exams or without documented adherence to local customer policy.
- 15) Require that all teacher and student email communications be maintained within the LMS.
- 16) Provide certified teachers in the subject they are teaching or teachers who possess a statement of eligibility. Provide certification number in VSA account.
- 17) Acknowledge sole responsibility for compliance with College Board AP Audit. If Franchise AP courses are not authorized, courses may not be offered with the AP label.
- 18) Participate in end-of-year Franchise evaluations.
- 19) Participate in Annual Franchise Management Training.
- 20) Employ a Franchise leader whose primary duty is to supervise, monitor, and evaluate the Franchise teachers and its program.
- 21) Provide FLVS with End of Course (EOC), AP, and FSA summary and demographic data for FLVS courses upon request.



**Florida Virtual School  
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- 22) Implement teacher Memorandum of Agreement provided by FLVS as Appendix C and submit signature page to FLVS by October 1st each academic year or within 30 days of employment.
- 23) Achieve an 85% or better satisfaction rating or higher as measured by Annual Customer Satisfaction Surveys as reviewed by FLVS's external vendor.
- 24) All public records requests received regarding this Franchise Agreement or any services provided thereunder must be provided to FLVS within 24 hours of the receipt by the customer.
- 25) The Franchise will apply appropriate corrective or disciplinary action to any teachers providing services pursuant to this Agreement that FLVS identifies as failing to properly deliver the curriculum.
- 26) Provide high-resolution vector logo to FLVS by July 30<sup>th</sup> each academic year.
- 27) Use tagline "Powered by FLVS" when specifically promoting FLVS courses.
- 28) Encourage instructors and staff to attend FLVS Professional Development offerings and award professional development in service points upon completion.
- 29) Utilize the Salesforce application to access QA documents and submit concern resolutions.



**Florida Virtual School  
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**APPENDIX C**

**FLVS Mission:**

To deliver a high quality, technology-based education that provides the skills and knowledge Students need for success.

**FLVS Vision:**

To transform education worldwide, one Student at time.

**FLVS Values:**

- Student Focus
- Innovation
- Integrity
- Passion
- Communication

**FLVS Commitment:**

The Student is at the center of every decision we make.

**FLVS Franchise Policy Guide:**

Communication and interaction are at the heart of our success. Research continues to show that Student-Teacher interaction is the key to a successful educational experience. Frequent Student-Teacher communication in the virtual learning environment requires commitment above and beyond the traditional workday by staff, as communication is the critical element to the success of the program. Florida Virtual School's evaluation consistently shows overwhelming need and appreciation for the frequent communication that is occurring between staff and Students. Voice-to-voice communication and email are considered essential and are expected on a regular basis. Teachers are expected to perform Discussion Based Assessments as scheduled and additional as needed.

**Academic Integrity:**

Academic Integrity, along with hiring the best and brightest instructional staff, is one of the core values at FLVS. It is one of the most important things we do as a learning organization. Done well, Students will make decisions based on values that will prepare them as productive, meaningful, and ethical citizens. All Franchise teachers will comply with the FLVS Academic Integrity policies and procedures, which can be found at:

<https://www.flvs.net/docs/default-source/myflvs/academicintegrity.pdf?sfvrsn=6>



## Florida Virtual School Franchise Agreement

### **Welcome Phone Call:**

Prior to being granted access to their online course, students must have a Welcome Phone Call conversation with their instructors. During the initial Welcome Call, instructors will ask for a preferred method of contact. Instructors will make note of the preferred method and communicate student progress according what parent's request.

### **Grading Student Work:**

1. A major component of proper communication is returning student work in a timely manner. It is the Florida Virtual School's policy that all communication be returned within 24 hours. Responding within 24 hours does not have to include the grading of all work that was submitted the previous day. It is the responsibility of the instructor to inform students about the expected turnaround time on grading work that has been submitted. All work should be graded within 48 hours of submission.
2. Florida Virtual School uses the state adopted grading scale. Per Florida Statute 1003.437 High School Grading System:
  - a) Grade A equals 90% through 100%.
  - b) Grade B equals 80% through 89%.
  - c) Grade C equals 70% through 79%.
  - d) Grade D equals 60% through 69%.
  - e) Grade F equals 0% through 59%.
  - f) W – Student withdrawn during grace period. No credit awarded.
  - g) WF – Student withdraws past grace period with a failing grade at the time of withdrawal. No credit awarded.
  - h) WP – Student withdraws past grace period with a passing grade at the time of withdrawal. No credit awarded.
  - i) P – Indicates that credit was awarded based on the student passing a state-administered End of Course (EOC) assessment instead of completed 100% of the course materials. Florida refers to this as a Credit Acceleration Program (CAP) credit. However, Florida has instituted EOC exams for select courses. A final grade issued by FLVS in one of the EOC exam courses may be interpreted differently based on district policies in effect at the time of enrollment and/or completion, and specific requirements per Florida Statute.

**Each Florida School District reserves the right to input FLVS statuses into their county transcript system based on their specific student progression plan and/or reporting capabilities.**



## Florida Virtual School Franchise Agreement

### **Final Exam Policy:**

The purpose of the final exam is to assist in validating that Students have demonstrated mastery of key course concepts and standards. The final exam, unto itself, is not the sole determiner of Student achievement; however, students are required to take a final exam in all FLVS courses.

For Courses with state required EOC exams, the School Board may act in accordance with Customer policy.

To maintain the integrity of all FLVS grades, instructors may choose to facilitate random oral assessments and/or face-to-face exams.

### **Minimum Length of Courses:**

To ensure that Students are mastering content within their courses, it is important to remember that the 14-day minimum learning experience for all half-credit courses and a 28-day minimum for all full credit courses remains in effect. For Students to successfully complete a skill-based course with specific course requirements, such as a time component (i.e. workout logs in Personal Fitness), a longer minimum learning experience may be required.

As noted in the statement above, skill-based courses with a time component require a longer minimum stay. PE courses fall into that category.

Personal Fitness (PF):	21 Days
Fitness Lifestyle Design (FLD):	24 Days
Health Opportunities in Physical Education (HOPE):	21 Days

### **Documentation of Student Work:**

All Student assessment records should be kept in the FLVS course management system. Primarily, Student work will be completed within the course management system. Keep digital documentation of any Student assessments given by phone or in the chat room. Create a system for storing work that would be logical to anyone. Record the assessment grade and comments in the LMS. All email communication with Students must be maintained within the LMS.



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As a Franchise Teacher, I have read and agree to abide by all FLVS Instructional Policies as found at <https://dash.flvsgl.com/learn/2019-20-franchise-faculty-handbook/>

---

Teacher Name

Certification

Areas

---

Teacher Signature

Date

---

Franchise Leader

Date

Please submit this form to the Franchise Manager within ten (10) business days of Teacher employment with your Franchise school.



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## **APPENDIX D**

### **Steps for Enforcement**

To ensure that its products and services are properly presented, FLVS reserves the right to review both the individual and overall performance of the Franchise. Based on defined expectations for performance and policy/procedure alignment, FLVS will notify the Franchise representative of any discrepancies so that the representative may take immediate action to correct the issue(s). FLVS may assist in providing additional tools and/or training at the expense of the Franchise. Should the discrepancies continue, either with or without remediation, FLVS reserves the right to have a non-performing individual removed from the Franchise program and/or terminate the Agreement with the Franchise.

#### **Step One: Verbal Warning**

1. Memo to file summarizing discussion.
2. Franchise may file a written document outlining an opposing view with FLVS Franchise Manager, Director and Chief.
3. Verbal communication with Franchise Manager to identify deficiencies with a plan for correction of identified deficiencies to bring Franchise back into compliance within seven (7) business days.
4. If deficiency is not corrected within seven (7) business days with the Franchise back in compliance of the Franchise contract, parties involved will attend mandatory training with costs being incurred by the Franchise, and/or be levied penalties and fines.

#### **Step Two: Probation**

1. Should the discrepancies continue, FLVS will place the Franchise on probation for no longer than one year.





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## **APPENDIX E**

### **Florida Virtual School Franchise Branding and Media Policy**

#### FLVS Branding Policy:

- Include the registered trademark ® symbol after the first mention of Florida Virtual School or FLVS on all newly created marketing pieces, and include the following trademark statement:

Florida Virtual School and FLVS are registered trademarks of Florida Virtual School, a public-school district of the State of Florida.

- “Florida Virtual School” and “FLVS” are the only approved school name and abbreviation. “The Florida Virtual School”, “Florida Virtual”, and “Florida Virtual Schools” are not approved for use.
- Never use FLVS or Florida Virtual School possessively.
- Provide the FLVS District & Franchise Solutions Director with a copy of all new marketing/informational pieces that mention Florida Virtual School or FLVS.

#### FLVS Media Relations Policy:

- Notify the FLVS Communications Manager and the FLVS District & Franchise Solutions Director upon receiving an inquiry from the media, or directly upon completion of an interview if prior notice is not possible.
  - Tania Clow, Communications Manager: 407-513-3627, [tclow@flvs.net](mailto:tclow@flvs.net)
  - Larry Banks, District & Franchise Solutions Director: 407-484-4031, [lbanks@flvs.net](mailto:lbanks@flvs.net)
- Media Resources Available:
  - FLVS Newsroom ([flvs.net/news](http://flvs.net/news)) – View news releases, annual report, district enrollment summary, research documents, and FLVS leadership members.
- When speaking about enrollment numbers, we ask that you clarify that the numbers are for your franchise specifically. If you need current enrollment data for FLVS, please reach out to the FLVS Communications Manager or FLVS District & Franchise Solutions Director.



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## **Appendix F**

### **Florida Services Additional Terms**

This document contains additional terms and conditions applicable to the FLVS product line. In the event of a conflict between these Additional Terms and the Franchise Agreement, these Additional Terms shall control.

**1. DEFINITIONS.** All capitalized terms shall have the meaning ascribed to them in the Agreement or Memorandum to which this document is attached. In addition, the following definitions shall apply to these Additional Terms:

**1.1 "Affiliate"** shall mean, with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control of such person. "Control" as used herein means the legal, beneficial, or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting interest in such entity.

**1.2 "Agreement"** shall mean the Franchise Agreement, Memorandum of Understanding, Memorandum of Agreement, Participation Agreement, or other contract between FLVS and the Customer to which this document is attached, together with all appendices, exhibits, and attachments (including these Additional Terms).

**1.3 "Customer"** shall mean the party named as Customer, School, School District, and/or District in the Agreement or Memorandum to which this document is attached.

**1.4 "Licensed Product"** shall mean the applicable virtual learning product(s) provided to Customer pursuant to the Agreement or Memorandum to which this document is attached.

**2. Intellectual Property Rights.** Customer acknowledges and agrees that all courses, content, software, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, "Works") made available to Customer pursuant to the Agreement are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws, and FLVS (or its Affiliates or licensors) owns all right, title, and interest in and to the Works.

Customer acknowledges and agrees that it has no intellectual property interest or claims in the Works and has no rights to make any use of such Works except as expressly granted in the Agreement. Except as expressly authorized in writing by an officer of FLVS, Customer agrees not to sell, license, sublicense, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any of the Works. Customer will not act or permit any action that would impair any of FLVS' (or its Affiliates' or licensors') rights in the Works.

Customer agrees not to: (a) disassemble, reverse compile, reverse engineer, or otherwise attempt to discover the source code of or trade secrets embodied in the Works (or any portion

thereof); (b) distribute, lend, rent, sell, transfer, or grant sublicenses to, or otherwise make available the Works (or any portion thereof) to third parties, including, but not limited to, making such Works available (i) through resellers, OEMs, or other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in writing; (c) embed or incorporate in any manner the Works (or any element thereof) into other applications of Customer or third parties; (d) use or transmit the Works in violation of any applicable law, rule, or regulation, including any export/import laws; (e) in any way access, use, or copy any portion of the Works (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell, or support any product or service that is competitive with the Works; (f) remove, obscure, or alter any copyright notices or any name, logo, tagline, or other designation of FLVS or its Affiliates displayed on any portion of the Works. Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions.

Upon termination of the Agreement, all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights (collectively, "Intellectual Property Rights") shall remain with FLVS.

**3. INDEMNIFICATION.** To the extent permitted by law, FLVS and Customer hereby acknowledge their respective entitlement to sovereign immunity and the limited waiver of sovereign immunity as to certain tort and negligence claims pursuant to section 768.28 of the Florida Statutes. Nothing herein shall be construed as a waiver of any such immunity nor as an agreement by either party to indemnify or defend the other. Furthermore, nothing herein shall be construed as an obligation of either party to defend, sue, or consent to be sued by a third party. Rather, FLVS and Customer agree to be responsible only for such claims and damages caused by the tortious or otherwise negligent action or inaction of their own officers and employees while functioning within the scope of their official duties, and their respective liability for such damages shall be limited to the amounts set forth in section 768 of the Florida Statutes.

**4. FLVS WARRANTY; DISCLAIMER; LIMITATION OF LIABILITY.**

**4.1 Limited Warranty.** FLVS cannot assure that the performance of Licensed Product will be uninterrupted or error-free, or that all Licensed Product problems will be corrected, despite FLVS' reasonable efforts to do so. FLVS



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does, however, warrant for the applicable Warranty Period (as defined in Section 4.2 below) that the Licensed Product will substantially conform to the applicable description and specifications contained in the Agreement. The foregoing warranty shall not apply to Licensed Product that has been modified by Customer or used in a manner that is inconsistent with the Agreement or that does not conform to the instructions and specifications contained in the Agreement or related documentation. In the event that Licensed Product does not meet the requirements of this warranty, Customer shall be responsible to so notify FLVS in writing during the Warranty Period and to provide FLVS with sufficient detail to allow FLVS to identify the problem. After receiving such notification, FLVS will undertake to correct the problem, either itself or through its licensors, by programming or content corrections, and/or reasonable "work-around" solutions. If FLVS is unable to correct the problem after a reasonable opportunity, FLVS will refund the fees paid for such Licensed Product during the current Agreement term, and Customer's license to use such Licensed Product will terminate. Any liability of FLVS under this warranty shall apply only to fees paid by Customer during Customer's then-current Agreement term, and not to any previous terms during which Customer used the Licensed Product. The foregoing states the complete and entire remedies that Customer has under this warranty. FLVS shall have no responsibility for any warranty claims made outside of the applicable Warranty Period.

**4.2 Warranty Period.** The Warranty Period shall be the first ninety (90) days of the Agreement term (whether an initial term or a renewal term). The Warranty Period for Licensed Product does not restart when an update to a course or new course version is provided pursuant to any support plan, nor do such updates come with a separate warranty.

**4.3 DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED PRODUCT, SUPPORT, OR SERVICES THAT ARE THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

**4.4 LIMITATION OF LIABILITY.** NEITHER FLVS NOR ITS LICENSORS OR SERVICE PROVIDERS SHALL BE LIABLE TO CUSTOMER FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA OR FOR CLAIMS OF A THIRD PARTY, ARISING OUT OF THE AGREEMENT, THE LICENSED PRODUCT, SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED HEREUNDER. IN ANY EVENT, WITH RESPECT TO ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF THE AGREEMENT ANY AMOUNT OF RECOVERY TO WHICH

CUSTOMER MAY BE DEEMED ENTITLED SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER TO FLVS HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT OR OTHER ITEM OR SERVICE ON WHICH THE CLAIM IS BASED DURING CUSTOMER'S CURRENT LICENSE TERM FOR THE APPLICABLE LICENSED PRODUCT.

**5. THIRD PARTY REQUIREMENTS.** Customer is responsible for ensuring that the courses it provides through the use of the Licensed Product meet the requirements of any third-party organization that Customer or its students desire to satisfy. Without limiting the general nature of the previous sentence, and to the extent applicable to the Agreement, Customer specifically agrees and understands as follows:

**5.1 National Collegiate Athletic Association ("NCAA").** The NCAA has specific guidelines regarding the acceptance of distance learning courses for student athletes. FLVS offers a variety of free, fully accredited online courses to Florida high school students, including core options that fulfill NCAA course requirements. Additional information about which FLVS courses meet NCAA requirements is available at <https://web3.ncaa.org/hsportal/exec/hsAction?hsActionSub=mit=searchHighSchool>. Customer accepts responsibility for these criteria to the extent that Customer uses any Licensed Product for students who desire to meet NCAA eligibility criteria. To ensure that NCAA eligibility for student athletes is not compromised, Customer must enter credit for course completion onto students' official transcripts. Athletic eligibility is the sole responsibility of the student and his/her school of record, who must abide by NCAA regulations. Customer understands that non-FLVS courses offered by Customer are not covered under the FLVS umbrella, and Customer will need to submit documentation to the NCAA to have any such courses approved separately.

**5.2 Advanced Placement ("AP") Courses.** Customer is responsible for completing any College Board audit procedures required with respect to any Advanced Placement ("AP") courses if Customer intends to offer any Licensed Product courses as AP courses.

## **6. COMPLIANCE WITH LAWS**

**6.1 In General.** Each party agrees to fully comply with the requirements of all applicable federal, state, and local laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to the Agreement.

**6.2 Children's Online Privacy Protection Act ("COPPA").** Customer shall be responsible for ensuring full compliance with COPPA and all rules promulgated thereunder.

**6.3 Confidential Student Information.** For the purposes of the Agreement, FLVS is hereby designated a school official for the purposes of receiving confidential student information. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student information for the purposes of the Agreement and for no other purpose. Upon



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the termination or expiration of the Agreement, FLVS shall maintain the confidential student information for the time period required by Florida law, and shall thereafter delete and/or destroy all originals and any copies of confidential student information and shall not retain any confidential student information. As FLVS will be receiving student information that is otherwise confidential, FLVS shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, to the extent permitted by law, FLVS for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the Customer and its officers and employees harmless for any violation of this provision, including, but not limited to defending the Customer and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Customer, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the Customer arising out of the breach of this provision by FLVS, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that FLVS shall either intentionally or negligently violate this provision, or §1002.22 or §1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under the Agreement and shall be fully binding upon FLVS until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

**6.4 Accommodations.** Customer acknowledges that virtual learning programs are not appropriate for all students, and it is Customer's responsibility to ensure that a given Licensed Product is an appropriate placement for a particular student. For Licensed Products with FLVS-provided teacher instruction, if Customer provides access to such Licensed Products to students requiring accommodations, Customer will allow the FLVS-supplied teacher (or other individuals designated by FLVS as appropriate) to participate in planning meetings to ensure that the particular Licensed Product is an appropriate placement for such students. Notwithstanding the foregoing, FLVS will not be responsible for making any

modifications to a Licensed Product's technology or content, or any other accommodations in connection with a Licensed Product or any associated instructional services, or third-party sites or materials associated with a course, if the standard Licensed Product is not appropriate for, or is not readily usable by, a given student.

**(a) Students with Disabilities.** To the extent required by law, Customer is responsible for complying with all applicable federal IDEA requirements and any other federal, state, or local laws or regulations in connection with the use and implementation of any Licensed Product.

**(b) English Language Learner Students.** To the extent required by law, Customer is responsible for providing appropriate equal access and ensuring compliance with the Florida META Consent Decree and any other federal, state, or local laws or regulations in connection with the use and implementation of any Licensed Product.

**(c) Individual Education Plans.** To the extent required by law, Customer is responsible for providing any required services to support a student's IEP consistent with the legal requirements for serving students with special needs in a virtual school.

**6.5 Data/Security Breach.** The parties acknowledge and agree to comply with the requirements of §501.171, Florida Statutes. A breached party shall notify the other party immediately, but in no event later than thirty (30) calendar days following a determination of a breach of data security involving the other party's data. Additionally, each shall fully cooperate with the other regarding the statutory notification requirements.

**6.6 Background Screening.** As a public school, FLVS complies with all statutes regarding background screening of employees, in accordance with Florida law, specifically including, but not limited to, the requirements of §1012.465, Florida Statutes (the Jessica Lunsford Act) and §1012.32, Florida Statutes.

**7. Third Party Rights.** Nothing in the Agreement shall be construed to give any rights or benefits to anyone other than FLVS and Customer.

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**FLORIDA VIRTUAL SCHOOL FRANCHISE AGREEMENT AGREEMENT FOR  
STATE OF FLORIDA SCHOOL DISTRICT**

THIS FLORIDA VIRTUAL SCHOOL FRANCHISE AGREEMENT FOR STATE OF FLORIDA SCHOOL DISTRICT ("Agreement") made and entered into this 1st day of July, 2017~~2020~~, by and between the Board of Trustees of the Florida Virtual School (hereinafter referred to as "FLVS"), having its principal office at 2145 Metrocenter Boulevard, Orlando, Florida, 32835 and Suwannee County County School Board (hereinafter referred to as "Customer"), having its principal place of business at 702 2nd St 1740 Ohio Ave. NWS, Live Oak, FL 32064, provides as follows:

WHEREAS, the State of Florida established FLVS for among other reasons, the purpose of developing and delivering distance learning education to the K-12 students of the State of Florida, and;

WHEREAS, Customer is a public school district within the State of Florida desirous of utilizing the products and/or services of FLVS, and FLVS, and;

WHEREAS, Florida Statute ~~1002.37(5)~~ 1002.37(2)(l) authorizes FLVS to enter into franchise agreements with Florida school districts,

NOW THEREFORE, for and in consideration of the mutual promises hereinafter exchanged and received by the parties, FLVS and Customer agree as follows:

1. FLVS hereby issues this franchise pursuant to the terms and conditions contained herein and contained ~~on in~~ the FLVS web site www.flvs.net section for the State of Florida School District Franchise Agreement and Customer hereby accepts if pursuant to the terms and conditions. TERMS AND CONDITIONS, which is attached hereto and incorporated herein. This Franchise Agreement shall include the following documents which are attached hereto and incorporated herein by reference: 1) FLVS Franchise Agreement Terms and Conditions; 2) Appendix A Components; 3) Appendix B Licensed Materials Terms and Conditions; 4) Appendix C Teacher Guidelines; 5) Appendix D Steps for Enforcement; 6) Appendix E Florida Virtual School Franchise Branding and Media Policy; and 7) Appendix F Florida Services Additional Terms.
2. Customer hereby agrees to accept said franchise for the academic school year July 1, 2017 through June 30, 2018. In accepting the franchise agreement Customer does hereby agree to

be bound by and comply Franchise Agreement for:

a) three (3) academic school year terms. July 1, 2020 through June 30, 2023

b) one (1) academic school year term. July 1, 2020 through June 30, 2021

In accepting the franchise agreement Customer does hereby agree to be bound by and comply

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2. with all terms and conditions contained herein.

3. Customer shall pay to FLVS the franchise fees described in Appendix A. The franchise fee shall be due and paid as provided for in Appendix A, pursuant to the provisions of the Local Government Prompt Payment Act after receipt of FLVS's invoice. The Local Government Prompt Payment Act requires the School Board to pay a correct and undisputed invoice within 45 days of the School Board's Accounts Payable Department's receipt of said invoice. The School Board shall incur no obligation for payment until issuance of a Purchase Order to FLVS. Failure to pay the franchise fees when due shall be grounds for the immediate termination or suspension of all services due by FLVS hereunder.

All overdue (90-plus days) accounts will be subjected to a 10 percent late fee and may be denied access to the late fees set forth in the Local Government Prompt Payment Act, ss. 218.70-218.80, Florida Statutes, and may be denied access to FLVS content in the discretion of FLVS. This franchise agreement will be suspended until payment is received by FLVS.

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4. The term shall be effective on the effective date for a period of three (3) years or one (1) year, whichever option is chosen and shall terminate in accordance with this article.

4. Either party may by notice in writing terminate this agreement if (i) the other party breaches or fails to observe or perform any of its obligations set forth out in this agreement, including failure to pay franchise and/or training fees, and fails to cure such breach or failure within thirty (30) days after written notice; or (ii) either party becomes insolvent, or makes an assignment for the general benefits of creditors, or any proceedings are commenced by or against either party under any bankruptcy or insolvency laws or if proceedings for the appointment of a trustee, custodian, receiver or receiver manager for either party are commenced, or if either party ceases or threatens to cease to carry on business; or (iii) without cause upon ninety (90) days' written notice by FLVS or Customer to the other party of its termination of the agreement.

5. 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.

FLORIDA VIRTUAL SCHOOL

Signature

Mr. Ronald Dlocek L.P. **Jecii**

**C.**

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Name

Rev 2.20.2017

President and CEO

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Ted L. Roush

Name

Signature

Superintendent of Schools

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Date \_\_\_\_\_

Date \_\_\_\_\_

"Approved BY" as to Form and Sufficiency

Donald J. Dietzen, III

Rumberger, Kii & Caldwell, P.A. Rev 2-20-2017

Suwannee School Board Attorney"

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6. There is no third-party beneficiaries created or entitled by this agreement and only the specific parties hereto shall have any rights or standing to enforce this agreement or any provision hereof.
7. This agreement and the FLVS Franchise Agreement TERMS AND CONDITIONS represent the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter herein.





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Franchise Agreement (USAs2021-62 (REVISED/RENEWAL))



"Approved BY

Dietzen, III

Rumberger, Kii & Caldwell, P.A., Rev. 2-20-2017

Suwannee School Board Attorney"

and Sufficiency

FLORIDA VIRTUAL SCHOOL

CUSTOMER

Signature

Louis J. Algaize, Ph. D

Name:

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Executive Director & CEO

Date

Signature

Ted L. Roush

Name

Superintendent of Schools

Title

Date

Chairman, Suwannee County School Board

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Florida Virtual School  
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to BY

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, PA

Suwannee School Board Attorney"

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**FLVS Franchise  
Agreement TERMS AND  
CONDITIONS**

**ARTICLE 1 - INTERPRETATION**

**1.1 DEFINITIONS**

In this Agreement and in Appendix A, B, C, D, E and EE, the following terms shall have the respective meanings ascribed to them as follows:

- a) **"Affiliate"** means with respect to any person, and other person directly or indirectly controlling, controlled by, or under common control of such person. "Control" as used here means the legal, beneficial or equitable ownership, directly or indirectly, of more than 50% of the aggregate of all voting interest in such entity.
- b) **"Business Days"** means Monday through Friday excluding any day which is a nationally observed holiday in both the United States of America and Canada.
- c) **"Business Hours"** means 8:00 AM - 8:00 PM Eastern Time on Business Days.
- d) **"Components"** means the components of the FLVS Software referred to in Appendix A.
- e) **"Confidential Information"** means (i) all information of either party or its Affiliates or of third persons to whom the party owes a duty of confidence that is marked confidential, restricted or proprietary, or that may reasonably be considered as confidential from its nature, or from the circumstances surrounding its disclosure; and (ii) the Licensed Materials.
- f) **"Content Licenses"** means the utilization licenses and associated restrictions with respect to the Licensed Course Content granted to Customer hereunder which are set for in Appendix A.
- g) **"Customization"** means a client customizable area is provided which includes: 1) a communication policy; 2) netiquette recommendations; 3) pace charts; 4) student resource page; 5) optional contact and help pages; 6) state and national standards; 7) Drop Policy - It is advised that a customizable drop/add period be no more or no less than the FLVS implemented 14-day drop/add period.
- h) **"Data"** means customer information entered the licensed products to include, but not limited to, student, staff, school, and ~~parent information~~ parent information.
- i) **"Billable Enrollment"** will be any student that achieves 20% course completion or is

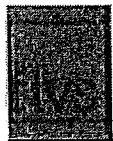
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Florida Virtual School

on active status in VSA for a minimum of 30 days. FLVS will bill the Customer for the student regardless of the student's status upon Customer's receipt of invoice.

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- j) **"FLVS Proprietary Products"** includes, but is not limited to, FLVS source content and the FLVS Virtual School Administrator product.



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- k) **"Intellectual Property Rights"** includes all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights.
- l) **"Learning Management Systems or IMSLMS"** means the software-based system ("Platform") that must be utilized to access the Licensed Course Content.
- m) **"License"** means Customer's license to use the Licensed Materials described in Appendix A.
- n) **"License Fees"** means the license fees to be paid by the Customer to FLVS, which are described in Section 4.1.
- o) **"Licensed Course Content"** means the Components of the FLVS Course Content in object code format licensed to Customer hereunder and described in Appendix A and such additional third-party Components required as part of the FLVS Course Content.
- p) **"Licensed Materials"** means the Licensed Course Content, LMS, Virtual School Administrator, Documentation and included Renewal Releases and updates, which FLVS and (LMS Software) may from time to time provide to Customer.
- q) **"Platform Provider"** means learning management system provider.
- r) **"Virtual School Administrator (VSA) License"** means the licenses and associated restrictions with respect to the Licensed Virtual School Administrator School Administrator.
- s) **"Customer"** means the state of Florida School District. FLVS is contracting with.

## **ARTICLE 2-LICENSE**

### **2.1 LICENSED MATERIALS**

#### Course Content and Materials

- a) Subject to the provisions of this Agreement, including the provisions of Article 8, FLVS hereby grants to Customer, and Customer hereby accepts from FLVS, the personal, non-transferrable and non-exclusive Franchise License to use the Licensed Materials for Customer's internal business purposes in accordance with FLVS Licenses.
- b) FLVS Virtual School Administrator will be used as the registration and Student Information Management System.

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- c) Florida Virtual School courses will only be delivered on FVS approved Learning Management Systems.

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## **2.2 Third Party Users**

For the purpose of operating Customer's business, the parties intend that certain unrelated third parties with whom the Customer has a business relationship, such as a supplier or customer, and the employees of such third person (hereunder "Business Third Parties"), will have limited right to use certain Components of the Licensed Course Content solely for the purpose of providing services to Customer. All such services will be solely for the benefit of Customer's internal business operations. The Business Third Parties may not utilize the Licensed Course Content for other than the direct benefit of Customer's internal benefit, in accordance with the terms of this Agreement, and the Customer shall assure third party compliance with this provision and the terms of this Agreement.

## **ARTICLE 3 - DELIVERY AND INSTALLATION**

### **3.1 Delivery of Licensed Materials**

FLVS agrees to deliver the Customer one (1) copy of the most current release available by request of the Licensed Materials. The Documentation will be provided solely in the English Language, except in cases where FLVS has specifically provided for foreign language documentation.

### **3.2 Software Security**

- a) The Customer will ensure all reasonable measures are taken to protect the Licensed Materials from any unauthorized use.
- b) FLVS will ensure all reasonable measures are taken to protect the Customer Data while in use at the FLVS site. Reasonable measures include, but are not limited to, the Customer Data being stored on a secure server in a secured building behind an internet firewall with role-based level password protection for all access to such data. The provider warrants that, within seven business day of a written request by the Customer, for Customer data related to the program, FLVS shall provide such data to the Customer.

### **3.3 Background Screening**

As a public school, FLVS complies with all statutes regarding background screening of employees, in accordance with Florida Law, specifically, but not limited to the requirements of Jessica Lunsford Act, 1012.465 F.S.



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**ARTICLE 4 - PRICE AND PAYMENT TERMS**

**4.1 License Fees**

- a) Customer shall pay to FLVS the Franchise fees described in Appendix A and C (the "License Fees"). The License Fees shall be due and paid as provided for in Appendix A pursuant to the provisions of the Local Government Prompt Payment Act after receipt of FLVS's invoice. The Local Government Prompt Payment Act requires the Customer to pay a correct and undisputed invoice within 45 days of the Customer's Accounts Payable Department's receipt of said invoice. The Customer shall incur no obligation for payment until issuance of a purchase order to FLVS. Failure to pay the License Fees when due shall be grounds for the immediate termination or suspension of all services due by FLVShereunder.
- b) The payment of all amounts as well as the accrual of interest for any amounts not paid shall be accordance with the Local Government Prompt Payment Act, Section 218.70, et seq. All overdue (90+ days) accounts will be subjected to a 10% late fee and may be denied access to FLVS Content. The Licensing Agreement will be suspended until payment is received by FLVS.

**ARTICLE 5 - PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION**

**5.1 Title to Licensed Materials**

Customer acknowledges and agrees that FLVS, Licensors of FLVS, and the Platform Provider shall retain all right, title and interest in and to the Licensed Materials and all copies thereof, including, without limitation, the Intellectual Property Rights therein, and that nothing herein transfers or conveys to Customer any ownership right, title or interest in or to the Licensed Materials or to any copy thereof or any right with respect to the Intellectual Property Rights therein. FLVS has the right to license Materials to the ~~School Board~~ Customer. Nothing in this Agreement shall be construed as conferring upon the Licensee any right or interest in Florida Virtual School's or the Platform Provider's intellectual property or in their registration or in any designs, copyrights, patents, trade names, signs, emblems, insignia, symbols and slogans or other marks used in connection with the software other than as provided in ~~this Agreement~~ this Agreement.

To the extent permitted by law, FLVS shall defend, indemnify and hold the Customer, its officers, agents, employees, successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by FLVS of any third-party patent, copyright or trademark or (ii)



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infringement by FLVS of any third-party patent, copyright or trademark or (ii) misappropriation by FLVS of any third-party trade secret in connection with the foregoing. FLVS will indemnify and hold harmless the Customer, its officers, agents, employees, successors and assigns from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the ~~School Board~~ Customer, its officers, agents, employees, successors and assigns. If FLVS uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. The parties shall also be bound by any applicable federal law as it relates to the use of any federal monies for the license under this Agreement. If FLVS's software becomes or is likely to become the subject of an infringement claim, FLVS may at its option and expense either: (a) procure for the School Board the right to continue using such software; (b) replace or modify the affected software so it becomes non-infringing and remains functionally equivalent; or (c) require the return of the affected software, allow the School Board to return other software intended to operate with the affected software, and refund to the School Board the portion of the license agreement price attributable to the returned product, prorated in accordance with the unused portion of the term.

**5.2 Confidential Information**

To the extent permitted by law, each party agrees to maintain the Confidential Information of the other party. Each party shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99), or any other state or federal law or regulation 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 remain fully binding upon both parties.

**5.3 Protection and Proprietary Rights**

- a) Customer shall not remove any proprietary copyright, patent, trademark, design right, trade secret, or any other proprietary rights legends from the Licensed Materials.
- b) Customer agrees not to disassemble, decompile, translate into human readable form or into another computer language, reconstruct or decrypt, or reverse engineer all or any part of the Licensed Materials in accordance with the law.  
Further, Customer shall not write or develop any derivative works or computer programs based upon any part of the Licensed Materials.





a)c) The Customer hereby agrees that FLVS is the owner of all rights intellectual and otherwise for the Course Content and Virtual School Administrator product that will be provided and has the legal right to franchise and charge a fee for the use of that material and the legal right for an injunction. The discretion of Florida Virtual School on all matters concerning the intellectual property shall be final, conclusive and binding on the Customer.

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#### 5.15.4 Audit Rights

FLVS may audit the use of their proprietary products and enrollment at any time while providing service hereunder. FLVS will conduct continuous audits for instructional quality. The results of this audit will be provided to the Customer and the Florida Department of Education.

#### 5.25.5 Email Access

District-Customer is responsible for providing FLVS, upon request, all email correspondence between teacher and student relevant to this Agreement.

#### 5.35.6 Public Records

~~Florida Virtual School is a public agency. Both parties are subject to Chapter 119, Florida Statutes. The Contractor. Both parties shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the BOARD in order to perform the service; (b) providing the public with access to public records on the same terms and conditions that the BOARD both parties would provide the records and at a cost that does not exceed the cost provided in chapter Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meeting all requirements for retaining public records and transfer to both parties, at no cost to the BOARD, all public records in possession of the contractor both parties upon termination of the Agreement and destroy-destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the BOARD both parties in a format that is compatible with the information technology systems of the BOARD both parties. The parties agree that if the contractor either party fails to comply with a public records request, then Florida Virtual School the other party must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes.~~

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Florida Virtual School

Franchise Agreement (US Ass)

IF THE CONTRACTOR ~~EITHER PARTY~~ HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S ~~THEIR~~ DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, EACH PARTY SHALL CONTACT THE CUSTODIAN ~~THEIR RESPECTIVE CUSTODIANS~~ OF PUBLIC RECORDS AT, FOR FLVS, EMAIL



CustodianofRecords@flvs.net CustodianofRecords@flvs.net, OR BY PHONE 407-513-3325, OR BY MAIL TO: 2145 METROCENTER BLVD., SUITE 100, ORLANDO, FL 32835.

## 5.45.7 Confidential Student Information

**flvs**

For the limited purposes of auditing the implementation of the Agreement and accessing student emails, FLVS is hereby designated a school official for the purposes of receiving this limited confidential student information and FLVS shall remain under the direct control of the School Board-Customer with respect to the use and maintenance of the confidential student information. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity, and will only use the confidential student information for the purposes listed above and for no other purpose. Upon the termination or expiration of the agreement, FLVS shall return to School Board-Customer all original and any copies of the confidential student information, and shall not retain any confidential student information. As FLVS will be receiving student information that is otherwise confidential, FLVS shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, to the extent permitted by Law, FLVS for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the School Board-Customer and its officers and employees harmless for any violation of this provision, including, but not limited to defending the School Board-Customer and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board-Customer, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the School Board-Customer arising out of the breach of this provision by FLVS, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that FLVS shall either intentionally or negligently violate this provision, or §1002.22 or §1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under this Agreement and shall be fully binding upon FLVS until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

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Florida Virtual School  
Franchise Agreement (USAss)  
**ARTICLE 6 - WARRANTIES OF FLVS**

**6.1 Limit of Liability**

- a) For any breach or default by FLVS of any of the provisions of this Agreement, or respect to any claim arising here from or related hereto. FLVS's entire liability,



regardless of the form of action, whether based on contract or tort, including negligence, shall in no event exceed (I) the amount paid by the Customer hereunder for the licensed materials; (II) the amount paid by Customer for the renewal service that is the subject of the claim, if the claim relates to a breach or default by FLVS of the provisions of Article 7; (III) the amount paid by Customer for installation service that is the subject of the claim, if the claim relates to a breach or default by FLVS by the provisions of this Agreement pertaining to installation service; or (IV) in the aggregate with respect to all claims under or related to this Agreement, the amount paid by Customer under this Agreement.

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**Florida Virtual School Franchise  
Agreement (USAss)**

paid by Customer under this Agreement.

- b) ~~b)~~ In no event, will FLVS be liable for special, incidental, indirect, or consequential loss or damage, lost business revenue, loss of profits, loss of data, failure to realize expected profits or savings, or any claim against Customer by another person (even if FLVS has been advised of the possibility of such damage), unless required by law.
- c) FLVS shall be liable to Customer as expressly provided in this agreement, but shall have no other obligation, duty, or liability whatsoever in contract, tort, or otherwise to Customer including any liability for negligence. The limitations, exclusions and disclaimers in this agreement shall apply irrespective of the nature of the cause of action, demand, or action by Customer, including but not limited to, breach of contract, negligence, tort, or any other legal theory and shall survive a fundamental breach or breaches or the failure of the essential purpose of this agreement or of any remedy contained herein.

**6.2 Intellectual Property Claims**

- a) Notwithstanding the forgoing, FLVS shall have no liability for any claim that is based on (i) the use of other than the latest release and version of the Licensed Materials if such infringement could have been avoided by the use of the latest versions and release and

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**SCSB 2018-55-2021-62 (REVISED/RENEWAL)**

**Florida Virtual School**

**Franchise Agreement (USAs)**

such version or release had been available to Customer for use, (ii) the use or unauthorized combination of the Licensed Materials with the software, hardware or any other product not specifically provided by FLVS, or (iii) any unauthorized modification to the Licensed Materials or unauthorized use of the Licensed Materials other than as expressly authorized herein or as expressly described or recommended in writing by FLVS.

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**ARTICLE 7 - TERM AND TERMINATION**

**7.1 Term**

This Agreement shall be effective on the Effective Date for a period of three (3) years or one (1) year, whichever term option was chosen on page 1, section 2 and shall be terminable in accordance with ~~this Article~~ this Article.

**7.2 Termination**

Either party may by notice in writing terminate this Agreement if (i) the other party breaches or fails to observe or perform any of its obligations set out in the Agreement, including failure to pay Franchise and/or training fees, and fails to cure such breach or failure within thirty (30) days after written notice; or (ii) either party becomes insolvent, or makes an assignment for the general benefit of creditors, or any proceedings are commenced by or against either party under any bankruptcy or insolvency laws, or if

**Florida Virtual School Franchise  
Agreement (USAss)**

proceedings for the appointment of a trustee, custodian, receiver, or receiver manager for either party are commenced, or if either party ceases or threatens to cease to carry on business; or (iii) without cause upon ninety (90) days written notice by FLVS or Customer to the other party of its termination of the Agreement.

**7.3 Services Not Included**

- a) Renewal and Warranty Support does not include or apply to any of the following: (i) making modifications to the Licensed Materials for Customer; (ii) consultation for new programs or equipment; (iii) hardware problems including any malfunction of hardware, or to any external causes affecting the Licensed Materials including the media upon which the Licensed Materials are provided such as accident, disaster, electrostatic discharge, fire, flood, lightning, water, or wind; or (iv) corrections of errors attributable to software other than the Licensed Software. FLVS may charge Customer at its then applicable list price for providing such services. FLVS may also charge Customer at its then list price for analysis or removal of errors which are caused by improper operation or handling of the Licensed Materials or caused by circumstances unrelated to FLVS. Payment for these services shall be made by Customer within 30-forty-five (45) days # of invoicing by FLVS in accordance with the Florida Local Government Prompt Payment Act.
- b) The obligation to provide Renewal Services is subject to the following: (i) Renewal Services are only provided for the Licensed Course Content provided under this Agreement; (ii) if Customer ceases to pay for and received Renewal Services and later requests Renewal Services, Customer will be required to pay to FLVS the Renewal

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Fees not paid during the period in which the service was discontinued and (iii) FLVS has no obligation to provide Customer with any Renewal Services unless Customer has paid for the Renewal Services in advance as required hereunder; and

(iii) FLVS has no obligation to provide Customer with any Renewal Services unless Customer has paid for the Renewal Services in advance as required hereunder; and

(iv) FLVS has no obligation to provide Renewal Services if Customer is unable to follow FLVS Franchise policies and procedures as documented through an annual audit. Customer has no obligation to renew this Agreement.

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## ARTICLE 8- - GENERAL

### 8.1 Force MaieureMajeure

If the performance of this Agreement, or any obligation thereunder except the making of payments hereunder is prevented, restricted, or interfered with by any reason of fire, flood, earthquake, explosion or other casualty or accident or act of God, strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, power, equipment or software from suppliers, war or other violence; any law, order, regulation, ordinance,

## **flvs**

demand or requirement of any government authority, or any other act or condition whatsoever beyond the reasonable control of the affected party. The party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, or interference; provided however, that the party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

### 8.2 Non-Solicitation Mon-Solicitation Agreement

FLVS and the Customer agree that during the term of this agreement, except as provided elsewhere in this Agreement or through mutual consent of both organizations, they shall not directly or indirectly engage, hire, employ, or solicit any employee of the other, or any subsidiary or affiliate of the other or otherwise induce or attempt to induce any employee of the other to leave employment of the other or alter the employment relationship of any employee with the other.

### 8.3 NCAA

NCAA continues to evolve its policy regarding evaluation of virtual school course work for student athletes. FLVS enjoys a strong working relationship with NCAA, and, as our Franchise partner, the Customer will join FLVS's umbrella by signing this Agreement and agreeing to abide by all FLVS policies regarding course delivery, instructional practices, and student management found in Appendices B and C. As part of the Agreement, the

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Customer will undergo intermittent quality assurance audits performed by FLVS personnel. The Customer will have access to all audit reports. FLVS reserves the right to resubmit results to NCAA. Customer understands that non-FLVS courses offered by the district Customer are not covered under the FLVS umbrella, and district will need to submit documentation to the NCAA to have any such courses approved separately.

**8.4 Background Screening**

FLVS agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all its personnel who (1) are to be permitted access to Customer's school grounds when students are present; (2) will have direct contact with Customer's students, or (3) have access or control of Customer's funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by Customer in advance of FLVS or its personnel providing any services under the conditions described in the previous sentence. FLVS shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to FLVS and its personnel. The parties agree that the failure of FLVS to perform any of the duties described in this section shall constitute a material breach of this Agreement

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entitling Customer to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, FLVS agrees to indemnify and hold harmless Customer, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in FLVS's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by Customer or FLVS of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

**8.5 No Waiver of Sovereign Immunity**

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

**8.6 Non-Discrimination**

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, political or religious beliefs, color, gender, gender identity or expression, national origin, marital status, disability, or sexual orientation.

**8.7 Records**

Each party shall maintain its own respective records and documents associated with this

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Agreement in accordance with the records retention ~~requirements applicable to public~~  
records. Each party shall be responsible for compliance ~~with public document laws~~  
served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of  
attorney's fees for non-compliance with that law. Each party shall be responsible for  
compliance with Sections 1002.22 and 1002.221, Florida Statutes, and FERPA, 20 U.S.C.  
§1232g, concerning the protection, use and disclosure of educational records, and the federal  
regulations issued pursuant thereto (34 CFR

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Part 99), and any other applicable state or federal laws or regulations concerning the protection, use and disclosure of confidential student educational records.

## **8.8 Entire Agreement**

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.

## **8.9 Amendments**

No modification, ~~amendment,~~ or alternation 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. Amendment executed by both parties. At the end of each academic year, FLVS may review and adjust course fees and Terms and Conditions contained herein via an Amendment signed by both parties.

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## **8.10 Waiver**

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.

## **8.11 Compliance with Laws**

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.

## **8.12 Severability**

In any 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, 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. Notwithstanding the foregoing, if the result of the deletion of such provision shall materially and adversely

affect the rights of a party, such party may elect, at its option, to

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Florida Virtual School  
Franchise Agreement (USAss)

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to terminate this Agreement in its entirety.

to terminate this Agreement in its entirety.

## **8.13 Authority to Piggyback**

If mutually agreed between FLVS and the Customer, agreement to these Terms and Conditions constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this contract, to any other governmental entities.

## **8.138.14 Notice**

When any of the parties' desires to give notice to each 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 changes 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  
FLVS:

Florida Virtual School - Procurement  
2145 Metrocenter Blvd.  
Suite 100 Orlando, FL 32835

With a Copy to:

Mr. Ronald Blocker, President and  
CEO of FLVS 2145 Metrocenter Blvd.  
Suite 100 Orlando, FL 32835

Superintendent of Schools

To Customer:

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## **8.148.15 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 part with respect to all provisions contained in this Agreement.

## **8.158.16 No Third-Party Beneficiaries**

There are no third-party beneficiaries created or entitled by this agreement, and only the specific parties hereto shall have any rights or standing to enforce this agreement or any provision thereof.



**8.48.17 No Partnership or Joint Venture**

It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the School Board-Customer and Contractor or any other party, or cause either party to be responsible in any way for the debts and obligations of the other party.

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8.18 Notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree to comply with the requirements of section 501.171, Florida Statutes. In the event of a breach of security as defined in section 501.171, Florida Statutes, FLVS shall notify the School Board immediately, but no later than thirty (30) calendar days following a determination of a breach of data security involving School Board's data. Additionally, FLVS shall fully cooperate with the School Board regarding the School Board's statutory notification requirements.

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## APPENDIX A

SCSB 2018-55-2021-62 (REVISED/RENEWAL)  
Florida Virtual School

The Components, which are the subject of the FLVS Franchise Agreement, including FLVS Course Content, Third Party Components, FLVS Virtual School Administrator, Registration, Student Information System, and the Learning Management System granted to Customer and the fees payable to FLVS hereunder are as follows:

The most current version of all FLVS courses available for public release, except for those still in a pilot or BETA phase of development.

### 4. 1. Fees

This list may be altered based on any additional course releases or enhancements during the year. The Course Catalog may be found at:  
<http://www.flvs.net/Students/Pages/find-course.aspx#highschool>.

FLVS Course Offerings	
Course Name	Price
<b>SOCIAL STUDIES</b>	
AP United States Government and Politics	75.0063.00
AP Human AP Fluman Geography	50.0043.00
AP Macroeconomics	50.0043.00
AP Microeconomics	55.0046.00
AP Psychology	60.0068.00
AP US History	76.00
Economics with Financial Literacy	50.0043.00
Law Studies	60.0076.00
M/J Civics	50.0043.00
MJ United States History	50.0043.00
MJ World History	50.0043.00
Psychology 1	55.0046.00
United States Government (Name Change)	50.0043.00
United States History (Name Change)	50.0043.00
World History	50.0043.00
<b>LANGUAGE ARTS LANGUAGE ARTS</b>	
AP Art History	50.0043.00
AP AP English Language and Composition	50.0043.00
AP AP English Literature and Composition	65.0072.00
English 1	50.0043.00
English 2	50.0043.00
English 3	50.0043.00
English 4	50.0043.00
Intensive Reading	50.0043.00
MJ Language Arts I	50.0043.00

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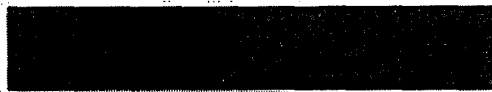
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Algebra 1	50.0043.00
Algebra 2	50.0043.00
AP Calculus AB	75.0063.00
AP Calculus BC	75.0063.00
AP Statistics	50.0043.00
Calculus	75.0063.00
Calculus Honors	63.00
Geometry	50.0043.00
Liberal Arts Math 1	51.00
Liberal Arts Math 2	50.0051.00
Math for College Readiness	55.0055.00
MJ Math 1	50.0043.00
MJ Math 2	50.0043.00
MJ Pre-Algebra	50.0043.00
Precalculus Honors	80.0068.00
<b>SCIENCE</b>	
Anatomy & Physiology	50.0043.00
MJ Spanish Intermediate	50.0043.00
Spanish 1	50.0043.00
Spanish 2	50.0043.00
Spanish 3 Honors	43.00
Spanish 4 Honors	43.00
Spanish for Spanish Speakers	50.0043.00

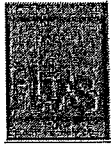
## MATHEMATICS



SCSR 2018-55 2021-62 (REVISED/RENEWAL)

Criminal Justice Operations	Computer and Network Security Fundamentals	103.00	90.00	76.00
<b>CAREERS AND TECHNOLOGY</b>				
Applied Object-Oriented Java Programming	CSIT Network Systems Configuration	103.00	1	403.00
Business Software Applications 4		103.00		77.00
Business Software Applications 4		103.00		76.00
Forensic Science		90.00		76.00
Marine Science		50.00		43.00
MJ Science 1		50.00		43.00
MJ Science 2		50.00		43.00
MJ Science 3		55.00		47.00
Physical Science		50.00		43.00
Physics		55.00		43.00
<b>CAREERS AND LIFE SKILLS</b>				
AP Computer Science		70.00		59.00
Art History and Criticism 1 Honors		50.00		43.00
Career Research and Decision Making		77.00		65.00
Creative Photography		90.00		76.00
Critical Thinking and Study Skills		77.00		65.00
Drivers Education		100.00		69.00
Fitness Lifestyle Design		50.00		43.00
Guitar 1		90.00		76.00
HOPE		50.00		43.00
Leadership Skills Development		77.00		65.00
Life Management Skills		50.00		43.00
MJ Creative Photography		90.00		76.00
MJ Critical Thinking, Problem Solving and Learning Strategies		50.00		43.00
MJ Fitness		50.00		43.00
MJ Guitar 1		90.00		76.00
MJ Physical Education		50.00		43.00
MJ Physical Education?		50.00		43.00
Music of the World		90.00		76.00
Outdoor Education		115.00		97.00
Peer Counseling 1		77.00		65.00
Peer Counseling 2		65.00		
Personal Fitness		50.00		43.00
Theater, Cinema & Film Production		100.00		85.00

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<b>CREDIT RECOVERY</b>	
Algebra 1	50.0043.00
Algebra 2	50.0043.00
Biology 1	50.0043.00
Chemistry 1	50.0043.00
Economics with Financial Literacy	50.0043.00
English 1	50.0043.00
English 2	50.0043.00
English 3	50.0043.00
English 4	50.0043.00
Geometry	50.0043.00
US Government	50.0043.00
US History	50.0043.00
World History	50.0043.00
<b>OTHER ELECTIVES</b>	
Anthropology	90.0076.00
Art in World Cultures	90.0076.00
Astronomy Solar/Galactic	90.0076.00
Early Childhood Education	90.0076.00
Health Science 1	90.0076.00
Holocaust	90.0076.00
Philosophy	90.0076.00
Psychology #2	90.0077.00
Sociology	90.0076.00
Speech, 1	90.0076.00

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Sports, Recreation and Entertainment Marketing Management	90.0076.00	
World Religions	90.0071.00	ED/RENEWAL
<b>ELEMENTARY COURSES</b>		
Language Arts - Kindergarten	43.00	
Language Arts - Grade One	43.00	
Language Arts - Grade Two	43.00	
Language Arts - Grade Three	43.00	
Language Arts - Grade Four	43.00	
Language Arts - Grade Five	43.00	
Mathematics - Kindergarten	43.00	
Mathematics - Grade One	43.00	
Mathematics - Grade Two	43.00	
Mathematics - Grade Three	43.00	
Mathematics - Grade Four	43.00	
Mathematics - Grade Five	43.00	
Science - Kindergarten	43.00	
Science - Grade One	43.00	
Science - Grade Two	43.00	
Science - Grade Three	43.00	
Science - Grade Four	43.00	
Science - Grade Five	43.00	
Social Studies - Kindergarten	43.00	
Social Studies - Grade One	43.00	
Social Studies - Grade Two	43.00	
Social Studies - Grade Three	43.00	
Social Studies - Grade Four	43.00	
Social Studies - Grade Five	43.00	
Elementary Technology K	43.00	
Elementary Technology 1	43.00	
Elementary Technology 2	43.00	
Elementary Technology 3	43.00	
Elementary Technology 4	43.00	
Elementary Technology 5	43.00	
Elementary Spanish Introductory Level	43.00	
Elementary Spanish 1	43.00	
Elementary Spanish 2	43.00	
Elementary Spanish 3	43.00	
Elementary Spanish 4	43.00	
Elementary Spanish 5	43.00	
Elementary Physical Education K	43.00	

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Elementary Physical Education 1	43.00
Elementary Physical Education 2	43.00
Elementary Physical Education 3	43.00
Elementary Physical Education 4	43.00
Elementary Physical Education 5	43.00
Elementary Art 1	43.00
Elementary Art 2	43.00
Elementary Art 3	43.00
Elementary Art 4	43.00
Elementary Art 5	43.00

## **FLVS Invoicing Schedule for Billable Enrollments Served:**

FLVS Invoicing Schedule for Billable Enrollments Served:		
Cycle	Enrollment Data Date Range	Invoice Sent
Cycle 1	July - Oct	Mid-November
Cycle 2	Nov - Feb	Mid-March
Cycle 3	Mar - Jun	End of June
Cycle 4	True-up / Enrollments not captured in previous cycles	Mid-July

## **Course Discontinuation**

FLVS reserves the right to discontinue the availability of any course listed herein with reasonable notice to the Customer. In so doing, FLVS will assure the students currently in the course are permitted to matriculate and complete their course with the current course they are currently enrolled in.

## **Elementary Course Fees**

See Appendix C for Elementary course offerings.

## **Billing Contact Personnel:**

School or District	Florida Virtual School
<b>Name:</b> Jillian Julian Herron	<b>Name:</b> Kristine Campanelli/Carmen Brehoi
<b>Address of School/District:</b> 702 2nd St NW, Live Oak, FL 32060 Avenue, South Live Oak, FL 32064	<b>Address:</b> 2145 Metrocenter Blvd. Suite 100 Orlando, Florida 32835
<b>Email:</b> jillian.herron@suwannee.k12.fl.us	<b>Email:</b> kcampanelli@flvs.net cbrehoi@flvs.net
<b>Telephone No.:</b> 386-647-4623/386-647-4615	<b>Telephone No.:</b> 407-513-3346/407-513-3615

**APPENDIX B**

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**APPENDIX B**

This Appendix sets out the terms and conditions pursuant to which the Customer may obtain and utilize the Licensed Materials (as defined in the FLVS Franchise Agreement - Terms and Conditions). Failure to meet these requirements may result in disciplinary action up to and including termination of the Franchise as outline in AppendixD.

**Florida Virtual School Responsibilities**

- 1) Provide a Franchise Operations Manager assigned to support the ~~Customer's district~~ Customer's district.
- 2) Provide access to LMS platform.
- 3) Provide contact information for Platform Provider.
- 4) Provide systems training during the ~~2016 fiscal~~ academic year ~~terms~~ for Franchises, inclusive of VSA, LMS, Web Collaboration Tool, and other systems utilized for student instruction.
- 5) Provide hosting of courses on LMS platform.
- 6) Provide course materials to students to be returned to FLVS main office at the conclusion of the course, unless deemed disposable ~~and as outlined in Appendix E for Elementary~~.
- 7) Provide course updates.
- 8) Provide Student Information Management System (VSA).
- 9) Provide Quality Assurance Services inclusive of one Classroom Audit and one Completion Audit per instructor, Educator footprints reports upon request, and QA training.
- 10) Provide Academic Integrity Services inclusive of investigation and documentation.
- 11) Provide monthly parent/student survey results.
- 12) ~~Provide Annual District Customer Satisfaction Report.~~
- 13) Provide Instructor Training for all new course releases.
- 14) Provide new Instructor Training.
- 15) Provide a year-end evaluation of the program.
- 16) Provide Franchise Management Training.
- 17) Provide syllabus documents for AP courses for use in AP audit process.
- 18) Provide co-branded digital flyer, which is designed and sent ~~set~~ to your Franchise for distribution ~~by request~~ three (3) times a year (August, January, and May).<sup>1</sup>
- ~~19) Provide co-branded digital poster, which is designed and sent to you Franchise for distribution once per year\*.~~
- 20) ~~19)~~ Provide access to FLVS video course tours.

<sup>1</sup>All messaging will be pre-determined and at the discretion of FLVS based on time of year.

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Franchise Agreement (USAss)

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24)20) Provide the Salesforce platform to access QA documents and submit concern resolutions.

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2016-17 (RENEWAL) Florida Virtual School

(REVISED/RENEWAL)

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**The Customer is Responsible for the Following Items:**

- 1) Schedule a meeting with representatives of FLVS and the Superintendent or his/her designee in March, April, May, or June, prior to the implementation of this Agreement. Said meeting is for the purpose of ensuring a correct and quality implementation of the Franchise program and must occur before the Franchise contract will be renewed for the following school year.
- 2)1) Provide FLVS seven (7) days written notice of any meeting of Customer's school board to discuss and/or consider action regarding FLVS, this Agreement, or the terms thereof.
- 3)2) Return this signed contract by July 30, 2017.
- 4)3) Provide payment as specified in contract.
- 5)4) Provide a point of contact for FLVS at the district customer level and at the Franchise leadership level.
- 6)5) Adhere to all branding policies as outlined in the FLVS Marketing and Communications Franchise Policy in **Appendix FE**.
- 7)6) Use the FLVS Learning Management System and Student Information System Information System.
- 8)7) Complete course list three (3) weeks prior to delivery date.
- 9)8) Report only Florida Virtual School courses within the Franchise.
- 10)9) All student transfers must be approved and processed by Florida Virtual School.
- 11)10) Abide by the Academic Integrity policies established by FLVS.
- 12)11) Customer will provide accurate rosters of teachers, including contact information and subjects they teach, at the following intervals: July 1<sup>st</sup> - 1<sup>st</sup> and December 1<sup>st</sup>. Keep FLVS updated with new hires and departures.
- 13)12) Require that all teachers have completed new teacher training before being placed with students.
- 14)13) Require all teachers of new or reversion courses complete training on the new course within two (2) weeks of training being made available.
- 15)14) Require that no student shall be completed in a course without having taken the final segment exams or without documented adherence to local district customer policy.
- 16)15) Require that all teacher and student email communications be maintained within the LMS.
- 17)16) Provide certified teachers in the subject they are teaching or teachers who possess a statement of eligibility. Provide certification number in VSAaccount.
- 18)17) Acknowledge sole responsibility for compliance with College Board AP Audit. If Franchise AP courses are not authorized, courses may not be offered with the AP label.
- 19)18) Participate in end-of-year Franchise evaluations.
- 20)19) Participate in Annual Franchise Management Training.
- 21)20) Employ a Franchise leader whose primary duty is to supervise, monitor, and evaluate the Franchise teachers and its program.
- 22)21) Provide FLVS with End of Course (EOC), AP, and FSA summary and demographic data for FLVS courses upon request.

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Florida Virtual School

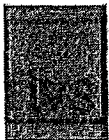
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- 23)22) Implement teacher Memorandum of Agreement provided by FLVS as Appendix D, C and submit signature page to FLVS by October 1, 2017 1st each academic year or within 30 days of employment.
- 24)23) Achieve an 85% or better satisfaction rating or higher as measured by Annual Customer Satisfaction Surveys as reviewed by FLVS's external vendor.
- 25)24) All public records requests received regarding this Franchise Agreement or any services provided thereunder must be provided to ~~Florida Virtual School~~ FLVS within 24 hours of the receipt by the customer.
- 26)25) The Franchise will apply appropriate corrective or disciplinary action to any teachers providing services pursuant to this Agreement that FLVS identifies as failing to properly deliver the curriculum.
- 27)26) Provide high-resolution vector logo to FLVS by July 30, 2017 30th each academic year.
- 28)27) Use tagline "Powered by FLVS" when specifically promoting FLVS courses.
- 29)28) Encourage instructors and staff to attend FLVS Professional Development offerings and award professional development in service points upon completion.
- 30)29) Utilize the Salesforce application to access QA documents and submit concern resolutions.

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Franchise Agreement (USASS 2021-02) (REVISED/RENEWAL)

## APPENDIX C

This Appendix sets out the terms and conditions pursuant to which the Customer may obtain and utilize K-5 Elementary courses.

### 1. ~~FLVS Responsibilities~~

~~FLVS agrees to provide the following to the school district:~~

- a) ~~Access to Courses:~~ A license for Authorized Users to access the courses, which are hosted by Connections on Connexus® or any Education Management System ("EMS") maintained by Connections. Courses may be added or deleted from the Course List upon the mutual agreement of the parties. In addition, Connections may determine in its sole discretion not to continue to offer a course, and in such event, Connections shall notify FLVS promptly upon making such determination, but in no event, later than the end of an academic year with regard to future academic years.
- b) ~~Access to Materials:~~ A license to use all required materials in either electronic or print format, as the case may be, including textbooks, curricular materials, and ancillary materials such as workbooks, texts, and other materials ("Materials"). Materials available electronically and in print format will be provided in electronic format. The use of the Materials shall be made expressly subject to Connections' Educational Materials and Hardware Policy, located at: <http://www.connectionslearning.com/connections-learning/educational-materials-and-hardware-policy.aspx>.

~~Connections shall be responsible for shipping all required Materials and for soliciting the return of all re-usable Materials from Authorized Users. Any reusable Materials provided by Connections will be the exclusive property of Connections or its Contractors, and Connections shall have the right to recover and re-usable Materials from Authorized Users at the conclusion of each academic year or when the student is no longer enrolled, whichever is sooner. Connections may invoice students for any Materials that are not returned, unless prohibited by applicable law.~~

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## Florida Virtual School Franchise Agreement (USAss)

### Access to EMS:

1. A limited, royalty free, non-transferrable, non-exclusive license for the duration of each course to access and use the EMS, including providing web-based access to the courses by Authorized Users. The use of the EMS shall be made expressly subject to the Terms of Use: <https://www.connexus.com/public/termsOfUse.html>.

## Florida Virtual School

### Franchise Agreement (USAss)

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#### Z Access to the following EMS modules:

1. ~~Gradebook~~
2. ~~Attendance~~
3. ~~Message Boards~~
4. ~~Webmail~~
5. ~~Standard Reporting~~
6. ~~Course Delivery~~
3. ~~Access to information about Student progress, attendance, performance, participation, and other metrics through the EMS.~~
4. ~~Access to basic Student information stored on the EMS.~~
5. ~~Access to standard data/field elements for the Schools to upload additional enrollment documents into the EMS.~~
6. ~~24/7 technical support through online help (in the EMS), live phone support via Connections Support Services to Authorized Users Monday-Friday 9:00 AM to 9:00 PM ET, and on-call support all othertimes.~~

#### d) Professional and Technical Support Services:

1. ~~Access to monthly enrollment reports.~~
2. ~~Import of enrollment data provided by Reseller of the School into the EMS.~~
3. ~~Tracking of course Materials.~~
4. ~~Initial set up for Students.~~
5. ~~The following support to the Reseller:~~
  7. ~~Eight (8) contiguous hours of face-to-face training at a single location.~~
  8. ~~Online training throughout the academic year available on an as needed basis.~~
  9. ~~One on one support from the Connections Program Manager.~~
6. ~~The following support to Schools:~~
  10. ~~Access to online training series for Teachers and other School Administrative Staff.~~
  11. ~~Online orientation of Teachers and other School Administrative Staff.~~
  12. ~~Provide an orientation to Students.~~
  13. ~~Just-In-Time Help, which provides access to live teaching staff support through Connections School Support Help Desk (hours of operation are Monday-Friday from 8:30 AM to 6:00 PM ET) and 24 hour access to a library of online training and professional development resources.~~

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#### 2. District Responsibilities

##### a) To access and utilize courses, School District shall:

1. ~~Provide Teachers for all courses.~~
2. ~~Abide by the Terms and Conditions.~~
3. ~~Transmit all necessary enrollment data to FLVS, including contact and address information, grade and course selections for each Student, as specified in the enrollment template.~~
4. ~~Ensure Student access to the internet and a computer meeting the specifications at:~~  
~~<http://www.connectionslearning.com/connections-learning/technology/home.aspx>~~  
~~Internet access must provide sufficient bandwidth to effectively access and use the~~



## SCSB

2018-55 (RENEWALS) Florida Virtual School  
Franchise Agreement (USAs 2021-62 (REVISED/RENEWAL))

courses and other features of Connexus®.

5. Grant Connections permission to contact Authorized Users to recover materials.
6. Pursuant to a signed, written agreement, comply and assure compliance by the Authorized Users with the following:
  14. Terms of Use: <https://www.connexus.com/public/termsOfUse.html>
  15. Connections' Educational Materials and Hardware Policy: <http://www.connectionslearning.com/connections-learning/educational-materials-and-hardware-policy.aspx>.
7. Make Teachers and Administrative Staff available for all necessary training.

### 3. Fees

- a) School District agrees to pay FLVS for Licenses to course enrollments (as defined herein) based on the following:
  - 1 For each core course grouping (i.e. includes both A and B semesters courses for a total of one (1) credit) identified as such on Exhibit A ("Core Course") licensed School District shall pay FLVS \$350. The \$350 core course fee will be billed per semester, for example, Core Course Semester 1 is billed \$175 in the Fall and Semester 2 is billed \$175 in the Spring.
  2. For each elective course identified as such on Exhibit A ("Elective Course") licensed School District shall pay FLVS \$150.
  3. For each premium elective course identified as such on Exhibit A ("Premium Elective Course") licensed School District shall pay FLVS \$175.
- b) "Course Enrollment" shall be defined as a single Student taking a single course or a course grouping, as defined above, during a specified period.

## flvs

- c) "Student Enrollment" shall be defined as a single full-time Student taking up to 14.5 semester courses during an academic year.
- d) If a Student withdraws from a course enrollment and such withdrawal occurs during the first thirty (30) days of the effective date of the License, the School District shall pay FLVS:
  - 1 \$50 for each Core Course (other than Kindergarten Language Arts for which the full price will be payable due to the cost to Connections of such course).
  2. \$25 for each Elective Course and for each Premium Elective Course. If a Student withdraws from a Student Enrollment and such withdrawal occurs during the first thirty (30) days of the effective date of the License, the School District shall pay FLVS \$100 for each such Student Enrollment. Any amounts previously paid to FLVS more than the amount specified to be paid upon such withdrawal, if any, shall be refunded to the School District within thirty (30) days of FLVS being notified of the withdrawal by a Student.
- e) Required face-to-face training provided by FLVS shall be at the following rates:
  - 1 \$4500 for a multi-Teacher training session for up to eight (8) Teachers and

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## Florida Virtual School

### Franchise Agreement (USAsa)

\$1500 for each additional Teacher, or if there are no additional Teachers, a per Teacher fee of \$1500. Training fees include all FVS expenses. Training fees will be invoices monthly beginning July 1 for any new Teacher on-boarded since the preceding invoice, and payment is to be made within thirty (30) days of the date of the invoice.

~~SCSB 2018-55 2021-02 (RENEWAL) REVISED/RENEWAL~~

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Course	Grade Level	Pricing	Price
Language Arts (1) A & B	1	A	\$350.00
Language Arts (2) A & B	2	A	\$350.00
Language Arts (3) A & B	3	A	\$350.00
Language Arts (4) A & B	4	A	\$350.00
Language Arts (5) A & B	5	A	\$350.00
Language Arts (K) A & B2	K	A	\$350.00
Math (1) A & B	1	A	\$350.00
Math (2) A & B	2	A	\$350.00
Math (3) A & B	3	A	\$350.00
Math (4) A&B	4	A	\$350.00
Math (5) A&B	5	A	\$350.00
Math (K) A&B	K	A	\$350.00
Science (1) A & B	1	A	\$350.00
Science (2) A & B	2	A	\$350.00
Science (3) A & B	3	A	\$350.00
Science (4) A & B	4	A	\$350.00
Science (5) A & B	5	A	\$350.00
Science (K) A&B	K	A	\$350.00
Social Studies (1) A & B	1	A	\$350.00
Social Studies (2) A & B	2	A	\$350.00
Social Studies (3) A & B	3	A	\$350.00
Social Studies (4) A & B	4	A	\$350.00
Social Studies (5) A & B	5	A	\$350.00
Social Studies (K) A & B	K	A	\$350.00
Art (K)	K	B	\$ 150.00
Art 1	1	B	\$ 150.00
Art 2	2	B	\$150.00
Art 3	3	B	\$ 150.00
Art 4	4	B	\$ 150.00
Arts	5	B	\$ 150.00
Educational Technology and Online Learning 1	1	B	\$150.00
Educational Technology and Online Learning 2	2	B	\$150.00
Educational Technology and Online Learnings	3	B	\$ 150.00
Educational Technology and Online Learning4	4	B	\$150.00
Educational Technology and Online Learning 5	5	B	\$150.00

<sup>2</sup>There is an additional restocking fee of \$300.00.



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Educational Technology and Online Learning K	K	B	\$150.00
Exploratory Spanish	K	B	\$150.00
Physical Education 1	1	B	\$ 150.00
Physical Education 2	2	B	\$ 150.00
Physical Education 3	3	B	\$150.00
Physical Education 4	4	B	\$ 150.00
Physical Education 5	5	B	\$ 150.00
Sign Language K-5 (Children's)	K-5	B	\$ 150.00
Discovering Music 1	3-5	C	\$175.00
Discovering Music II	3-5	C	\$175.00
Elementary Chinese I	3-5	C	\$175.00
Elementary Chinese II	3-5	C	\$175.00
Elementary Spanish I	1-5	C	\$175.00
Elementary Spanish II	1-5	C	\$175.00
Experiencing Music 1	K	C	\$175.00
Experiencing Music II	K	C	\$175.00



## APPENDIX D

### FLVS Mission:

To deliver a high quality, technology-based education that provides the skills and knowledge Students need for success.

### FLVS Vision:

To transform education worldwide, one Student at a time.

### FLVS Values:

- Student Focus
- Innovation
- Integrity
- Passion
- \* Communication

### FLVS Commitment:

The Student is at the center of every decision we make.

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Florida Virtual School  
Franchise Agreement (USAsse)

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**FLVS Franchise Policy Guide:**

Communication and interaction are at the heart of our success. Research continues to show that Student-Teacher interaction is the key to a successful educational experience. Frequent Student-Teacher communication in the virtual learning environment requires commitment above and beyond the traditional work-day-workday by staff, as communication is the critical element to the success of the program. Florida Virtual School's evaluation consistently shows overwhelming need and appreciation for the frequent communication that is occurring between staff and Students. Voice-to-voice communication and email are considered essential and are expected on a regular basis. Teachers are expected to perform Discussion Based Assessments as scheduled and additional as needed.

**Academic Integrity:**

Academic Integrity, along with hiring the best and brightest instructional staff, is one of the core values at FLVS. It is one of the most important things we do as a learning organization. Done well, Students will make decisions based on values that will prepare them as productive, meaningful, and ethical citizens. All Franchise teachers will comply with the FLVS Academic Integrity policies and procedures, which can be found at: <https://www.flvs.net/docs/default-source/mvflvs/academicintegrity.pdf?sfvrsn=6>



<https://www.flvs.net/docs/default-source/mvflvs/academicintegrity.pdf?sfvrsn=6>

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### Welcome PhoneCall:

Prior to being granted access to their online course, students must have a Welcome Phone Call conversation with their instructors. During the initial Welcome Call, instructors will ask for a preferred method of contact. Instructors will make note of the preferred method and communicate student progress according to what parent's request.

### Grading StudentWork:

1. 4-A major component of proper communication is returning student work in a timely manner. It is the Florida Virtual School's policy that all communication be returned within 24 hours. Responding within 24 hours does not have to include the grading of all work that was submitted the previous day. It is the responsibility of the instructor to inform students about the expected turnaround time on grading work that has been submitted. All work should be graded within 48 hours of submission.
2. Z-Florida Virtual School uses the state adopted grading scale. Per Florida Statute 232.2463 1003.437 High School Grading System:
  - a) GradeA equals 90% through 100%.
  - b) GradeB equals 80% through 89%.
  - c) GradeC equals 70% through 79%.
  - d) GradeD equals 60% through 69%.
  - e) Grade F equals 0% through 59%.
  - f) W-Student withdrawn during grace period. No credit awarded.
  - g) WF - Student withdraws past grace period with a failing grade at the time of withdrawal. No credit awarded.
  - h) WP - Student withdraws past grace period with a passing grade at the time of withdrawal. No credit awarded.
  - i) P - Indicates that credit was awarded based on the student passing a state-administered End of Course (EOC) assessment instead of completed 100% of the course materials. Florida refers to this as a Credit Acceleration Program (CAP) credit. However, Florida has instituted EOC exams for select courses. A final grade issued by FLVS in one of the EOC exam courses may be interpreted differently based on district policies in effect at the time of enrollment and/or completion, and specific requirements per Florida Statute.

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Each Florida School District reserves the right to input FVS statuses into their county transcript system based on their specific student progression plan and/or reporting capabilities.

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## **Final Exam Policy:**

The purpose of the final exam is to assist in validating that Students have demonstrated mastery of key course concepts and standards. The final exam, unto itself, is not the sole determiner of Student achievement; however, students are required to take a final exam in all FLVS courses.

For Courses with state required EOC exams, ~~Franchise~~ the School Board may act in accordance with local ~~local~~ district Customer policy.

To maintain the integrity of all FLVS grades, instructors may choose to facilitate random oral assessments and/or face-to-face exams.

## **Minimum Length of Courses:**

To ensure that Students are mastering content within their courses, it is important to remember that the 14-day minimum learning experience for all half-credit courses and a ~~28-28~~ day minimum for all full credit courses remains in effect. For Students to successfully complete a skill-based course with specific course requirements, such as a time component (i.e. workout logs in Personal Fitness), a longer minimum learning experience may be required.

As noted in the statement above, skill-based courses with a time component require a longer minimum stay. PE courses fall into that category.

Personal Fitness (PF):	21 Days
Fitness Lifestyle Design (FLD):	24 Days
Health Opportunities in Physical Education (HOPE):	21 Days

## **Documentation of Student Work:**

All Student assessment records should be kept in the FLVS course management system. Primarily, Student work will be completed within the course management system. Keep digital documentation of any Student assessments given by phone or in the chat room. Create a system for storing work that would be logical to anyone. Record the assessment grade and comments in the LMS. All email communication with Students must be maintained within the LMS.

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As a Franchise Teacher, I have read and agree to abide by all FLVS Instructional Policies as found

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at <https://dash.flvsql.com/learn/2019-20-franchise-faculty-handbook/>

<u>Teacher Name</u>	<u>Certification</u>	<u>Areas</u>
<u>Teacher Signature</u>	<u>Date</u>	
<u>Franchise Leader</u>	<u>Date</u>	

Please submit this form to the Franchise Manager within ten (10) business days of Teacher employment with your Franchise school.

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VIRTUAL SCHOOL

## APPENDIX ED

### Steps for Enforcement

To ensure that its products and services are properly presented, FLVS reserves the right to review both the individual and overall performance of the Franchise. Based on defined expectations for performance and policy/procedure alignment, FLVS will notify the Franchise representative of any discrepancies so that the representative may take immediate action to correct the issue(s). FLVS may assist in providing additional tools and/or training at the expense of the Franchise. Should the discrepancies continue, either with or without remediation, FLVS reserves the right to have a ~~non-performing~~ nonperforming individual removed from the Franchise program and/or terminate the Agreement with ~~the Franchise~~ the Franchise.

#### Step One: Verbal Warning

1. Memo to file summarizing discussion.
2. Franchise may file a written document outlining an opposing view with FLVS Franchise Manager, Director and Chief.
3. Verbal communication with Franchise Manager to identify deficiencies with a plan for correction of identified deficiencies to bring Franchise back into compliance within seven (7) business days.
4. If deficiency is not corrected within seven (7) business days with the Franchise back in compliance of the Franchise contract, parties involved will attend mandatory training with costs being incurred by the Franchise, and/or be levied penalties and fines.

#### Step Two: Probation

1. Should the discrepancies continue, FLVS will place the Franchise on probation for no longer than one year.

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FLORIDA VIRTUAL SCHOOL

APPENDIX FE

Florida Virtual School Franchise Branding and Media Policy

FLVS Branding Policy:

- ® Include the registered trademark ® symbol after the first mention of Florida Virtual School or FLVS on all newly created marketing pieces, and include the following trademark statement:

Florida Virtual School and FLVS are registered trademarks of Florida Virtual School, a public school district of the State of Florida.

- "Florida Virtual School" and "FLVS" are the only approved school name and abbreviation. "The Florida Virtual School", "Florida Virtual", and "Florida Virtual Schools" are not approved for use.
- « Never use FLVS or Florida Virtual School possessively.
- Provide the FLVS District & Franchise Solutions Director with a copy of all new marketing/informational pieces that mention Florida Virtual School or FLVS.

FLVS Media Relations Policy:

- ® Notify the FLVS Communications Manager and the FLVS District & Franchise Solutions Director upon receiving an inquiry from the media, or directly upon completion of an interview if prior notice is not possible.
  - Tania Clow, Communications Manager: 407-513-3627, [tclow@flvs.net](mailto:tclow@flvs.net)
  - Larry Banks, District & Franchise Solutions Director: 407-484-4031, [lbanks@flvs.net](mailto:lbanks@flvs.net)
- Media Resources Available:
  - FLVS Newsroom ([flvs.net/news](http://flvs.net/news)) - View news releases, annual report, district enrollment summary, research documents, and FLVS leadership members.
- ® When speaking about enrollment numbers, we ask that you clarify that the numbers are for your franchise specifically. If you need current enrollment data for FLVS, please reach out to the FLVS Communications Manager or FLVS District & Franchise Solutions Director.

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## Appendix F

### Florida Services Additional Terms

This document contains additional terms and conditions applicable to the FLVS product line. In the event of a conflict between these Additional Terms and the Franchise Agreement, these Additional Terms shall control.

1. DEFINITIONS. All capitalized terms shall have the meaning ascribed to them in the Agreement or Memorandum to which this document is attached. In addition, the following definitions shall apply to these Additional Terms:

1.1 "Affiliate" shall mean, with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control of such person. "Control" as used herein means the legal, beneficial, or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting interest in such entity.

1.2 "Agreement" shall mean the Franchise Agreement, Memorandum of Understanding, Memorandum of Agreement, Participation Agreement, or other contract between FLVS and the Customer to which this document is attached, together with all appendices, exhibits, and attachments (including these Additional Terms).

1.3 "Customer" shall mean the party named as Customer, School, School District, and/or District in the Agreement or Memorandum to which this document is attached.

1.4 "Licensed Product" shall mean the applicable virtual learning product(s) provided to Customer pursuant to the Agreement or Memorandum to which this document is attached.

2. Intellectual Property Rights. Customer acknowledges and agrees that all courses, content, software, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, "Works") made available to Customer pursuant to the Agreement are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws, and FLVS (or its Affiliates or licensors) owns all right, title, and interest in and to the Works.

Customer acknowledges and agrees that it has no intellectual property interest or claims in the Works and has no rights to make any use of such Works except as expressly granted in the Agreement. Except as expressly authorized in writing by an officer of FLVS, Customer agrees not to sell, license, sublicense, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any of the Works. Customer will not act or permit any action that would impair any of FLVS' (or its Affiliates' or licensors') rights in the Works.

Customer agrees not to: (a) disassemble, reverse compile, reverse engineer, or otherwise attempt to discover the source code of or trade secrets embodied in the Works (or any portion thereof); (b) distribute, lend, rent, sell, transfer, or grant sublicenses to, or otherwise make available the Works (or any portion thereof) to third parties, including, but not limited to, making such Works available (i) through resellers, OEMs, or other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in writing; (c) embed or incorporate in any manner the Works (or any element thereof) into other applications of Customer or third parties; (d) use or transmit the Works in violation of any applicable law, rule, or regulation, including any export/import laws; (e) in any way access, use, or copy any portion of the Works (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell, or support any product or service that is competitive with the Works; (f) remove, obscure, or alter any copyright notices or any name, logo, tagline, or other designation of FLVS or its Affiliates displayed on any portion of the Works. Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions.

Upon termination of the Agreement, all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights (collectively, "Intellectual Property Rights") shall remain with FLVS.

3. INDEMNIFICATION. To the extent permitted by law, FLVS and Customer hereby acknowledge their respective entitlement to sovereign immunity and the limited waiver of sovereign immunity as to certain tort and negligence claims pursuant to section 768.28 of the Florida Statutes. Nothing herein shall be construed as a waiver of any such immunity nor as an agreement by either party to indemnify or defend the other. Furthermore, nothing herein shall be construed as an obligation of either party to defend, sue, or consent to be sued by a third party. Rather, FLVS and Customer agree to be responsible only for such claims and damages caused by the tortious or otherwise negligent action or inaction of their own officers and employees while functioning within the scope of their official duties, and their respective liability for such damages shall be limited to the amounts set forth in section 768 of the Florida Statutes.

4. FLVS WARRANTY, DISCLAIMER, LIMITATION OF LIABILITY.



## FLORIDA VIRTUAL SCHOOL

### 4.1

Limited Warranty. FLVS cannot assure that the performance of Licensed Product will be uninterrupted or error-free, or that all Licensed Product problems will be corrected, despite FLVS' reasonable efforts to do so. FLVS does, however, warrant for the applicable Warranty Period (as defined in Section 4.2 below) that the Licensed Product will substantially conform to the applicable description and specifications contained in the Agreement. The foregoing warranty shall not apply to Licensed Product that has been modified by Customer or used in a manner that is inconsistent with the Agreement or that does not conform to the instructions and specifications contained in the Agreement or related documentation. In the event that Licensed Product does not meet the requirements of this warranty, Customer shall be responsible to so notify FLVS in writing during the Warranty Period and to provide FLVS with sufficient detail to allow FLVS to identify the problem. After receiving such notification, FLVS will undertake to correct the problem either itself or through its licensors, by programming or content corrections, and/or reasonable "work-around" solutions, if FLVS is unable to correct the problem after a reasonable opportunity. FLVS will refund the fees paid for such Licensed Product during the current Agreement term, and Customer's license to use such Licensed Product will terminate. Any liability of FLVS under this warranty shall apply only to fees paid by Customer during Customer's then-current Agreement term, and not to any previous terms during which Customer used the Licensed Product. The foregoing states the complete and entire remedies that Customer has under this warranty. FLVS shall have no responsibility for any warranty claims made outside of the applicable Warranty Period.

4.2 Warranty Period. The Warranty Period shall be the first ninety (90) days of the Agreement term (whether an initial term or a renewal term). The Warranty Period for Licensed Product does not restart when an update to a course or new course version is provided pursuant to any support plan, nor do such updates come with a separate warranty.

4.3 DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED PRODUCT, SUPPORT, OR SERVICES THAT ARE THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE CUSTOMER SPECIFIC LEGAL RIGHTS; CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

4.4 LIMITATION OF LIABILITY. NEITHER FLVS NOR ITS LICENSORS OR SERVICE PROVIDERS SHALL BE LIABLE TO CUSTOMER FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA OR FOR CLAIMS OF A THIRD PARTY, ARISING OUT OF THE AGREEMENT, THE LICENSED PRODUCT, SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED HEREUNDER. IN ANY EVENT, WITH RESPECT TO ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF THE AGREEMENT ANY AMOUNT OF RECOVERY TO WHICH CUSTOMER MAY BE DEEMED ENTITLED SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER TO FLVS HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT OR OTHER ITEM OR SERVICE ON WHICH THE CLAIM IS BASED DURING CUSTOMER'S CURRENT LICENSE TERM FOR THE APPLICABLE LICENSED PRODUCT.

5. THIRD PARTY REQUIREMENTS. Customer is responsible for ensuring that the courses it provides through the use of the Licensed Product meet the requirements of any third-party organization that Customer or its students desire to satisfy. Without limiting the general nature of the previous sentence, and to the extent applicable to the Agreement, Customer specifically agrees and understands as follows:

5.1 National Collegiate Athletic Association ("NCAA"). The NCAA has specific guidelines regarding the acceptance of distance learning courses for student athletes. FLVS offers a variety of free, fully accredited online courses to Florida high school students, including core options that fulfill NCAA course requirements. Additional information about which FLVS courses meet NCAA requirements is available at <https://web3.ncaa.org/hportal/exec/hsAction?hsActionSubmit=searchHighSchool>. Customer accepts responsibility for these criteria to the extent that Customer uses any Licensed Product for students who desire to meet NCAA eligibility criteria. To ensure that NCAA eligibility for student athletes is not compromised, Customer must enter credit for course completion onto students' official transcripts. Athletic eligibility is the sole responsibility of the student and his/her school of record, who must abide by NCAA regulations. Customer understands that non-FLVS courses offered by Customer are not covered under the FLVS umbrella, and Customer will need to submit documentation to the NCAA to have any such courses approved separately.

5.2 Advanced Placement ("AP") Courses. Customer is responsible for completing any College Board audit procedures required with respect to any Advanced Placement ("AP") courses if Customer intends to offer any Licensed Product courses as AP courses.

### 6. COMPLIANCE WITH LAWS

6.1 In General. Each party agrees to fully comply with the requirements of all applicable federal, state, and local laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to the Agreement.





**FLORIDA VIRTUAL  
SCHOOL**

6.2 Children's Online Privacy Protection Act ("COPPA"). Customer shall be responsible for ensuring full compliance with COPPA and all rules promulgated thereunder.

6.3 Confidential Student Information. For the purposes of the Agreement, FLVS is hereby designated a school official for the purposes of receiving confidential student information. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student information for the purposes of the Agreement and for no other purpose. Upon the termination or expiration of the Agreement, FLVS shall maintain the confidential student information for the time period required by Florida law, and shall thereafter delete and/or destroy all originals and any copies of confidential student information and shall not retain any confidential student information. As FLVS will be receiving student information that is otherwise confidential, FLVS shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, to the extent permitted by law, FLVS for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the Customer and its officers and employees harmless for any violation of this provision including, but not limited to defending the Customer and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Customer, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the Customer arising out of the breach of this provision by FLVS, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that FLVS shall either intentionally or negligently violate this provision, or §1002.22 or §1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under the Agreement and shall be fully binding upon FLVS until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

6.4 Accommodations. Customer acknowledges that virtual learning programs are not appropriate for all students, and it is Customer's responsibility to ensure that a given Licensed Product is an appropriate placement for a particular student. For Licensed Products with FLVS-provided teacher instruction, if Customer provides access to such Licensed Products to students requiring accommodations, Customer will allow the FLVS-supplied teacher (or other individuals designated by FLVS as appropriate) to participate in planning meetings to ensure that the particular Licensed Product is an appropriate placement for such students. Notwithstanding the foregoing, FLVS will not be responsible for making any modifications to a Licensed Product's technology or content, or any other accommodations in connection with a Licensed Product or any associated instructional services, or third-party sites or materials associated with a course, if the standard Licensed Product is not appropriate for, or is not readily usable by, a given student.

(a) Students with Disabilities. To the extent required by law, Customer is responsible for complying with all applicable federal IDEA requirements and any other federal, state, or local laws or regulations in connection with the use and implementation of any Licensed Product.

(b) English Language Learner Students. To the extent required by law, Customer is responsible for providing appropriate equal access and ensuring compliance with the Florida META Consent Decree and any other federal, state, or local laws or regulations in connection with the use and implementation of any Licensed Product.

(c) Individual Education Plans. To the extent required by law, Customer is responsible for providing any required services to support a student's IEP consistent with the legal requirements for serving students with special needs in a virtual school.

6.5 Data/Security Breach. The parties acknowledge and agree to comply with the requirements of §501.171, Florida Statutes. A breached party shall notify the other party immediately, but in no event later than thirty (30) calendar days following a determination of a breach of data security involving the other party's data. Additionally, each shall fully cooperate with the other regarding the statutory notification requirements.

6.6 Background Screening. As a public school, FLVS complies with all statutes regarding background screening of employees, in accordance with Florida law, specifically including, but not limited to, the requirements of §1012.465, Florida Statutes (the Jessica Lunsford Act) and §1012.32, Florida Statutes.

7. Third Party Rights. Nothing in the Agreement shall be construed to give any rights or benefits to anyone other than FLVS and Customer.

# INFO ONLY

Summary Report	
Title	compareDocs Comparison Results
Date & Time	7/6/2020 7:46:55 AM
Comparison Time	5.51 seconds
compareDocs version	v4.3.400.130

Sources	
Original Document	SCSB 2018-55 FLVS Franchise Fully Executed.pdf
Modified Document	SCSB 2021-62 FLVS Franchise.pdf

Comparison Statistics		Word Rendering Set Markup Options	
Insertions	237	Name	Standard
Deletions	116	<u>Insertions</u>	
Changes	274	<del>Deletions</del>	
Moves	0	<u>Moves / Moves</u>	
Font Changes	0	Font Changes	
Paragraph Style Changes	0	Paragraph Style Changes	
Character Style Changes	0	Character Style Changes	
TOTAL CHANGES	627	Inserted cells	
		Deleted cells	
		Merged cells	
		Changed lines	Mark left border.
		Comments color	By Author.
		Balloons	False

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





## PAEC STUDENT DATA SERVICES RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION

A resolution of **The District School Board of Suwannee County, Florida**, pursuant to Florida Statutes 1001.42(14) and Florida State Board of Education Administrative Rule 6A-1.099, FAC, adopting an agreement made by and between **The School Board of Washington County, Florida**, fiscal agent for **The Panhandle Area Educational Consortium (PAEC)** and **PAEC Student Data Services**, and **The District School Board of Suwannee County Florida**, has been reviewed by both parties. It is the decision of these participants that the resolution for rendering of services and benefits shall commence as of July 1, 2020 and shall end on June 30, 2021.

**WHEREAS**, **The District School Board of Suwannee County Florida** has the power and the duty among other responsibilities to cooperate with other agencies in joint programs when it is to the best interest of the district, taxpayers, the education system, and the school children of the participant, and

**WHEREAS**, **The District School Board** agrees to participate along with other participating and member districts in the PAEC Student Data Services and

**WHEREAS**, PAEC is operated in compliance with all Florida Statutes and State Board of Education Administrative Rules, with all charges and assessments for services being made as recommended by the PAEC Student Data Services Advisory Committee and approved by the Board of Directors of PAEC (a/k/a PAEC Student Data Services).

**THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto contract and agree as follows:

- I. **SERVICES TO DISTRICT.** The specific services to be provided pursuant to this agreement by PAEC Student Data Services relate to the Focus Student Information System (SIS), and are:
  - A. Student Information System recommendations for compliance with Department of Education (DOE) student database and student reporting requirements. PAEC Student Data Services will comply with all requirements relating to s.119.07, F.S, Florida's public records act.
  - B. Help desk support will be provided for only primary and/or backup contact to provide technical assistance to any SIS application related problem Monday-Friday 8am-5pm Eastern time, excluding holidays scheduled by PAEC District of Record, the Washington County School Board. Programming bugs and enhancement requests will be escalated by PAEC Student Data Services to Focus School Software as necessary.
  - C. Upon mutually agreed dates, each district may utilize up to two days per year on-site with a Student Data Services staff member for either consultation with only primary and/or backup contact to provide technical assistance on any SIS application related problem or training for district staff on any SIS application related procedures.
  - D. Training of district MIS contact:
    1. Regularly scheduled webinar training sessions to cover topics suggested by PAEC and the districts MIS contacts.
    2. Quarterly training sessions of pertinent procedures involving the Student Information System.
    3. Other specific needs recommended by the Advisory Committee of PAEC Student Data Services and approved by the PAEC Board of Directors.
  - E. Weekly hot topic email newsletter.
  - F. Web repository of training documents and videos.
  - G. Custom PHP programs, Custom SQL Reports, and Custom SQL Integrations as deemed necessary by PAEC Student Data Services.
  - H. Import Templates and Instructions for use as deemed necessary by PAEC Student Data Services.
- II. **GOVERNANCE.** The PAEC Board of Directors has established the PAEC Student Data Services entity to work with districts on their SIS needs. As part of its work, PAEC Student Data Services shall have an Advisory Committee. The Committee shall assist the PAEC Executive Director in the overall management of PAEC Student Data Services. The Advisory Committee shall consist of one (1) voting member from each district, appointed by the district Superintendent and that person will serve as the primary MIS contact (POC) between PAEC Student Data Services and the district. POCs will designate a backup contact. The POC and the backup will serve on the Committee until 1) a staff change is made prohibiting the appointed representative to serve, or 2) a notice is received by the Superintendent or designee that a change is being

**PAEC STUDENT DATA SERVICES  
RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION  
Page 2 of 3**

made. A quorum must be present to take action. The Committee will have a chair and a co-chair which will serve two (2) year terms on alternating rotations. The chair and co-chair will be elected by the Committee and approved by the PAEC Board of Directors.

**III. DISTRICT RESPONSIBILITIES**

- A. Provide and report accurate and clean data.
- B. Responsible for attending conference calls and trainings.
- C. Responsible for troubleshooting before reporting and providing clear and concise examples when reporting issues.
- D. Responsible for importing data (i.e. test scores) into system.
- E. Responsible for facilitating internal training to district personnel.

**IV. PAEC ASSETS.** Training and Website materials provided by PAEC Student Data Services are strictly for the internal use of participating districts, including their administrators, staff, teachers, students, and parents. These materials remain the property of PAEC Student Data Services and cannot be reprinted, duplicated, sold, or distributed to anyone outside the participating school or school district without the express written consent of PAEC Student Data Services.

**V. DISTRICT FINANCIAL PARTICIPATION.** The District School Board of Suwannee County will pay for services received through participating in the PAEC Student Data Services program. All assessments will be based on actual costs incurred, prorated among participants on the base plus unweighted FTE basis. Each participating district hereby agrees to pay, a base sum of \$12,000 plus a sum per most recent unweighted FTE 3<sup>rd</sup> calculation and Workforce Development Information System (WDIS) as per the 2018-19 year's enrollment of 6,414.98 at a rate of 1.102165136 equaling \$7,070.37--for a total of \$19,070.37. This contribution shall be the total obligation of each participating district during the agreement year. Payment must be made by the District and received by PAEC by September 15 of each year in which the district is participating.

**VI. TERMS OF AGREEMENT.** The term of this agreement with PAEC Student Data Services shall commence as of July 1 of each school year (the "renewal date") and shall end on June 30 of each school year (the "termination date"), unless the participating district chooses to renew this resolution/contract for an additional year. Each District entering into a resolution/contract with PAEC Student Data Services shall do so effective July 1 unless specified to the contrary.

**VII. TERMINATION/SUSPENSION OF AGREEMENT**

**A. TERMINATION BY DISTRICT**

Written notice of intent to withdraw ("Terminate") from participation in the PAEC Student Data Services program must be provided by the participating district to the PAEC Executive Director at least six months prior to the renewal date. This resolution/contract will automatically renew for an additional 1-year period if such written notice is not timely received by the PAEC Executive Director.

**B. SUSPENSION OF SERVICES BY PAEC**

The Board of Directors of PAEC may suspend and decline to provide services to a participating district because of failure to:

- Make full payment by September 15<sup>th</sup> of each year
- For DRS schools, provide proof of agreement with their statutorily assigned university affiliate (s. 1003.32, FS) by September 1<sup>st</sup> of each year

**C. WITHDRAWAL BY FISCAL AGENT**

The fiscal agent must provide written notification by certified mail to the Superintendent/DRS Director of each participating district if services are to be discontinued. Notification must be received at least six months prior to the renewal date (July 1<sup>st</sup>).

PAEC STUDENT DATA SERVICES  
RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION  
Page 3 of 3

- VIII. ADMINISTRATIVE/STAFFING.** PAEC Student Data Services is administered under the PAEC Board of Directors. Washington County Schools will serve as the Fiscal Agent and District of Record. PAEC Student Data Services staff will be under the supervision of the PAEC Executive Director and function as part of the consortium staff. The Student Data Services program shall contribute its pro-rata share of the PAEC/Fiscal Agent Annual Agreement and PAEC Overhead Funding Plan.
- IX. EQUIPMENT PURCHASES AND TRANSFERS.** The equipment purchased to facilitate the center operation will be vested in the PAEC District of Record, the Washington County School Board, according to the present PAEC Agreement. If the PAEC Student Data Services program is transferred to another District of Record, all equipment purchased with PAEC Student Data Services program funds will be transferred to the new district upon approval of the PAEC Board of Directors.

For the above described services and the Focus License Fee of \$30,471.16 (FTE total 6,414.98 x \$4.75), The District School Board of Suwannee County, Florida, agrees to pay The District School Board of Washington County, Florida, fiscal agent and District of Record for PAEC and PAEC Student Data Services, the sum of \$49,541.53, payable upon execution of this resolution/contract.

APPROVED:

Resolved in a Regular Session of the Suwannee School  
District on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Lou Cleveland, Board Chairman  
School Board of Washington County  
Date: \_\_\_\_\_

\_\_\_\_\_  
Ed DaSilva, Board Chairman  
School Board of Suwannee County  
Date: \_\_\_\_\_

\_\_\_\_\_  
Herbert J. Taylor, Superintendent  
School Board of Washington County  
Date: \_\_\_\_\_

\_\_\_\_\_  
Ted L. Roush, Superintendent  
School Board of \_\_\_\_\_ County  
Date: \_\_\_\_\_

\_\_\_\_\_  
John T. Selover, Executive Director  
Panhandle Area Educational Consortium  
Date: \_\_\_\_\_

BOD date: May 14, 2020  
WCSB date: May 11, 2020

"Approved as to Form and Sufficiency  
BY \_\_\_\_\_

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



## PAEC STUDENT DATA SERVICES RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION

A resolution of The District School Board of Suwannee County, Florida, pursuant to Florida Statutes 1001.42(14) and Florida State Board of Education Administrative Rule 6A-1.099, FAC, adopting an agreement made by and between The School Board of Washington County, Florida, fiscal agent for The Panhandle Area Educational Consortium (PAEC) and PAEC Student Data Services, and The District School Board of Suwannee County Florida, has been reviewed by both parties. It is the decision of these participants that the resolution for rendering of services and benefits shall commence as of July 1, 2019-2020 and shall end on June 30, 2020-2021.

**WHEREAS**, The District School Board of Suwannee County Florida has the power and the duty among other responsibilities to cooperate with other agencies in joint programs when it is to the best interest of the district, taxpayers, the education system, and the school children of the participant, and

**WHEREAS**, The District School Board agrees to participate along with other participating and member districts in the PAEC Student Data Services and

**WHEREAS**, PAEC is operated in compliance with all Florida Statutes and State Board of Education Administrative Rules, with all charges and assessments for services being made as recommended by the PAEC Student Data Services Advisory Committee and approved by the Board of Directors of PAEC (a/k/a PAEC Student Data Services).

**THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto contract and agree as follows:

- I. **SERVICES TO DISTRICT.** The specific services to be provided pursuant to this agreement by PAEC Student Data Services relate to the Focus Student Information System (SIS), and are:
  - A. Student Information System recommendations for compliance with Department of Education (DOE) student database and student reporting requirements. PAEC Student Data Services will comply with all requirements relating to s.19.07, F.S., Florida's public records act.
  - B. Help desk support will be provided for only primary and/or backup contact to provide technical assistance to any SIS application related problem Monday-Friday 8am-5pm Eastern time, excluding holidays scheduled by PAEC District of Record, the Washington County School Board. Programming bugs and enhancement requests will be escalated by PAEC Student Data Services to Focus School Software as necessary.
  - C. Upon mutually agreed dates, each district may utilize up to two days per year on-site with a Student Data Services staff member for either consultation with only primary and/or backup contact to provide technical assistance on any SIS application related problem or training for district staff on any SIS application related procedures.
  - D. Training of district MIS contact:
    1. Regularly scheduled webinar training sessions to cover topics suggested by PAEC and the districts MIS contacts.
    2. Quarterly training sessions of pertinent procedures involving the Student Information System.
    3. Other specific needs recommended by the Advisory Committee of PAEC Student Data Services and approved by the PAEC Board of Directors.
  - E. Weekly hot topic email newsletter.
  - F. Web repository of training documents and videos.
  - G. Custom PHP programs, Custom SQL Reports, and Custom SQL Integrations as deemed necessary by PAEC Student Data Services.
  - H. Import Templates and Instructions for use as deemed necessary by PAEC Student Data Services.

### ~~I. GOVERNANCE~~

**II. GOVERNANCE.** The PAEC Board of Directors has established the PAEC Student Data Services entity to work with districts on their SIS needs. As part of its work, the PAEC Student Data Services shall have an Advisory Committee. The Committee shall assist the PAEC Executive Director in the overall management of PAEC Student Data Services. The Advisory Committee shall consist of one (1) voting member from each district, appointed by the district Superintendent and that person will serve as the primary MIS contact (POC) between PAEC Student Data Services and the district. ~~A quorum must be present to take action. The Committee will~~ POCs will designate a backup contact. The POC and the backup will serve on the Committee until 1) a staff

change is made prohibiting the appointed representative to serve, or 2) a notice is received by the Superintendent or designee that a change is being

PAEC STUDENT DATA SERVICES  
RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION  
Page 2 of 3

made. A quorum must be present to take action. The Committee will have a chair and a co-chair which will serve two (2) year terms on alternating rotations. The chair and co-chair will be elected by the Committee and approved by the PAEC Board of Directors.

### II-III. DISTRICT RESPONSIBILITIES

- A. Superintendent will appoint one representative to serve on the Advisory Committee and that person will serve as the primary MIS contact (POC) between PAEC Student Data Services and the district.
- B. POCs will designate a backup contact.
- ~~C. A. Provide and report accurate and clean data.~~
- ~~D. B. Responsible for attending conference calls and trainings.~~
- ~~E. C. Responsible for troubleshooting before reporting and providing clear and concise examples when reporting issues.~~
- ~~F. D. Responsible for importing data (i.e. test scores) into system.~~
- ~~G. E. Responsible for facilitating internal training to district personnel.~~

III-IV. PAEC ASSETS. Training and Website materials provided by PAEC Student Data Services are strictly for the internal use of participating districts, including their administrators, staff, teachers, students, and parents. These materials remain the property of PAEC Student Data Services and cannot be reprinted, duplicated, sold, or distributed to anyone outside the participating school or school district without the express written consent of PAEC Student Data Services.

IV-V. DISTRICT FINANCIAL PARTICIPATION. The District School Board of Suwannee County, will pay for services received through participating in the PAEC Student Data Services program. All assessments will be based on actual costs incurred, prorated among participants on the base plus unweighted FTE basis. Each participating district hereby agrees to pay, a base sum of \$12,000 plus a sum per most recent unweighted FTE 3<sup>rd</sup> calculation and Workforce Development Information System (WDIS) as per the 2017-18-2018-19 year's enrollment @ of 6,414.98 at a rate of \$0.9904730351-102165136 equaling \$7,070.37—for a total of \$19,070.37. This contribution shall be the total obligation of each participating district during the agreement year. Payment must be made by the District and received by PAEC by September 15 of each year in which the district is participating.

V-VI. TERMS OF AGREEMENT. The term of this agreement with PAEC Student Data Services shall commence as of July 1 of each school year (the "renewal date") and shall end on June 30 of each school year (the "termination/termination date"), unless the participating district chooses to renew this resolution/contract for an additional year. Each District entering into a resolution/contract with PAEC Student Data Services shall do so effective July 1 unless specified to the contrary.

### VI-VII. TERMINATION/SUSPENSION OF AGREEMENT

#### A. TERMINATION BY DISTRICT

Written notice of intent to withdraw ("Terminate")—"Tenuinate") from participation in the PAEC Student Data Services program must be provided by the participating district to the PAEC Executive Director at least six months prior to the renewal date. This resolution/contract will automatically renew for an additional 1-year -year period if such written notice is not timely received by the PAEC Executive Director.

#### B. SUSPENSION OF SERVICES BY PAEC

The Board of Directors of PAEC may suspend and decline to provide services to a participating district because of failure to:

- @ Make full payment by September 15<sup>th</sup> of each year
- For DRS schools, provide proof of agreement with their statutorily assigned university affiliate (s. 1003.32, FS) by September 1<sup>st</sup> of each year

**Formatted:** Heading #21, Indent: Left: 0.5", Line spacing: Exactly 12.25 pt, Outline numbered + Level: 1 + Numbering Style: I, II, III, ... + Start at: 3 + Alignment: Left + Aligned at: 0" + Indent at: 0", Keep with next, Keep lines together, Tab stops: 0.47", Left

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**C. WITHDRAWAL BY FISCAL AGENT**

The fiscal agent must provide written notification by certified mail to the Superintendent/DRS Director of each participating district if services are to be discontinued. Notification must be received at least six months prior to the renewal date (July 1<sup>st</sup>).

INFO ONLY

# INFO ONLY

SCSB 2020 40-2021-63 (RENEWAL)REVISED/RENEWAL)

PAEC STUDENT DATA SERVICES  
RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION  
Page 3 of 3

**VIII. ADMINISTRATIVE/STAFFING.** PAEC Student Data Services is administered under the PAEC Board of Directors. Washington County Schools will serve as the Fiscal Agent and District of Record. PAEC Student Data Services staff will be under the supervision of the PAEC Executive Director and function as part of the consortium staff. The Student Data Services program shall contribute its pro-rata share of the PAEC/Fiscal Agent Annual Agreement and PAEC Overhead Funding Plan.

**IX. EQUIPMENT PURCHASES AND TRANSFERS.** The equipment purchased to facilitate the center operation will be vested in the PAEC District of Record, the Washington County School Board, according to the present PAEC Agreement. If the PAEC Student Data Services program is transferred to another District of Record, all equipment purchased with PAEC Student Data Services program funds will be transferred to the new district upon approval of the PAEC Board of Directors.

For the above described services and the Focus License Fee of \$30,471.16 (FTE total 6,414.98 x \$4.75), The District School Board of Suwannee County, Florida, agrees to pay The District School Board of Washington County, Florida, fiscal agent and District of Record for PAEC and PAEC Student Data Services, the sum of \$48,033.76 \$49,541.53, payable upon execution of this resolution/contract.

## APPROVED:

Resolved in a Regular Session of the Suwannee School District on  
this \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
Herbert J. Taylor, Superintendent Ted L. Roush, Superintendent

Lou Cleveland, Board Chairman  
School Board of Washington County  
Date: \_\_\_\_\_

Ed DaSilva, Board Chairman School  
Board of Suwannee County  
Date: \_\_\_\_\_

School Board of Washington County  
Date: \_\_\_\_\_

School Board of \_\_\_\_\_ County  
Date: \_\_\_\_\_

John T. Selover, Executive Director  
Panhandle Area Educational Consortium  
Date: \_\_\_\_\_

BOD date: May 14, 2020  
WCSB date: May 11, 2020

"Approved as to Form and Sufficiency BY

"Approved jktpf

BY \_\_\_\_\_ j\m

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Caldwell, P.A., Board

Attorney"

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# INFO ONLY

Summary Report	
Title	compareDocs Comparison Results
Date & Time	7/8/2020 8:47:35 AM
Comparison Time	2.24 seconds
compareDocs version	v4.3.400.130

Sources	
Original Document	SCSB 2020-40 PAEC Student Data Fully Executed.pdf
Modified Document	SCSB 2021-63 PAEC.pdf

Comparison Statistics		Word Rendering Set Markup Options	
Insertions	21	Name	Standard
Deletions	12	<u>Insertions</u>	
Changes	12	<del>Deletions</del>	
Moves	0	<u>Moves / Moves</u>	
Font Changes	0	Font Changes	
Paragraph Style Changes	0	Paragraph Style Changes	
Character Style Changes	0	Character Style Changes	
TOTAL CHANGES	45	Inserted cells	
		Deleted cells	
		Merged cells	
		Changed lines	Mark left border.
		Comments color	By Author.
		Balloons	False

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



## **AGREEMENT FOR EDUCATIONAL STAFFING**

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

### **Background**

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

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

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

### **2) KELLY GUARANTEE**

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

### **3) KELLY'S RESPONSIBILITIES**

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

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

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

#### **4) CUSTOMER'S RESPONSIBILITIES**

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

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

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

**5) BBP TESTING**

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

**6) REPRESENTATIONS**

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

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

## **7) BILLING & PAYMENT TERMS**

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

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

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

## **9) INDEMNIFICATION BY KELLY**

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

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

#### **10) INDEMNIFICATION BY CUSTOMER**

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

#### **11) NOTIFICATION OF CLAIMS**

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

#### **12) TERM; TERMINATION**

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

**13) NON-SOLICITATION**

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

**14) MISCELLANEOUS**

**(a) Notices**

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

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

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

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

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

**15) E-VERIFY – See Exhibit F.**

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

**ATTEST:**

**SUWANNEE COUNTY SCHOOL BOARD, FLORIDA**

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

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

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

Name: Ted L. Roush

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

Title: Superintendent of Schools

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

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

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

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"



## EXHIBIT A

## PRICING FOR KELLY EDUCATIONAL SERVICES

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

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

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

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

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

## KELLY SERVICES, INC.

## SUWANNEE COUNTY SCHOOL BOARD

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

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

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

Name: Ted L. Roush

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

Title: Superintendent of Schools

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

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

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

"Approved as to Form and Sufficiency  
BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney -315-

## Exhibit B

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

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

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

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

**3) AUTOMATED SCHEDULING**

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

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

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

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

**Exhibit C – Composite Federal Forms**

**FEDERAL REGULATORY COMPLIANCE STATEMENT**

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

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

CONTRACTOR: Kelly Services, Inc.

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

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

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

**DRUG FREE WORKPLACE CERTIFICATION**

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

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

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

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CONTRACTOR'S SIGNATURE / DATE

---

NAME/TITLE

Name of Company: Kelly Services, Inc.

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

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

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

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CONTRACTOR'S SIGNATURE

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NAME/TITLE of AUTHORIZED REPRESENTATIVE

Name of Company: Kelly Services, Inc.

**NON-COLLUSION AFFIDAVIT**

**State of FLORIDA**

**County of SUWANNEE**

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

I hereby attest that:

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

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

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

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

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

**Exhibit D – INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit E

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

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

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

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

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

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

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

**REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES**

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

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

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

## Exhibit F

1. **E-Verify.** Effective July 1, 2020

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

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

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

THIS AGREEMENT, effective upon the date of execution, by and between the State of Florida, Department of Health, Suwannee County Health Department (hereinafter referred to as DOH-SUWANNEE), located at 915 Nobles Ferry Road, Live Oak, Florida 32064 and the Suwannee County School Board, (hereinafter referred to as SCSB), located at 1740 Ohio Avenue South, Live Oak, Florida 32060.

1. **Purpose.** The purpose of this Agreement is to establish the terms and conditions under which DOH-SUWANNEE shall deliver or perform the following services indicated for the SCSB:
  - A) Provide basic, full service and comprehensive School Health Services to Suwannee County public schools in accordance with sections 381.0056, 381.0057, 381.0059, and 402.3026, Florida Statutes, Rule 64F-6.001-6.006, Florida Administrative Code., other related Florida Statutes and Florida Administrative Code sections, and in accordance with applicable policies and procedures of the parties.
  - B) These health services will be provided in accordance with the 2020-2022 Suwannee County School Health Services Plan as approved by DOH-SUWANNEE and the SCSB and as required under Florida Statutes.
2. **Term.** This Agreement shall begin on July 1, 2020 and shall end on June 30, 2021.
3. **Responsibilities of DOH-SUWANNEE.**
  - A) **Delivery of Services.** The DOH-SUWANNEE shall deliver the services required under this Agreement on the dates and at the times and places as specified herein:
    1. Provide onsite school health services at designated school sites during school hours for the assigned school year for Suwannee County public schools in accordance with the school hours of each school and the school calendar year. This does not include school health services for any after school programs, hours outside of the regular school day, during field trips or athletic events.
    2. Provide programmatic and professional management for school health services.
    3. In Collaboration with the SCSB School Health Coordinator will complete the Florida School Health Services Annual Report and Biennial School Health Plan and assure review and signatures of appropriate parties.
    4. In collaboration with the SCSB School Health Coordinator will participate in School Health Advisory Committee (SHAC) meetings.
    5. Provide training for non-school health staff in the administration of medication and provision of medical services as per section 1006.062, Florida Statutes at Branford High School. The school principal will be responsible for notifying the DOH-

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

6. Deliver basic, full service, and comprehensive school health services at Suwannee County schools in accordance with Suwannee School Health Services Plan 2020-2022.
7. Assist with and perform student health screenings as per section 381.0056, Florida Statutes, and Rule 64F-6.003, Florida Administrative Code. This includes documentation, referral and follow up on all screening failures.
8. DOH-SUWANNEE school health staff will not be able to participate in field trips in their capacity as the School Nurse. Leave time must be taken to attend field trips with family members.
9. DOH-SUWANNEE school health staff cannot be assigned to care for one specific student to provide continuous care throughout the school day.

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

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

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

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

#### 4. **Responsibilities of the SCSB.**

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

1. Assure available and adequate physical facilities and equipment for school health services at each school as defined in State Requirements for Educational Facilities.
  2. Provide a list of Branford High School staff that is certified to provide first aid and CPR, no later than 30 calendar days from the start of the school year to the DOH-SUWANNEE Senior Community Health Nursing Director.
  3. Designate at least two Branford High School staff members to be trained in the administration of medication and provision of medical services as per section 1006.062, Florida Statutes.
  4. Assure appropriately trained staff is available to provide services in the clinics at all times. Assure the provision of substitutes due to absences of DOH-SUWANNEE school health staff.
  5. Understand that all DOH-SUWANNEE school health staff must attend periodic trainings and meetings as organized by DOH-SUWANNEE and SCSB as it pertains to school health information.
  6. Understand that DOH-SUWANNEE school health staff may be required at times to operate or staff a special needs shelter but that the DOH-SUWANNEE will continue to provide as many staff as feasible to provide school health services.
- D) **Official Representative.** The SCSB shall be responsible for providing an official representative and contact person to conduct all communications with DOH-SUWANNEE and to be responsible for the ongoing administration of this Agreement.
5. **Modification.** This Agreement represents the full understanding of the parties and supersedes all previous communications on the subject, either written or oral, between the parties. Any modifications or waivers shall only be valid upon written mutual consent of the parties hereto.
  6. **Disputes.** In the event a dispute should arise between the parties as to the delivery of services under this Agreement, the SCSB hereby authorizes its Superintendent of Schools to work with DOH-SUWANNEE to resolve any such disputes. DOH-SUWANNEE hereby authorizes its County Health Department Administrator to serve as its representative. In the event that the Superintendent of Schools and the County Health Department Administrator are unable to resolve the dispute, the matter shall be referred back to the SCSB for final resolution. The venue for disputes shall be Suwannee County.
  7. **Termination Because of Lack of Funds.** In the event funds to finance this Agreement become unavailable, the SCSB or DOH-SUWANNEE may terminate the Agreement upon no less than twenty-four (24) hours written notice to either party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Each entity shall be the final authority as to the availability and adequacy of funds for this Agreement. Any state, county or school district agency's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other agreement or from any other source are not eligible for reimbursement under this Agreement.



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

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

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

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

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

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

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

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

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

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

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

State of Florida  
Department of Health  
Suwannee County Health Department

Suwannee County School Board

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

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

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

Name: Ed daSilva  
Chairperson  
School Board of Suwannee County

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

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

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

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

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

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

**Suwannee County School District  
Rate and Service Contract  
2020-2021**

**THIS RATE AND SERVICES PROVIDER AGREEMENT** ("Contract") is made and entered into on July 28, 2020, between the Suwannee County School Board (hereinafter referred to as the "DISTRICT"), and

<p><b>Adrienne M. Burke-Godwin</b>  <b>d/b/a Tiny Praying Hands, LCCH</b>          610 Martin Street (mailing)          712 Glass Street (physical)          Live Oak, Florida 32064          Phone: 386-965-6447 or 386-364-5487</p>
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Teen Parent Program Childcare Services Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing childcare services to children of eligible students.

**ARTICLE I - RECITALS**

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

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

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

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

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

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

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

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

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

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

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

- a. This contract shall become effective July 28, 2020, by both parties and shall remain in force until June 30, 2021.
- 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, 1740 Ohio Avenue, South, Live Oak, Florida 32064.

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

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

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

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

- 2.10** The PROVIDER contract administrator for this contract is:  
**Adrienne M. Burke-Godwin**  
**Tiny Praying Hands, LCCH**  
 610 Martin Street (mailing)  
 712 Glass Street (physical)  
 Live Oak, Florida 32064  
 Phone: 386-965-6447 or 386-364-5487
- 2.11** The PROVIDER shall indemnify, and hold harmless and defend the DISTRICT its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SUWANNEE COUNTY SCHOOL BOARD, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the services furnished by The PROVIDER, its agents, servants or employees in the provision of services or performance of duties by the Provider pursuant to this Agreement.
- 2.12** The PROVIDER must not disclose to the public the identity of any student or their child eligible for TAPP childcare services without the written permission of the parent/guardian of such student and the student, themselves.
- 2.13** The PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and parent conferences.
- 2.14** The PROVIDER shall complete and provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT:  
 I. **IRS W-9 Form**  
 II. **Public Entity Crimes Statement**  
 III. **Debarment Certification**
- 2.15** The contract administrator for the DISTRICT is:  
 Michele Howard  
 TAPP Coordinator  
 Suwannee County School Board

The DISTRICT shall:

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

### ARTICLE III – GENERAL CONDITIONS

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

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

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

**3.14 FORCE MAJEURE.**

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

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

**3.16 NOTICE.**

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

**To DISTRICT:**

Superintendent of Schools  
Suwannee County School Board  
1740 Ohio Avenue, South  
Live Oak, FL 32064

**With a Copy to:**

Michele Howard  
TAPP Coordinator  
Suwannee County School Board  
1740 Ohio Avenue, South  
Live Oak, FL 32064

**With a Copy to:**

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

**To PROVIDER:**

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

**3.17 AUTHORITY.**

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



**3.18 EXCESS FUNDS.**

Any party receiving funds paid by the DISTRICT under this Agreement agrees to promptly notify the DISTRICT of any funds erroneously received from the DISTRICT upon the discovery of such erroneous **payment or overpayment**.

**Any such excess funds shall be refunded to Board with interest calculated from the date of the erroneous payment or overpayment.** Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by the DISTRICT.

**3.19 NON-EXCLUSIVITY.**

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

**3.20. E-VERIFY.**

See Exhibit F.

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

SUWANNEE COUNTY SCHOOL BOARD

PROVIDER

\_\_\_\_\_  
Ed daSilva, Board Chairman

\_\_\_\_\_  
**Adrienne M. Burke-Godwin**  
**d/b/a Tiny Praying Hands, LCCH**  
610 Martin Street (mailing)  
712 Glass Street (physical)  
Live Oak, Florida 32064  
Phone: 386-965-6447 or 386-364-5487

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

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

\_\_\_\_\_  
Ted L. Roush, Superintendent  
Suwannee County School Board

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

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

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

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Signature/Date

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

\_\_\_\_\_, (affix seal)  
Notary Public

\_\_\_\_\_,  
My Commission Expires

**Certification Regarding Debarment, Suspension, and Other Matters**

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

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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

**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

<b>Adrienne Burke-Godwin</b> <b>d/b/a Tiny Praying Hands, LCCH</b> <b>2020 – 2021 Child Care Rates</b>									
INFANTS 0 – 12 Months		One Year Olds 12 – 23 Months		Two Year Olds 24 – 35 Months		Three Year Olds 36 – 47 Months		Four Year Olds 48 – 59 Months	
Week	Day	Week	Day	Week	Day	Week	Day	Week	Day
120.00	24.00	110.00	22.00	95.00	19.00	85.00	17.00	85.00	17.00

## EXHIBIT C

**SUWANNEE COUNTY SCHOOLS**  
**Teenage Parent Child Care Program**  
**2020 - 2021 School Year**

<b>Child Care Provider's Name:</b> Adrienne Burke-Godwin <b>Mailing Address:</b> Tiny Praying Hands, LCCH 610 Martin Street (mailing) 712 Glass Street (physical) Live Oak, Florida 32064 <b>Phone:</b> 386-965-6447 or 386-364-5487 <b>Email:</b> adrienneburke32@yahoo.com <b>Contact:</b> Adrienne M. Burke-Godwin										<b>Circle Current Month</b> AUGUST 2020    SEPTEMBER 2020    OCTOBER 2020 NOVEMBER 2020    DECEMBER 2020 JANUARY 2021    FEBRUARY 2021    MARCH 2021 APRIL 2021    MAY 2021    JUNE 2021									
--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
<b>Child's Name</b> (Insert date) :->																									

<b>X = present</b> <b>H = holiday</b> <b>(If child is <u>absent</u>, <u>leave space blank</u>)</b>	<b>Completed Attendance Sheet due by the 10<sup>th</sup> of each month following the month of attendance. Failure to return completed attendance sheet by due date can result in payment for services being delayed.</b> <b>Deliver completed attendance sheet to :</b>  Suwannee County School Board ATTN: Michele Howard 1740 Ohio Avenue, South, Live Oak, Florida 32064 386-647-4277- ofc. 386-208-8687- FAX michele.howard@suwannee.k12.fl.us
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**EXHIBIT D**

**Suwannee County School District  
Teenage Parent Program**

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

**Intent:**

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

**Transportation:**

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

**Day care:**

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

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

Student Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

Guidance Counselor Signature \_\_\_\_\_ Date \_\_\_\_\_



**EXHIBIT D****Page 2 of 2 of Exhibit D**

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

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

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

**Parent Conference Checklist**

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

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

Signature Guidance Counselor \_\_\_\_\_ Date \_\_\_\_\_  
 Student Signature \_\_\_\_\_ Date \_\_\_\_\_

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

\_\_\_\_\_  
 Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

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

\_\_\_\_\_  
 Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

## EXHIBIT E

### Public Records Law Requirements Under Chapter 119.0701, Florida Statutes

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

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

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

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

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

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

### REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

**EXHIBIT F****1. E-Verify.** Effective July 1, 2020

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

**Suwannee County School District  
Rate and Service Contract  
2020-2021**

**THIS RATE AND SERVICES PROVIDER AGREEMENT** ("Contract") is made and entered into on July 28, 2020, between the Suwannee County School Board (hereinafter referred to as the "DISTRICT"), and

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

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

**ARTICLE I - RECITALS**

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

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

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

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

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

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

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

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

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

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

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

- a. This contract shall become effective July 28, 2020, by both parties and shall remain in force until June 30, 2021.
- 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, 1740 Ohio Avenue, South, Live Oak, Florida 32064.

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

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

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

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

- 2.10** The PROVIDER contract administrator for this contract is:  
**Tawanna Bryant**  
**d/b/a Tender Touch Learning Center LLC**  
 409 Hillman Avenue  
 Live Oak, Florida 32064  
 Phone - 386-208-2273
- 2.11** The PROVIDER shall indemnify, and hold harmless and defend the DISTRICT its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SUWANNEE COUNTY SCHOOL BOARD, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the services furnished by The PROVIDER, its agents, servants or employees in the provision of services or performance of duties by the Provider pursuant to this Agreement.
- 2.12** The PROVIDER must not disclose to the public the identity of any student or their child eligible for TAPP childcare services without the written permission of the parent/guardian of such student and the student, themselves.
- 2.13** The PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and parent conferences.
- 2.14** The PROVIDER shall complete and provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT:  
 I. **IRS W-9 Form**  
 II. **Public Entity Crimes Statement**  
 III. **Debarment Certification**
- 2.15** The contract administrator for the DISTRICT is:  
 Michele Howard  
 TAPP Coordinator  
 Suwannee County School Board

The DISTRICT shall:

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

### ARTICLE III – GENERAL CONDITIONS

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

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

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

**3.14 FORCE MAJEURE.**

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

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

**3.16 NOTICE.**

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

**To DISTRICT:**

Superintendent of Schools  
Suwannee County School Board  
1740 Ohio Avenue, South  
Live Oak, FL 32064

**With a Copy to:**

Michele Howard  
TAPP Coordinator  
Suwannee County School Board  
1740 Ohio Avenue, South  
Live Oak, FL 32064

**With a Copy to:**

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

**To PROVIDER:**

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

**3.17 AUTHORITY.**

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



**3.18 EXCESS FUNDS.**

Any party receiving funds paid by the DISTRICT under this Agreement agrees to promptly notify the DISTRICT of any funds erroneously received from the DISTRICT upon the discovery of such erroneous **payment or overpayment**.

**Any such excess funds shall be refunded to Board with interest calculated from** the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by the DISTRICT.

**3.19 NON-EXCLUSIVITY.**

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

**3.20. E-VERIFY.**

See Exhibit F.

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

SUWANNEE COUNTY SCHOOL BOARD

PROVIDER

\_\_\_\_\_  
Ed daSilva, Board Chairman

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

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

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

\_\_\_\_\_  
Ted L. Roush, Superintendent  
Suwannee County School Board

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

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

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

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

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Signature/Date

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

\_\_\_\_\_, (affix seal)  
Notary Public

\_\_\_\_\_,  
My Commission Expires

**Certification Regarding Debarment, Suspension, and Other Matters**

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

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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

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

# EXHIBIT B

## Rate Scale

### Tawanna Bryant d/b/a Tender Touch Learning Center, LLC 2020 – 2021 Child Care Rates

INFANTS 0 – 12 Months		One Year Olds 12 – 23 Months		Two Year Olds 24 – 35 Months		Three Year Olds 36 – 47 Months		Four Year Olds 48 – 59 Months	
Week	Day	Week	Day	Week	Day	Week	Day	Week	Day
130.00	26.00	120.00	24.00	105.00	21.00	95.00	19.00	90.00	18.00

## EXHIBIT C

**SUWANNEE COUNTY SCHOOLS**  
**Teenage Parent Child Care Program**  
**2020 - 2021 School Year**

<b>Child Care Provider's Name:</b> Tender Touch Learning Center, LLC <b>Mailing Address:</b> 409 Hillman Avenue Live Oak, Florida 32064 <b>Phone:</b> 386-208-2273 <b>Contact:</b> Tawanna Bryant										<b>Circle Current Month</b> AUGUST 2020    SEPTEMBER 2020    OCTOBER 2020 NOVEMBER 2020    DECEMBER 2020 JANUARY 2021    FEBRUARY 2021    MARCH 2021 APRIL 2021    MAY 2021    JUNE 2021															
	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
<b>Child's Name</b> (insert date) ->																									

<b>X = present</b> <b>H = holiday</b> <b>(If child is <u>absent</u>, <u>leave space blank</u>)</b>	<b>Completed Attendance Sheet due by the 10<sup>th</sup> of each month following the month of attendance. Failure to return completed attendance sheet by due date can result in payment for services being delayed.</b> <b>Deliver completed attendance sheet to :</b>  Suwannee County School Board ATTN: Michele Howard 1740 Ohio Avenue, South, Live Oak, Florida 32064 386-647-4277- ofc. 386-208-8687- FAX michele.howard@suwannee.k12.fl.us
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**EXHIBIT D****Suwannee County School District  
Teenage Parent Program**

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

**Intent:**

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

**Transportation:**

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

**Day care:**

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

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

Student Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

Guidance Counselor Signature \_\_\_\_\_ Date \_\_\_\_\_



**EXHIBIT D****Page 2 of 2 of Exhibit D**

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

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

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

### Parent Conference Checklist

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

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

Signature Guidance Counselor \_\_\_\_\_ Date \_\_\_\_\_  
 Student Signature \_\_\_\_\_ Date \_\_\_\_\_

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

\_\_\_\_\_  
 Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

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

\_\_\_\_\_  
 Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

## **EXHIBIT E**

### **Public Records Law Requirements Under Chapter 119.0701, Florida Statutes**

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

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

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

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

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

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

#### **REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES**

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

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

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

**EXHIBIT F****1. E-Verify.** Effective July 1, 2020

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

**Suwannee County School District  
Rate and Service Contract  
2020-2021**

THIS RATE AND SERVICES PROVIDER AGREEMENT ("Contract") is made and entered into on July 28, 2020, between the Suwannee County School Board (hereinafter referred to as the "DISTRICT"), and

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

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

**ARTICLE I - RECITALS**

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

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

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

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

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

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

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

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

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

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

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

- a. This contract shall become effective July 28, 2020, by both parties and shall remain in force until June 30, 2021.
- 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, 1740 Ohio Avenue, South, 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 Board

The DISTRICT shall:

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

### ARTICLE III – GENERAL CONDITIONS

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

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

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

**3.14 FORCE MAJEURE.**

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

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

**3.16 NOTICE.**

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

**To DISTRICT:**

Ted L. Roush  
Superintendent of Schools  
Suwannee County School Board  
1740 Ohio Avenue, South  
Live Oak, FL 32064

**With a Copy to:**

Michele Howard  
TAPP Coordinator  
Suwannee County School Board  
1740 Ohio Avenue, South  
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.

**3.20. E-VERIFY.**

See Exhibit F.

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

SUWANNEE COUNTY SCHOOL BOARD

PROVIDER

\_\_\_\_\_  
Ed daSilva, Board Chairman

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

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

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

\_\_\_\_\_  
Ted L. Roush, Superintendent  
Suwannee County School Board

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

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

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

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

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Signature/Date

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

\_\_\_\_\_, (affix seal)  
Notary Public

\_\_\_\_\_,  
My Commission Expires

**Certification Regarding Debarment, Suspension, and Other Matters**

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

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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

**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

<b>Florlene Johnson</b> <b>d/b/a Johnson's Family Child Care Home</b> <b>2020 – 2021 Child Care Rates</b>									
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 FT	30.00	120.00 FT	30.00	120.00 FT	30.00	120.00 FT	30.00	120.00 FT	30.00
100.00 PT	30.00	100.00 PT	30.00	120.00 FT	30.00	100.00 FT	30.00	100.00 PT	30.00

There will be a one-time only non-refundable application fee of \$15.00 per family. All subsidized parents are responsible for the difference in fees.

All payments are due Monday morning upon drop-off.

Open Monday through Friday 5:00 a.m. to 11:00 p.m.

FT denotes full time. PT denotes part time.

## EXHIBIT C

**SUWANNEE COUNTY SCHOOLS**  
**Teenage Parent Child Care Program**  
**2020 - 2021 School Year**

<b>Child Care Provider's Name:</b> Johnson's Family Child Care Home <b>Mailing Address:</b> 1510 Ruby Street, NE Live Oak, Florida 32064 <b>Phone:</b> 386-364-1483 or 386-361-0447 <b>Contact:</b> Florlene Johnson										<b>Circle Current Month</b> AUGUST 2020    SEPTEMBER 2020    OCTOBER 2020 NOVEMBER 2020    DECEMBER 2020 JANUARY 2021    FEBRUARY 2021    MARCH 2021 APRIL 2021    MAY 2021    JUNE 2021									
--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
<b>Child's Name:</b> (insert date) →																									

<b>X = present</b> <b>H = holiday</b> <b>(If child is <u>absent</u>, <u>leave space blank</u>)</b>	<b>Completed Attendance Sheet due by the 10<sup>th</sup> of each month following the month of attendance. Failure to return completed attendance sheet by due date can result in payment for services being delayed.</b> <b>Deliver completed attendance sheet to :</b>  Suwannee County School District ATTN: Michele Howard 1740 Ohio Avenue, South, Live Oak, Florida 32064 386-647-4277- ofc. 386-208-8687- FAX michele.howard@suwannee.k12.fl.us
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**EXHIBIT D**

**Suwannee County School District  
Teenage Parent Program**

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

**Intent:**

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

**Transportation:**

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

**Day care:**

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

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

Student Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

Guidance Counselor Signature \_\_\_\_\_ Date \_\_\_\_\_



**EXHIBIT D****Page 2 of 2 of Exhibit D**

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

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

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

**Parent Conference Checklist**

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

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

Signature Guidance Counselor \_\_\_\_\_ Date \_\_\_\_\_  
 Student Signature \_\_\_\_\_ Date \_\_\_\_\_

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

\_\_\_\_\_  
 Parent Signature

\_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Parent Signature

\_\_\_\_\_  
 Date

## **EXHIBIT E**

### **Public Records Law Requirements Under Chapter 119.0701, Florida Statutes**

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

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

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

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

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

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

#### **REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES**

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

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

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

**EXHIBIT F****1. E-Verify.** Effective July 1, 2020

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

**EXHIBIT B  
Rate Scale**

<b>Florlene Johnson d/b/a Johnson's Family Child Care Home 2020 – 2021 Child Care Rates</b>									
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 FT	30.00	120.00 FT	30.00	120.00 FT	30.00	120.00 FT	30.00	120.00 FT	30.00
<u>100.00 PT</u>	<u>30.00</u>	<u>100.00 PT</u>	<u>30.00</u>	<u>120.00 FT</u>	<u>30.00</u>	<u>100.00 FT</u>	<u>30.00</u>	<u>100.00 PT</u>	<u>30.00</u>

There will be a one-time only non-refundable application fee of \$15.00 per family. All subsidized parents are responsible for the difference in fees.

All payments are due Monday morning upon drop-off.

Open Monday through Friday 5:00 a.m. to 11:00 p.m.

FT denotes full time. PT denotes part time.



**STATE OF FLORIDA**  
**STATEWIDE VOLUNTARY PREKINDERGARTEN PROVIDER**  
**CONTRACT**  
**FORM OEL-VPK 20**

## I. PARTIES AND TERMS OF CONTRACT

1. **Parties.** This Contract is made and entered into this 6th day of July 20 20 by and between the Early Learning Coalition of Florida's Gateway (herein referred to as "COALITION"), and Suwannee County School Board (doing business as, if applicable) \_\_\_\_\_ (herein referred to as "PROVIDER"), with its principal office located at 1740 OHIO AVE S LIVE OAK, FL 32064-4500 and its provider physical site address (if the single site provider physical site address is different from principal office address) located at \_\_\_\_\_.

a. **Multiple Public School Locations.** If PROVIDER is a school district executing a single Contract on behalf of multiple public school Voluntary Prekindergarten (VPK) Education Program providers, a list of their names and their physical addresses are included in Exhibit 1: Provider location List. Thereafter PROVIDER shall include each entity listed in Exhibit 1.

b. **Multiple Private Provider Locations.** If PROVIDER is executing a single Contract on behalf of multiple private VPK provider sites within COALITION's service area, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter PROVIDER shall include each entity listed in Exhibit 1.

c. **Identification Number.** Insert PROVIDER'S ☒ EIN ☐ SSN

here: 596000872

PROVIDER's EIN (Employer Identification Number) or SSN (Social Security Number) is requested in accordance with ss.119.071(5)(a)2. and 119.092, F.S., for use in the records and data systems of the Office of Early Learning and COALITION. Submission of PROVIDER's EIN or SSN is mandatory. PROVIDER's EIN or SSN will be used for processing payments to PROVIDER as a VPK provider, for reporting those payments for federal tax purposes, and for routine identification.

2. **Purpose.** This Contract is designed to inform PROVIDER of the requirements of participation in the VPK Program. Payment is not conveyed to PROVIDER through this Contract. Instead, PROVIDER must agree to comply with the terms and conditions of this Contract in order to be eligible to participate in the VPK Program. This Contract is to engage an eligible provider to provide VPK services to eligible VPK children. PROVIDER will receive payment based on Legislative appropriations, the Office's Uniform Attendance Policy for Payment (Rule 6M-8.204, Florida Administrative Code (F.A.C.)), and a child's attendance certified by the parent and provider (Rule 6M- 8.305, F.A.C.).
3. **Term.** This Contract applies to the 20 20 - 20 21 VPK program year. PROVIDER shall offer a school-year program and/or a summer program. This Contract begins on 7/6/2020, or on the date on which the Contract is signed and dated by the last party required to sign the Contract, whichever occurs last, and expires upon completion of the VPK instructional hours and completion of the requirements outlined in this Contract or termination of this Contract

under Section XI.

A school-year VPK program shall be 540 instructional hours and a summer VPK program shall be 300 instructional hours. In the event there is a transfer of ownership before all instructional hours are completed, PROVIDER may schedule only the remaining instructional hours of the program for the VPK class(es) previously enrolled under the prior ownership.

4. **Payment Limitations.** PROVIDER will not receive nor be entitled to payment for VPK program services before this Contract is fully executed by both parties or after expiration of the Contract.
5. **Applicable Law.** PROVIDER and COALITION agree that the following, including any revision made after the execution of this Contract, are the provisions governing the VPK program and that PROVIDER and COALITION will be bound by the same:
  - Chapter 1002, Florida Statutes (F.S.);
  - Chapter 6M-8, Florida Administrative Code (F.A.C.); and
  - Rules 6A-1.09433 & 6A-6.03033, F.A.C.
6. **Not Transferrable.** This Contract is not transferrable or assignable to another entity. A change in ownership requires execution of a new contract. In the event of a change of ownership, sale, sale of assets, conveyance of ownership or other transfer of ownership interest, the provider shall notify the coalition no later than 30 calendar days prior to the transfer of ownership.

## II. PROVIDER ELIGIBILITY

### 7. General Eligibility.

**a. Provider Type.** To be eligible to deliver the VPK Program, PROVIDER must be either a public school or a private provider (a licensed child care facility, a licensed family day care home, a licensed large family child care, a non-public school exempt from licensure, or a faith-based child care provider exempt from licensure).

A charter school that includes VPK in its charter is a public school and shall only execute this Contract with the approval and oversight of the school district. A charter school that does not include VPK in its charter must meet the requirements to be a private provider to be eligible to deliver the VPK Program.

Check the box to indicate PROVIDER's type:

☒ A public school (Form OEL-VPK 20PS must be completed as an authorized attachment to this Contract.)

☐ A private provider (Form OEL-VPK 20PP must be completed as an authorized attachment to this Contract.)

**b. Eligibility pursuant to s. 1002.91(5), F.S.** PROVIDER represents that PROVIDER, or an owner, officer, or board director thereof, has not been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years and is not acting as the beneficial owner for someone who has been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of

adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years.

**c. Eligibility pursuant to s. 1002.91(7), F.S.** PROVIDER represents that PROVIDER is not on the United States Department of Agriculture National Disqualified List nor does PROVIDER share an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.

**d. Eligibility pursuant to the successful completion of terms of prior contract.** PROVIDER agrees to successfully complete corrective action due to noncompliance determinations from a prior Contract, as applicable, for the duration of this Contract.

8. **Required Forms.** PROVIDER certifies that it has registered with COALITION on forms prescribed by the Office of Early Learning, that any information supplied by PROVIDER is accurate and complete, and that it will notify COALITION in accordance with the notification requirements in Paragraph 63 of any change in the information submitted on those forms. Changes implemented by PROVIDER prior to notification to COALITION that fail to comply with all VPK qualifications and requirements shall result in financial consequences referenced in Paragraph 50 and corrective action referenced in Paragraph 53.

### III. PROVIDER RESPONSIBILITIES AND SCOPE OF WORK

9. **Child Enrollment.** PROVIDER agrees to enroll eligible children for the VPK Program only with authorization from COALITION. PROVIDER agrees to obtain and complete, with parent, an eligibility certificate form (Form OEL-VPK 02 or Form OEL-VPK 04). In the event that PROVIDER has multiple locations, PROVIDER may only change the location where the child is served in accordance with the reenrollment requirements established in Rule 6M-8.210, F.A.C.

10. **Adherence to Requirements.**

a. Provider agrees to deliver the VPK Program in accordance with all of the requirements which are set forth in applicable statutes, rules, and this Contract.

b. Provider agrees to participate in a VPK orientation prior to the execution of the VPK contract if offered by the coalition.

11. **Assessment.** PROVIDER agrees to implement the Voluntary Prekindergarten pre- and post-assessment in accordance with s. 1002.67(3), F.S., and rules 6A-1.09433 and 6M-8.620, F.A.C. Individuals administering the pre- and post-assessment shall meet the qualifications established in rule. PROVIDER must register each year to access the Bright Beginnings website at <https://brightbeginningsfl.org/Register.aspx>. The PROVIDER shall order pre- and post-assessment materials as needed and submit assessment scores by logging into the Bright Beginnings website by the deadlines established in rule which are based on the PROVIDER's VPK class schedule approved by the COALITION. VPK child assessment records shall be maintained in accordance with Paragraph 33 of this Contract. For providers not previously issued a provider ID, the early learning coalition will request the provider ID on behalf of the provider.

12. **Curricula.** PROVIDER agrees that it will implement curricula to deliver VPK Program instruction which:

- a. Are developmentally appropriate;
- b. Are designed to prepare children for early literacy;

- c. Enhance the age-appropriate progress of children in attaining each of the performance standards approved for use in VPK; and
  - d. Prepare children to be ready for kindergarten.
13. **Required Parent Information.** PROVIDER agrees that PROVIDER will provide a copy of its attendance policy to the COALITION before contract execution and to the parent of each child at the time the child is admitted into PROVIDER's VPK Program. The PROVIDER shall adopt its own, but in accordance with s. 1002.71, F.S., the attendance policy must require parents to verify each month, the child's attendance on forms prescribed by the Office of Early Learning in Rule 6M-8.305, F.A.C. PROVIDER agrees to not amend its VPK program attendance policy for the duration of this Contract. The providers attendance policy should address school year and summer programs separately if applicable.
  14. **Fees Prohibited.** PROVIDER agrees that, in accordance with s. 1002.71(8)(a), F.S., PROVIDER shall not require payment of a fee or charge for services provided for a child in the VPK Program during instructional hours reported for funding. PROVIDER shall not require a fee or payment as a condition of enrollment or participation in the VPK Program. A provider found to have required such fees is subject to termination for cause of this Contract as described in paragraph 54.
  15. **Supplemental Services.** PROVIDER agrees that, in accordance with section 1002.71(8)(b), F.S., PROVIDER shall not require a child to enroll for, or require the payment of any fee or charge for, supplemental services (e.g., "extended-day," "extended-year," "wrap-around," or "full-day" services) as a condition of admitting the child in the VPK Program. PROVIDER agrees to schedule all VPK hours offered for any VPK class so that parents are not constructively required to enroll child in supplemental services or pay any fee or charge (e.g., scheduling instructional hours in a day with a break in instructional time, for which parents would be required to pay for supplemental services for care). A provider found to have required such fees is subject to termination for cause of this Contract as described in paragraph 54.
  16. **Parent Not Responsible for Financial Consequences.** PROVIDER agrees that, if PROVIDER does not receive payment from COALITION for offering VPK Program instruction to a child, PROVIDER shall not require the child's parent to pay for the services.
  17. **Instructor Requirements.** PROVIDER agrees that at all times each of its VPK instructor(s) and substitute instructor(s):
    - a. Has provided documentation to be maintained in the files of PROVIDER and COALITION documenting that the individual has undergone a Level 2 background screening within the previous five (5) years in accordance with section 435.04, F.S., including a federal (Federal Bureau of Investigation) and state (Florida Department of Law Enforcement) screening which demonstrates that the individual is not ineligible to act as a VPK instructor;
    - b. Is eligible to be employed as a VPK instructor in accordance with section 435.06, F.S.;
    - c. Is not ineligible to teach in a public school because his or her educator certificate is suspended or revoked;
    - d. Is qualified to act as a VPK instructor or substitute in accordance with sections 1002.55, 1002.61 and 1002.63, F.S.
  18. **VPK Class Staffing.** PROVIDER agrees to maintain proper staffing as required by VPK statutes. A properly credentialed instructor must be present for all VPK classes. For school-year classes that are composed of 12-20 children, an additional adult instructor must be present who is eligible to work in the VPK provider's setting. The VPK class size shall not exceed the



approved capacity of the physical space where instruction is provided.

19. **Substitute Instructors.** PROVIDER agrees that substitute instructors who meet the requirements of Rule 6M-8.410, F.A.C. may replace a lead VPK instructor, when the VPK lead instructor is not present at the facility. The time that any substitute instructors that do not meet the credentials of a lead instructor may replace a lead instructor is limited to 30 percent of the VPK Program's total instructional hours in a VPK class.
20. **Prohibited Forms of Discipline.** In accordance with s. 1002.55(5), F.S., PROVIDER agrees to implement minimum standards for child discipline practices that are age-appropriate and consistent with the requirements in s. 402.305(12), F.S. Such standards must provide that children not be subjected to discipline that is severe, humiliating or frightening. The discipline must not be associated with food, rest or toileting. Spanking or any other form of physical punishment is prohibited. Children may not be denied active play as a consequence of misbehavior.
21. **Statewide Information System.** PROVIDER agrees to utilize the statewide information system as referenced in s. 1002.82(2)(n), F.S., to submit information and updates regarding the VPK Program. The PROVIDER shall execute this Contract on the Provider Portal found on <https://providerservices.floridaeearlylearning.com>.
22. **Rilya Wilson Act and At-Risk Children.** PROVIDER agrees to abide by the provisions of the "Rilya Wilson Act" (s.39.604,F.S.) for each at-risk child under the age of school entry who is enrolled in the Voluntary Prekindergarten Education Program.
23. **VPK Logo.** PROVIDER may use the registered VPK logo in conjunction with the operation of the VPK program in advertisements, letterhead, educational and promotional materials. PROVIDER agrees to comply with the VPK Logotype Usage and Brand Guidelines (Form OEL-VPK 20B) and must cease use of the VPK logo once services under this contract are suspended or terminated. Form OEL-VPK 20B can be found at the following web address: [http://www.floridaeearlylearning.com/Content/Uploads/floridaeearlylearning.com/files/VPK/Form\\_OELVPK%2020B\\_Final\\_ADA%20\(1\)\\_2.pdf](http://www.floridaeearlylearning.com/Content/Uploads/floridaeearlylearning.com/files/VPK/Form_OELVPK%2020B_Final_ADA%20(1)_2.pdf)

#### 24. Provider Deliverables

Deliverable	Provider Type	Task and Activities	Due Date
VPK instructional hours; 540 for school year programs and/or 300 for summer programs	Private and Public	Child enrollment activities per paragraph 9	For the term of this Contract
		Implementation of curricula per the requirements in paragraph 12	
		Instructor Requirements per paragraphs 17-19	

VPK Child Attendance	Private and Public	Completion of Child Attendance and Parental Choice Certificate forms (OEL-VPK 03S and OEL-VPK 03L) per paragraph 37	Monthly
		Monthly Certification of Child Attendance by Provider per paragraph 43	
		Certification of annual cumulative child attendance per paragraph 41	
Information change notification	Private and Public	Compliance with notification requirements per paragraph 63	See paragraph 63
Liability insurance notification	Private	Notification of cancellation of changes to general liability coverage	Within 10 calendar days of cancellation or changes to general liability coverage
Implementation of VPK pre- and post-assessment	Private and Public	Administration of Assessment Period One items per paragraph 11	Within the first 30 calendar days of the VPK class schedule
		Submission of Assessment Period One data per paragraph 11	No later than first 45 calendar days of the VPK class schedule
		Administration of Assessment Period Three items per paragraph 11	Within the last 30 calendar days of the VPK class schedule
		Submission of Assessment Period Three data per paragraph 11	No later than 15 calendar days after the last day of the VPK class schedule

#### IV. COALITION RESPONSIBILITIES

25. **Forms Approved.** COALITION has reviewed the documents submitted by PROVIDER and, based on the information submitted, has determined that PROVIDER has completed the forms, meeting necessary requirements established in ss. 1002.55(3)(h), 1002.61(8), or 1002.63(8), F.S., as applicable.
26. **Technical Assistance.** COALITION will offer technical assistance for providers on probation. The technical assistance will be designed to facilitate the development and implementation of an improvement plan. The technical assistance will be offered in a manner and schedule

prescribed by the coalition or school district.

27. **Child Eligibility.** COALITION has the responsibility for determining the eligibility of children enrolling in the VPK Program. COALITION will issue a *child certificate of eligibility* (Form OEL-VPK 02), as described in Rule 6M-8.201, F.A.C. or a *certificate of eligibility for reenrollment* (Form OEL-VPK 04), as described in Rule 6M-8.210, F.A.C., for each eligible child who's parent applies for the VPK program or a reenrollment through the Family Portal.
28. **Limitations on Authority.** COALITION shall not impose any requirement on PROVIDER that exceeds the authority provided under Chapter 1002, F.S., or rules adopted pursuant to Chapter 1002, F.S.

## V. MONITORING, AUDITING, AND ACCESS

29. **Monitoring.** PROVIDER understands that the provisions of this Contract are required to fulfill its obligation to offer the VPK Program, and that COALITION or school district (as applicable) will monitor PROVIDER for compliance with the requirements of offering the VPK Program.
30. **Physical Access.** PROVIDER agrees to allow the Office of Early Learning and COALITION staff or sub-contractors immediate access to the facilities and spaces used to offer the VPK Program during normal business hours.
31. **Records Access.** PROVIDER agrees to allow COALITION staff or sub-contractors and the Office of Early Learning to inspect and copy records pertaining to the VPK Program during normal business hours and upon request by COALITION or the Office of Early Learning.

## VI. MAINTENANCE OF RECORDS, DATA, AND CONFIDENTIALITY

32. **Record Confidentiality.** PROVIDER agrees to protect the confidentiality of child and family records. Information associated with the VPK Program shall only be made available in accordance with the restrictions of s. 1002.72, F.S. For the purposes of records of children enrolled in the VPK Program, this Contract is considered an interagency agreement for the purpose of implementing the VPK Program as described in s. 1002.72 (3)(a), F.S. Accordingly, to the extent that PROVIDER receives VPK records in order to carry out its official functions, PROVIDER must maintain and protect the data as required in s. 1002.72, F.S., and as explained below. Individuals and organizations eligible to receive records include PROVIDER, the parent, COALITION, Office of Early Learning, and other entities identified in s. 1002.72, F.S.
33. **Record Maintenance.** PROVIDER agrees to maintain records, including enrollment and attendance records for children funded by the VPK Program; records of each VPK child, VPK instructor, substitute instructor, or VPK director; and other fiscal records for audit purposes for a period of five (5) years from the date of the last payment for that fiscal year or until the resolution of any audit findings or any litigation related to this Contract, whichever occurs last. PROVIDER may maintain records in an electronic medium and if the PROVIDER does so, then the PROVIDER shall back up records on a regular basis to safeguard against loss.
34. **Record Transfer on Termination.** In the event that PROVIDER permanently ceases to offer the VPK Program before the conclusion of the retention period for VPK records as described in Paragraph 33, whether as a result of unilateral or mutual termination of PROVIDER's eligibility to offer the VPK Program or as a result of PROVIDER ceasing to do business, PROVIDER shall transfer all VPK records required to be maintained under Paragraph 33 to COALITION no later than the close of business on the day PROVIDER ceases to offer the

VPK Program. Failure to remit all VPK records required to be maintained will result in COALITION withholding final payment until the requirements of this paragraph are met.

## VII. COMPENSATION AND FUNDING

35. **Notification of Enrollment.** PROVIDER agrees that it will not receive payment until the provider has entered the certificate of eligibility number into the Provider Portal and the coalition has in turn approved the enrollment of the child through the provider portal.
36. **Attendance Documentation.** PROVIDER agrees to document the daily attendance, to certify the monthly attendance, and to certify the annual cumulative attendance of each child admitted to PROVIDER's VPK Program class(es) in accordance with rules of the Office of Early Learning. PROVIDER agrees that, after the annual cumulative attendance has been certified, the certified annual cumulative attendance may not be disputed for payment purposes.
37. **Parent Attendance Certification.** PROVIDER agrees to require that the parent of each child in the VPK Program verify, each month, the child's attendance on the prior month's certified child attendance, in accordance with the requirements of s. 1002.71(6)(b)2., F.S. PROVIDER agrees to maintain the Child Attendance and Parental Choice Certificates (Forms OEL-VPK 03L or OEL-VPK 03S) which have been signed each month by a parent for each child admitted into PROVIDER's VPK Program class(es) in accordance with the rules of the Office of Early Learning.
38. **Direct Deposit.** PROVIDER agrees to provide information necessary to facilitate direct deposit in order to receive VPK reimbursement for services rendered. PROVIDER agrees to provide alternative reimbursement arrangements if PROVIDER chooses to opt out of Direct Deposit, however the reimbursement may be delayed up to 21 calendar days should the PROVIDER choose to opt out.
39. **Payment Rate.** PROVIDER understands that payments for each child may not exceed the amount of funding for one full-time equivalent (FTE) student, as established by the Florida Legislature, except for extreme hardship reenrollment circumstances described in Rule 6M-8.210, F.A.C. The amount of funding for one FTE student is calculated by multiplying the base student allocation provided in the General Appropriations Act by the county's district cost differential. The formula for FTE calculation is subject to revision by the Legislature during the course of the program year. In the event that a change of ownership or transfer of a VPK program has occurred and payment, including advance payment, has been made, the succeeding VPK provider shall not receive funding, that combined with the funds already dispersed to the preceding VPK provider(s), would exceed the funding for one full-time (FTE) for each child enrolled.
40. **Advance Payment Option.** PROVIDER understands that PROVIDER will receive monthly payments in accordance with the rules of the Office of Early Learning. PROVIDER further understands that PROVIDER may elect to receive monthly advance payments based on the number of children enrolled in the PROVIDER's VPK Program class(es) by checking the appropriate box for each program:

**School Year Program**

- ☐ PROVIDER elects to receive monthly advance payments for the school year program and understands that advance payments will be reconciled and adjusted in accordance with the rules of the Office of Early Learning.
- ☒ PROVIDER elects **not** to receive monthly advance payments for the school year program.
- or
- ☐ PROVIDER does not intend to offer the school year program.

**Summer Program**

- ☐ PROVIDER elects to receive monthly advance payments for the summer program and understands that advance payments will be reconciled and adjusted in accordance with the rules of the Office of Early Learning.
- ☒ PROVIDER elects **not** to receive monthly advance payments for the summer program.
- or
- ☐ PROVIDER does **not** intend to offer the summer program.

41. **Final Payment.** PROVIDER understands that COALITION will not issue a final payment to PROVIDER for the VPK program year until PROVIDER certifies the annual cumulative attendance of each child enrolled in PROVIDER's VPK Program in accordance with the rules of the Office of Early Learning.
42. **Overpayment.** PROVIDER agrees that, if the end-of-year reconciliation of payments reveals that PROVIDER received payments in excess of the amount owed to PROVIDER, COALITION will offset the overpayment against the final payment owed to PROVIDER for the program year and any future payments issued to PROVIDER for early learning programs. If PROVIDER ceases to offer early learning programs before the overpayment is fully offset, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER will be subject to collection efforts. The PROVIDER understands that in the event where the EIN has changed or a change of ownership has occurred and the previous owner has not completed repayment, the PROVIDER accepts financial responsibility for any outstanding balance as a result of the cumulative attendance recorded for each child enrolled in the VPK program.
43. **Attendance Documentation Submission.** PROVIDER agrees to submit monthly attendance certification in accordance with Rule 6M-8.305, F.A.C., for payment. PROVIDER agrees to

submit all required attendance records to COALITION on or before the 3rd business day of each month. If the due date falls on a holiday, PROVIDER agrees to submit all required attendance records to COALITION on the preceding business day. Records submitted late will be processed and paid in the next payment cycle.

44. **Reimbursement Summary Review.** PROVIDER agrees to review the reimbursement summary provided with the monthly reimbursement statement. PROVIDER agrees to report to COALITION any discrepancy, overpayment, or underpayment within sixty (60) calendar days of transmission of the reimbursement summary.
45. **Closures.** PROVIDER agrees compensation for temporary closures will be handled in accordance with Office of Early Learning Rule 6M-8.204(5), F.A.C.
46. **Disallowed Costs.** PROVIDER understands expenditures submitted for reimbursement shall be disallowed if PROVIDER does not adhere to the provisions governing the VPK Program as described in paragraph 5. Any disallowed expenditure may be deducted from any future reimbursement. PROVIDER agrees to return to COALITION any funds received as a result of error or overpayment or disallowed cost. If PROVIDER ceases to offer the VPK Program before the payment is fully recovered, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER will be subject to collection efforts and fraud restitution.
47. **Head Start Agencies.** If PROVIDER is a Head Start Agency, PROVIDER understands that, in accordance with federal law, PROVIDER's Head Start programs must be "in addition to, and not in substitution for, comparable services previously provided without Federal assistance." (42 U.S.C., s. 9835(c))
48. **Title 20 Schools.** If PROVIDER receives federal funds under Title 20, United States Code, ss. 6311-6322, PROVIDER understands that, in accordance with federal law, PROVIDER may use "Federal funds to supplement, [but] not [to] supplant non-Federal funds." (20 U.S.C., s. 6314(a)(3)(B)).

#### **VIII. PROVISIONS FOR PROVIDER PROBATION**

49. **Readiness Rates.** PROVIDER understands that, in accordance with s. 1002.69(5), F.S., the Office of Early Learning will annually issue kindergarten readiness rates to each PROVIDER. PROVIDER understands that if it, or any of its providers listed in Exhibit 1, receives a kindergarten readiness rate which falls below the minimum readiness rate established by the Office of Early Learning, in accordance with s. 1002.67(4)(c)1., F.S., PROVIDER or any of its PROVIDERS listed in Exhibit 1 will be placed on probation and must submit an improvement plan and/or annual progress report for approval to either the school district or COALITION in accordance with rules adopted by the Office of Early Learning or be removed from eligibility to offer the program type for five (5) years. In the event that PROVIDER fails to meet the minimum readiness rate for a program type (school-year or summer) three consecutive times, in accordance with s. 1002.67(4)(c)3, F.S., PROVIDER will be removed from eligibility to offer the program type for five (5) years unless PROVIDER is granted a good cause exemption by the Office of Early Learning. If a PROVIDER is removed from summer eligibility, then this Contract is considered void for that PROVIDER's summer program type of the program year.
50. **Probation.** PROVIDER understands that in accordance with s. 1002.67(4)(c)2, F.S., PROVIDER on probation must continue the corrective actions in its improvement plan, including the use of an approved curriculum or a staff development plan, until PROVIDER

meets the readiness rate. Failure to do so will result in the termination of PROVIDER's contract and the PROVIDER losing eligibility to deliver the VPK Program for five (5) years.

## IX. FINANCIAL CONSEQUENCES

- 51. Financial Consequences.** As a result of PROVIDER's failure to provide the minimum level of services required by this Contract, COALITION shall temporarily withhold reimbursement, disallow all or part of services not in compliance with the terms of this Contract, or terminate the Contract.

## X. NONDISCRIMINATION

- 52. Discrimination Prohibited.** PROVIDER agrees to comply with the antidiscrimination requirements of 42 U.S.C. s. 2000d, regardless of whether PROVIDER receives federal financial assistance. PROVIDER agrees not to discriminate against a parent or child, including the refusal to admit a child for enrollment in the VPK Program, in violation of the antidiscrimination requirements.

## XI. TERMINATION AND NONCOMPLIANCE

- 53. Noncompliance Determination and Corrective Action Notice.** If COALITION determines PROVIDER has failed to comply with the provisions governing the VPK Program as described in paragraph 5. or the requirements of this Contract, and COALITION concludes that corrective action will resolve the failure to comply, COALITION must notify PROVIDER in writing. ("Corrective action" means implementation of specific action(s) designed to correct the failure to meet a specific requirement.) The notice must identify the specific requirement(s) which PROVIDER failed to meet and describe how PROVIDER failed to meet each requirement. In addition, the notice must provide a detailed description of any required corrective action and set a deadline for completion of the corrective action. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 60. Upon determining that the PROVIDER has completed the corrective action, the COALITION shall notify the PROVIDER in writing. If the PROVIDER has not satisfactorily implemented its corrective actions by the end of this Contract, the PROVIDER will still be held accountable for implementing the remainder of the corrective actions if the PROVIDER remains eligible to deliver VPK and executes a new contract with the COALITION.

- 54. Termination for Cause.**

**a. Basis of Termination for Cause.** PROVIDER agrees that COALITION has the right to terminate this Contract for cause at any time. The following are grounds for termination for cause: (a) Action, or lack of action, which threatens the health, safety or welfare of children; or cited for a Class I violation by the Department of Children and Families or local licensing agency as applicable (b) The material failure to comply with one or more of the terms of this Contract, including failure to implement corrective action; (c) The refusal to accept any notice described under this Contract which COALITION is required to send to PROVIDER; or (d) Reasonable or probable cause for COALITION to suspect that fraud has been committed by PROVIDER as described in paragraph 59.

**b. Notice of Termination for Cause.** In order to terminate PROVIDER for cause, COALITION must send a written notice of termination for cause to PROVIDER. Such notice must be sent, with proof of delivery, at least five (5) business days before termination. The notice must state the date of, and the specific basis for, termination. Finally, the notice must

state that PROVIDER may request a review of the determination as described in paragraph 60. Notwithstanding PROVIDER's refusal of delivery of the notice, this Contract shall be terminated on the date identified in the notice. COALITION shall document any refusal of delivery.

- 55. Emergency Termination.** COALITION must immediately terminate this Contract on an emergency basis upon a notification by the Department of Children and Families (DCF) or local licensing agency or accreditation body actions or inactions of a PROVIDER that pose an immediate and serious danger to the health, safety, or welfare of children. COALITION will terminate this Contract on an emergency basis by sending PROVIDER written notice of emergency termination at least twenty-four (24) hours prior to termination. The written notice must specifically state the basis of COALITION's emergency termination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 60.
- 56. Revocation of Eligibility.**
- a. In accordance with s. 1002.67(4)(b), F.S., if PROVIDER's Contract is terminated under paragraph 53 or 54, COALITION may revoke PROVIDER's eligibility to deliver the VPK Program for a period of five (5) years. The only statutorily authorized period of revocation is for five (5) years (s.1002.67(4), F.S.). In determining whether to revoke PROVIDER'S eligibility, the COALITION shall consider the following factors: the severity of the PROVIDER'S actions leading to the termination of the contract, the health, safety and welfare of children enrolled at the PROVIDER, the financial impact of the PROVIDER'S actions, the impact that the revocation would have upon the local community, consistency with COALITION'S actions against other PROVIDERS for similar violations of the Contract or program requirements, the length of time that PROVIDER provided services under the contract with the COALITION, and whether the PROVIDER had previously violated the terms of this Contract and prior contracts with the COALITION. COALITION shall provide notice of its intent to revoke PROVIDER'S eligibility at the same time that it provides written notice of intent to terminate the contract to PROVIDER.
  - b. The PROVIDER agrees that in the event that this contract is terminated under the provisions of paragraphs 54 or 55, and the PROVIDER's eligibility is not revoked for a period of five (5) years under paragraph 56 part a, the parties may not enter into another contract for VPK services for the remainder of the contract term of this contract.
- 57. Termination of Contract by Provider.** PROVIDER and COALITION may agree to terminate this Contract by mutual consent or PROVIDER may unilaterally terminate this Contract at will. Written notice of termination must be given at least thirty (30) calendar days before the termination date in order for the COALITION to make alternative arrangements for uninterrupted services for children served under this Contract. If sufficient notice of termination is not provided, COALITION may refuse to issue the final reimbursement payment to PROVIDER. If PROVIDER unilaterally terminates this Contract during the pendency of an inquiry due to suspected noncompliance with part V or part VI of chapter 1002, of the Florida Statutes or chapter 6M-4, 6M-8, or rules 6A-1.09433 and 6A-6.03033, F.A.C., the COALITION may revoke the PROVIDER'S eligibility to offer the VPK program for a period of 5 years in accordance with s. 1002.67(4) and 1002.88(2), F.S. if the noncompliance is upheld by the early learning coalition review committee.
- 58. Legislative Appropriation.** Any obligation for payment under this Contract is contingent upon an appropriation by the Florida Legislature. If funds required to finance this Contract are



unavailable, COALITION shall terminate this Contract after providing written notice, with proof of delivery, at least twenty-four (24) hours before termination of this Contract. In the event of termination of this Contract under this paragraph, PROVIDER shall be paid for the documented VPK hours completed prior to termination of this Contract.

**59. Fraud.**

**a. Suspension for Suspected Fraud.** In accordance with s. 1002.91(4), F.S., COALITION may suspend or terminate PROVIDER from participation in the VPK Program when it has reasonable cause to believe that PROVIDER has committed fraud. PROVIDER may request a review of COALITION's determination to suspend PROVIDER as described in paragraph 59. This review shall be limited to a determination of whether the COALITION has reasonable belief fraud occurred. If suspended, PROVIDER shall remain suspended until the completion of any investigation by the Office of Early Learning, the Department of Financial Services, or any other state or federal agency, and any subsequent prosecution or other legal proceeding.

**b. Termination for Fraud.** In accordance with s. 1002.91(5), F.S., if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., the COALITION shall refrain from contracting with, or using the services of, PROVIDER for a period of 5 years. In addition, COALITION shall refrain from contracting with, or using the services of, any provider that shares an officer or director with a provider that is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S. for a period of five (5) years.

**c. Termination for National Disqualification.** In accordance with s. 1002.91(7), F.S., if PROVIDER is placed on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause. In addition, if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause.

**60. Due Process Procedures.** PROVIDER may request a review of determinations made by COALITION under this Contract. Reviews will be conducted in accordance with Exhibit 2, Due Process Procedures. While a request for a review is being examined, PROVIDER is not required to implement corrective action. In accordance with s. 1002.75(1), PROVIDER may not offer any VPK Program services while a request for a review regarding termination of PROVIDER's VPK Statewide Contract is being examined.

**61. Severability of Provider Location.** If PROVIDER has executed this Contract on behalf of multiple locations and one or more of the locations is terminated pursuant to Section XI of this Contract, then in lieu of re-executing a new contract for the remaining locations, COALITION may modify Exhibit I to indicate which location(s) previously part of this Contract has been removed by striking through the location(s), initialing and dating in the "official use only" column. COALITION shall provide a copy of Exhibit 1 showing any stricken locations to PROVIDER. This Contract will remain in force and effect as to all locations in Exhibit 1 which are not stricken.

**62. Litigation and Venue.** In the event that PROVIDER believes that this Contract has been inappropriately terminated, or in the event of a breach of this Contract, any available remedies may be pursued in a court of competent jurisdiction. COALITION and PROVIDER agree that

any litigation related to this Contract which is brought by COALITION or PROVIDER will be brought in a county within COALITION's geographical service area.

## **XII. NOTIFICATION**

- 63. Information Change Notification.** PROVIDER agrees that it will comply with each of the following notification requirements:
- a. Providing notice of class transfers of children at the same provider location within fourteen (14) calendar days;
  - b. Providing notice of changes to information provided on Forms OEL-VPK 10, OEL-VPK 11A, and OEL-VPK 11B within fourteen (14) calendar days after the information changes in accordance with Rule 6M-8.300, F.A.C.;
  - c. Submitting documentation demonstrating temporary closure by the close of business on the first day that a closing occurs and submitting documentation demonstrating subsequent reopening within two (2) business days after reopening;
  - d. Providing notice and documentation specifying reasons for dismissal of children within fourteen (14) calendar days;
- 64. CCR&R Participation.** PROVIDER agrees to provide program and business information annually for inclusion in the Child Care Resource and Referral (CCR&R) Network and is responsible for ensuring that COALITION has up-to-date business and contact (including emergency contact) information. This information shall be provided in the Provider Portal.
- 65. Unusual Incident Notification.** PROVIDER agrees to report unusual incidents to COALITION by no later than the close of business on the next business day of the unusual incident and to submit a written report to COALITION within three (3) business days from the date of the incident. For licensed providers, sending a copy of the incident report submitted for DCF to COALITION shall constitute compliance with this paragraph. An unusual incident is any significant event involving the health and safety of children under PROVIDER's care. Examples of unusual incidents include: accusations of abuse or neglect against PROVIDER or PROVIDER's staff; the injury of a child which requires professional medical attention at PROVIDER's site or written notification from the child's parent that the child received professional medical attention; and when PROVIDER receives notice of litigation where PROVIDER is a named party or defendant that relates to PROVIDER's operation of VPK services.
- 66. Notification of Disqualification or Public Assistance Fraud.**
- a. PROVIDER shall notify COALITION within five (5) calendar days if PROVIDER is placed on the United States Department of Agriculture National Disqualified List, or if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.
  - b. PROVIDER shall notify COALITION within five (5) calendar days if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S.

## **XIII. INDEMNIFICATION**

OEL-VPK 20 (October 2018)  
6M-8.301, F.A.C.

Statewide Voluntary Prekindergarten Provider Contract

67. **Indemnification.** PROVIDER shall be fully liable for and indemnify, defend and hold harmless COALITION, Office of Early Learning and all of their officers, directors, agents, contractors, subcontractors and employees from and against any and all third-party claims, suits, actions, damages, judgments and costs that arise whether in law or in equity, from any of the PROVIDER's agents, subcontractors or employees' acts, actions, neglect or omission during the performance or operations under this Contract or any subsequent modification thereof. This includes attorney's fees and costs. This indemnification holds whether liability is direct or indirect and whether damage is to any person or real or personal tangible or intangible property. If PROVIDER is a state agency or a subdivision thereof, as defined in s. 768.28(2), this paragraph is limited to the extent permitted by s. 768.28, F.S.

#### **XIV. SEVERABILITY**

68. **Severability.** If any provision of this Contract is held to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions remain in full force and effect.

#### **XV. AMENDMENTS**

69. **Only Authorized Amendments.** Only authorized attachments, amendments, or supplements to this Contract are authorized or permitted including those specifically incorporated by reference in this form, such as Exhibit 1, Provider Location List; Exhibit 2, Due Process Procedures; Form OEL-VPK 20A, Amendment to the Statewide Voluntary Prekindergarten Provider Contract; and Form OEL-VPK 20PP or Form OEL-VPK 20PS, as described in paragraph 7.

#### **XV. EXECUTION OF CONTRACT**

In accordance with ss. 1002.55(3)(i), 1002.61(3)(b), and 1002.63(3)(b), F.S., PROVIDER has caused this Contract to be executed as of the date set forth in Paragraph 1. By signing below, PROVIDER hereby certifies that PROVIDER has read and understood this Contract. PROVIDER certifies that all information provided is true and correct and agrees that noncompliance with the requirements of the VPK Program, which include the requirements of this Contract, and all Exhibits and authorized attachments, shall result in corrective action, withholding of funds, or termination of this Contract at the discretion of COALITION, in accordance with Section XI.

**Warranty of Authority.** Each person signing this contract warrants that he or she is duly authorized to do so and to bind the respective party to the contract.

\_\_\_\_\_  
**Signature of President/Vice President/  
 Secretary/Officer/Owner/Principal/or Other  
 Authorized Representative**

☐ By Electronic Signature

\_\_\_\_\_  
**Superintendent of Schools**  
 \_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Provider's Additional Signatory (If required  
 by the Provider)**

☐ By Electronic Signature

\_\_\_\_\_  
**Board Chairman**  
 \_\_\_\_\_  
**Title**

\_\_\_\_\_  
 Ted L. Roush  
 \_\_\_\_\_

**Print Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
 Ed daSilva  
 \_\_\_\_\_

**Print Name**

\_\_\_\_\_  
**Date**

"Approved as to Form and Sufficiency  
 BY

BY

Leonard J. Dietzen, III

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

\_\_\_\_\_  
**Provider's Additional Signatory (If required  
 by the Provider)**

☐ By Electronic Signature

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

COALITION has caused this Contract to be executed as of the date set forth in Paragraph 1.

\_\_\_\_\_  
**Signature of Authorized Coalition  
 Representative**

☐ By Electronic Signature

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

**Exhibit 1: Provider Location List**

**Provider Legal Name:** Suwannee County School Board (doing business as)

If PROVIDER is executing this Contract on behalf of one physical location, mark this Exhibit "Not Applicable" in the box below.

☐

**Not Applicable**

If PROVIDER is a school district executing a single Contract on behalf of multiple public school VPK providers or if PROVIDER is executing a single Contract on behalf of multiple private VPK sites within COALITION's service area, PROVIDER shall complete a Provider Location List in a table format with the following columns:

- A. Location Number (optional)
- B. Location Legal Name
- C. Doing Business As Name (if applicable)
- D. Physical Address
- E. Employer Identification Number (EIN)
- F. School Year (Y/N)
- G. Summer (Y/N)
- H. Official Use Only (for coalition use)

**Exhibit 2: Due Process Procedures**

Provider Legal Name: Suwannee County School Board

**1. Purpose of Exhibit.** Early Learning Coalitions are responsible for the local implementation of early learning programs funded with state and federal funds, such as the School Readiness Program and Voluntary Prekindergarten Education Program. Providers of such early learning programs may request a review of determinations made by an Early Learning Coalition in accordance with the due process procedures described below.

**2. Request for Review Hearing.** If a provider disputes any action taken by the Coalition pursuant to the terms of the Statewide Voluntary Prekindergarten Provider Contract, the provider may request a review hearing in writing by sending it to the contact person listed in the Coalition's action. A review hearing is a "meeting" for the purposes of the Sunshine Law which is subject to public notice. During a review hearing, the provider will have a reasonable opportunity to address Coalition staff-persons or sub-contractor staff regarding the Coalition's action and to present supporting evidence before a Review Hearing Committee. Provider may have an attorney present at the review hearing to represent or advise the provider.

**a. Content of Request for Review Hearing.** The request for review hearing must state: the name and contact information of an individual authorized to provide information and binding responses on behalf of provider; the specific action by the Coalition that the provider disputes, the specific reasons for the provider's belief; and whether the provider will be represented by an attorney or another individual during the review hearing.

**b. Request Time.** The provider's request for a review hearing must be submitted in writing to the Coalition within five (5) business days of receipt of notice of the determination which the provider believes to be incorrect.

**c. Supporting Documentation.** The provider must send copies of any written documentation supporting the claims of the provider. Examples of relevant documentation may include, but are not limited to, attendance documentation, notarized attestations from parents, documentation from licensing or accrediting bodies, documents demonstrating dates of information submission, and a proposed corrective action plan.

**3. Implementation of Review.** If the Coalition receives a request for review hearing from the provider, the Coalition must address the request by taking the following steps.

**a. Assignment of Review Hearing Committee.** Within three (3) business days of receipt of a request for review hearing, the Coalition must assign a Review Hearing Committee to complete the review. The Review Hearing Committee must be composed of at least three but no more than five members of the Coalition Board. The Chair of the ELC shall appoint the Review Hearing Committee and shall name the chair of the committee. At least one of the members must be a mandatory member as set forth in section 1002.83(4) and at least one other member shall be one of the provider representative members. If all attempts have been made by the Coalition to schedule among the selected Review Hearing Committee members potential dates for the hearing and neither provider representative from the Coalition Board is available, then the requirement for a provider representative will be waived for this hearing and the minutes of the Review Hearing Committee will document that the Coalition made every attempt to have a provider representative member included but was unable to do so for this hearing.

**b. Response to Request for Review Hearing.** Within five (5) business days of receipt of the request for review hearing, the Coalition must respond to the provider in writing, return receipt requested. The notice must include at least three (3) proposed dates and times for the review hearing which must be within forty-five (45) days of the date of receipt of the request for review hearing. The notice must also state that the review hearing may be conducted in person at a location designated by the Coalition or via any method of telecommunications, as long as the public is given reasonable access to observe and, when appropriate, participate. Finally, the notice must state whether or not all of the Coalition staff persons or sub-contractor staff whom the provider wishes to have present during the hearing will be made available. If any individual who the provider requested to have present is not available, the Coalition must make available an individual who is qualified to address the subjects the provider wished the individual to address.

**c. Date and Location Selection.** Within five (5) business days of receipt of the response to a request for review hearing, the provider must inform the Coalition of the date and time which it selects for the review hearing and whether the provider will attend the meeting in person or via a method of telecommunication. Within five (5) business days of receipt of the response to a request for review hearing, if the provider is unable to attend any of the proposed dates and times for the review hearing, the provider must submit written notice which states the specific reasons that provider is unable to attend and must contact the Coalition to select a mutually agreed upon date for the review hearing. If the provider does not inform the Coalition of the date and time within the required time period, then the process is considered complete and the request is denied.

**d. Conducting the Review Hearing.** The Review Hearing Committee shall assess the claim(s) the provider made in its request for review by examining all information and documentation submitted by the provider. The provider must be given a reasonable opportunity to question Coalition staff-persons or sub-contractor staff regarding the determinations of the Coalition and to present evidence before the Review Hearing Committee. The Coalition will also be provided a reasonable opportunity to submit evidence to rebut any claims made by the provider.

**e. Notice of Review Hearing Committee Decision.** Following completion of the presentation by the provider and the Coalition, the Review Hearing Committee will vote regarding each of the provider's claims. The decision of the Review Hearing Committee is final. In its' deliberations, the Review Hearing Committee must determine:

i. If the determination made by the Coalition was correct, in whole or in part, or incorrect.

ii. If no part of the determination made by the Coalition was correct, then the provider is not required to take further action.

iii. If any part of the determination made by the Coalition is correct, the Committee must identify the portion(s) determined to be correct and as applicable, decide:

A. If corrective action is necessary, that the provider must take corrective action in regard to the part(s) which the Review Hearing Committee determines to be correct; and the revised deadlines for completion of the corrective action (s); or

B. If the provider's eligibility to offer the Voluntary Prekindergarten Education

Program will be terminated, the date of termination.

**f. Notice of Review Hearing Conclusion.** The Chair of the Review Hearing Committee shall ensure a written notice of the review hearing conclusion is prepared. The written notice must state the outcome of the Review Hearing Committee's vote regarding each of the provider's claims. In addition, the notice must specifically state the reasons supporting the Review Hearing Committee's conclusions. The dates for either corrective action to be completed, or termination of eligibility to offer the Voluntary Prekindergarten Education Program shall be included in the notice. The Chair of the Review Hearing Committee shall approve the notice and ensure it is made public within ten business days of the conclusion of the Review Hearing.



## Exhibit 1: Provider Location List

Provider Legal Name: Suwannee County School Board

Location Number	Location Legal Name	Doing Business As	Physical Address	EIN	Summer	School Year	Office Use
16215	Suwannee County School Board	Suwannee Riverside Elementary	1729 WALKER AVE SW STE 200 LIVE OAK, FL 32064-4059	596000872	Y	Y	
16427	Suwannee County School Board	Branford Elementary School	26801 STATE ROAD 247 BRANFORD, FL 32008-2684	596000872	Y	Y	
16428	Suwannee County School Board	RIVEROAK Technical College	412 PINWOOD DR SW LIVE OAK, FL 32064	596000872	Y	Y	
21125	Suwannee County School Board	Suwannee Springcrest Elementary	1419 Walker Ave SW Live Oak, FL 32064	596000872	Y	Y	
21126	Suwannee County School Board	Suwannee Pineview Elementary	1748 S Ohio Ave Live Oak, FL 32064	596000872	Y	Y	



**STATE OF FLORIDA  
STATEWIDE VOLUNTARY PREKINDERGARTEN  
PROVIDER CONTRACT  
PUBLIC SCHOOL ATTACHMENT FORM OEL-VPK 20PS**

## **I. PARTIES AND TERMS OF CONTRACT ATTACHMENT**

1. **Parties.** This document is executed as an Attachment to the Contract made and entered into the 6th day of July, 2020, by and between the Early Learning Coalition of Florida's Gateway (herein referred to as "COALITION"), and Suwannee County School Board (herein referred to as "PROVIDER"), with its principal offices located at 1740 OHIO AVE S LIVE OAK, FL 32064-4500.
2. **Provider Type.** This attachment is designed for use by public school districts and/or public schools. If a VPK site under this Contract is a charter school, the COALITION shall confirm that VPK is in its charter before use of this attachment.

## **II. PUBLIC SCHOOLS**

3. **Monitoring Assurance.** The school district certifies that it will ensure each public school PROVIDER complies with statute, rules and this Contract and certifies that it will require corrective action plans from each public school PROVIDER upon failure to comply with the terms of statute, rule or this Contract. The school district may choose to designate COALITION to monitor its public school VPK providers if agreed upon by COALITION.

PROVIDER is a (check one):

- ☒ Public school district which chooses to monitor its public school VPK providers.
- ☐ Public school district which designates COALITION to monitor its public school VPK providers.
4. **Summer Funding.** Each district's funding for the summer program shall be modified from the terms of Paragraph 2 of the Contract (Form OEL-VPK 20) in accordance with s. 1002.71 (3)(d), F.S.
  5. **Transportation funding.** A student enrolled in the VPK Program may not be reported under s. 1011.68, F.S. for student transportation funds.
  6. **School District Authorization.** An authorized school district representative must be a signatory of this Contract.



# FLORIDA GATEWAY COLLEGE

**FLORIDA GATEWAY COLLEGE  
AND  
SUWANNEE COUNTY SCHOOL DISTRICT, Out-of-District  
2020 – 2021  
DUAL ENROLLMENT ARTICULATION AGREEMENT**

## **SECTION I**

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

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

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

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

### **A. COURSE PROGRAM OFFERINGS**

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

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

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

- b. **Career Dual Enrollment:** Students in grades 6 – 12 qualify who are seeking a degree and industry certification through a career education program or course. The student is also earning industry certifications adopted pursuant to s. 1008.44, Florida Statutes (F.S.), which count toward the high school diploma. Students may be part-time or full-time in Career Dual Enrollment.
- c. **Early Admissions:** Dual Enrollment permitting high school students to enroll in college or career courses on a full-time basis. Students who qualify will earn both high school and college/career credits for courses completed. Participation in the **Career Early Admission** program shall be limited to students who have a minimum of four (4) semesters of full-time secondary enrollment, including studies undertaken in the ninth grade.
- d. **Credit by Examination:** Students will be eligible for college credit based on the receipt of a specified minimum score on a nationally standardized general or subject area examination.
- e. **The International Baccalaureate Program:** Secondary students will be eligible who are enrolled in a program of studies offered through the International Baccalaureate Office at their high school. College credit will be awarded as determined by the **School Board** and the **College Board of Trustees**.
- f. **Career Pathways Program:** Secondary students in grades 9-12 are eligible to participate in the Career Pathways Program. The promotion of the program and the revision of Career Pathways Articulation Agreements is a collaborative effort between all the consortium partners. Guidance counselors register students in an articulated, sequential program of study (including a technical component), which leads to continued study at the postsecondary level. Career Pathways programs consist of four years of high-level academic and technical courses at the high school level, articulated (or connected) with continued high-tech training in college, often resulting in an industry level certification. Students prepare for postsecondary training by following a program of study as outlined in the Career Pathways Articulation Agreements between the **School Board** and the **College**. Per the Gold Standard Career Pathways Articulation Agreements of Industry Certification to AS Degree in 2020 – 2021, high school students successfully completing the high school portion of the Career Pathways Program can earn college credits which may be used in a

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

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

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

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

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

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

*be required to repeat the course the next eligible term along with any other program related course work or repeat the failed course and only the failed course the next term. When the student successfully completes the failed course, they may continue with any other program related course work in successive terms.* All grades, including “W” for withdrawal, count as course attempts and become part of the student’s college transcript; they may affect subsequent postsecondary admission. ***If the student receives a second ‘D’, ‘F’ or ‘W’ in any course, Dual Enrollment eligibility will end. If a student makes the two in one term, eligibility for Dual Enrollment will end.*** No late withdrawals will be accepted if they were not received in the Dual Enrollment office by the deadline stated in the Approved DE Academic Calendar, posted by the **College**.

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

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

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

## **B. STUDENT ELIGIBILITY CRITERIA**

1. The **School Board** shall identify the students qualified for participation in the Dual Enrollment Program. Students must demonstrate academic capabilities to pursue college level instruction.
2. In order to be eligible for participation in the Dual Enrollment Program, a student must:
  - a. be in grades 6 – 12;
  - b. no student will be eligible to enroll into classes through the Dual Enrollment Program beyond their 19<sup>th</sup> birthday;
  - c. have a minimum ACT/SAT/PERT/TABE test score as established by the **College**. As specified in Section 1008.30, Florida Statutes, students who do not achieve the minimum test score in basic computation (math) and communication (English and reading) skills areas cannot take college credit courses in mathematics and English respectively or any courses for which college credit English, reading or math is a prerequisite. **Eligible test scores for all three (3) sections are required to participate in Dual Enrollment.**

- d. meet with the high school guidance counselor or **Board** designee, complete the Dual Enrollment/Early College Application for Admission form, and be approved to enroll by the Director of Student Engagement. Dates will be posted at High Schools and in the Approved DE Academic Calendar, posted by the **College**. Application forms must be approved prior to the published college deadlines.
  - e. complete Dual Enrollment/Early College registrations by the end of the Add/Drop period for each term as listed in the Academic Calendar published by the **College**.  
  
The **College** will consider a request from the guidance counselors for dropping a course after the first week of classes. This will be done on a case-by-case basis and must be approved by the appropriate **College** vice president. If approved, the result will be a drop for the student, not a withdrawal.
  - f. comply with the requirements specified in the County School District's "Student Progression Plan."
3. For the Associate in Arts (A.A.) Degree Program the student must:
- a. have a minimum of 3.0 unweighted GPA based on the 4.0 scale,  
or  
be recommended by the high school principal or designee, based upon evidence of the outstanding interests and aptitudes of the student, and with the concurrence of the **College**.
  - b. register only for required or elective courses in the A.A. Degree Program.
4. For the Associate in Science (A.S.) Degree and College Credit Certificate (C.C.C.) programs the student must:
- a. have a minimum of 3.0 unweighted GPA based on a 4.0 scale,  
or  
be recommended by the high school principal or designee, based upon evidence of the outstanding interests and aptitudes of the student, and concurrence of the **College**.
  - b. meet all program entrance requirements as stated in the **College** catalog.
  - c. register only for courses in the A.S. degree program or electives approved by the **College** division administrator of the A.S. degree program to which the Dual Enrollment student has been admitted.
5. For Technical Certificate Programs and Applied Technology Diplomas (A.T.D.) the student must:
- a. have a minimum 2.0 unweighted GPA based on a 4.0 scale  
or  
be recommended by the high school principal or designee, based upon evidence of the outstanding interests and aptitudes of the student, and with the concurrence of the **College**.
  - b. meet all specific program entrance requirements as stated in the **College** catalog.



6. For Bachelor Degree Programs:
  - a. Have successfully completed the associate's degree prior to admission into the Bachelor program
  - b. No bachelor level courses can be taken prior to admission into the program. Exceptions to the above paragraphs 2, 3, 4, and 5 will be subject to careful examination of student qualifications by the high school counselor, principal, the appropriate **College** division administrator, and Director of Student Engagement.
7. The high school principal or designee will certify students eligible for Dual Enrollment. If students drop below a 2.0 cumulative **College** GPA, it is at the discretion of the guidance counselor/designee to allow them one semester to achieve at least a 2.0 cumulative **College** GPA to maintain eligibility in the Dual Enrollment Program.
8. Students will be considered high school students for the purpose of student activities and student body privileges.
9. Dual Enrolled students may be issued a college I.D. and afforded all the privileges thereof.
10. If a student leaves your DE program/school, notify the DE office in writing as soon as possible as the student account will need to be changed. Written notification will be required to have the student continue in the DE program.

#### **C. CALENDAR**

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

**D. DUAL ENROLLMENT FACULTY**

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

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

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

#### E. COST

1. A student who is enrolled in a dual enrollment or early admission program through a public postsecondary institution or state university is exempt from the payment of tuition and fees, pursuant to s. 1009.25, F.S. The fee exemption includes application, registration, tuition, and laboratory fees for courses taken through dual enrollment.
2. For dual enrollment courses offered on a public postsecondary institution campus, the **School Board** pays the standard rate of tuition per credit hour from the Florida Education Finance Program (FEFP). Currently, the standard rate of tuition at a public postsecondary institution is \$71.98 per credit hour. This cost is associated with dual enrollment students taking classes on the **College** campus and/or taking online classes through the **College**.

3. For dual enrollment courses offered on the high school campus by college faculty, the **School Board** must reimburse the **College** for costs associated with the proportion of salary and benefits to provide instruction. When dual enrollment courses are provided on the high school campus by a high school teacher, the **School Board** is not responsible for payment to the **College**.
4. For dual enrollment students enrolled in programs leading to a career certificate or applied technology diploma, the standard rate of tuition currently is **\$2.33** per contact clock hour.
5. The **School Board** will only pay the standard rate of tuition from funds provided in the Florida Education Finance Program to the **College** during fall and spring terms. The **School Board** does not pay the **College** the standard rate of tuition during the summer terms, as FEFP funds are not provided to the **School Board** during the summer. This does not preclude the **College** from offering dual enrollment courses during the summer terms. **Beginning Summer 2021, summer enrollment for Dual Enrollment students will be limited to 2 courses.**
6. The Board of Trustees at the **College** shall establish, publish, collect, and budget student fees, and shall establish dates for paying fees. The dates shall be not later than the last day of the drop and add periods established by the Board. When the **College** has a written promise of payment from business, industry, government unit, nonprofit organization, or civic organization, fees may be deferred as determined by the **College** Board of Trustees.
7. Various sponsors and agencies agree in writing to pay for a student's tuition, fees, books, and/or supplies. These agreements take the form of letters, purchase orders, memos of understandings, formal contracts and/or authorization documents which stipulate the education expense that the agency or sponsor will pay.
8. Students with funding for tuition and fees from sponsoring agencies or organizations must have a written authorization (verbal agreements are unacceptable) from the agency on file with the business office before the student's tuition and fees may be incurred. Once the authorization is on file, tuition, fees and book costs of the student will automatically be applied to the sponsor's account and an invoice generated to the sponsor for payment.
9. Charges for tuition, fees, books and supplies may be deferred and held in accounts receivable from the last day of any registration period up to sixty (60) days but not beyond the end of the class for those students for whom the **College** has received a written authorization for payment from a business, industry, governmental unit, non-profit organization, or civic organization.
  - Faculty supplied by the **College** will be compensated directly by the **College** in accordance with the appropriate college salary schedule.

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

## F. ENROLLMENT PROCEDURES

1. The Director of Enrollment Management and Director of Student Engagement shall coordinate the admission of Dual Enrollment students.
2. The **College** will provide academic advisement services regarding the **College's** educational programs to students participating in the Program.
3. All students must complete a **College** Dual Enrollment/Early College Application for Admission form by the dates listed above in Students Eligibility Criteria, B2(d).
4. All students must complete their registrations, with guidance counselor approval, for each term through their MyFGC accounts no later than the published dates in the **College** Academic Calendar.
5. Approval and acceptance of the Dual Enrollment registration by the high school representative will constitute recertification of the student's Dual Enrollment eligibility.
6. Students seeking academic modifications due to a disability are required to register with the Accessibility Services Office (ASO). They should make an appointment to meet with the **College** Coordinator of Accessibility Services and provide recent, relevant and comprehensive documentation from an appropriate health care provider or professional. While an Individualized Educational Plan (IEP) may be provided, the IEP and the 504 Plan are not generally considered adequate documentation, services may be provided to support accommodations received at the High School. The **College** and High School will work in cooperation to provide the appropriate services the student will need based on the delivery mode of the course (i.e., classroom, online, hybrid).
7. The **College** Dual Enrollment course report will be provided to the high schools for textbook review.
8. The student must complete all sections of entry-level examinations required per Section 1008.30, Florida Statutes and the **College**. Students must satisfy the college preparatory testing requirements of Rule 6A-10.0315, F.A.C., which is hereby incorporated by reference. Students, who have been identified as deficient in basic competencies in one of the areas of reading, writing, or mathematics, as determined by scores on a postsecondary readiness assessment, shall not be permitted to enroll in college credit courses in curriculum areas precluded by the deficiency. **Eligible test scores for all three (3) sections are required to participate in Dual Enrollment starting Fall 2020.**
9. Students making any schedule changes must have approval by the high school counselor and the **College** Director of Student Engagement. The student must return any books for courses they are not registered in to the individual specified by **School Board** procedure. Note: If a student withdraws from high school courses in their school district, the high school counselor must also complete withdrawal paperwork for any college Dual Enrollment courses in which the student was enrolled. An exception to this could be

made if a student requests to continue in the college course(s), and the student's new school district high school principal or his/her designee provides written permission to the **College**. *No student may withdraw from a course for any reason after the withdrawal deadline (determined by the Academic Calendar).*

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

**G. INSERVICE**

The **College** agrees to cooperate with the **School Board** in offering in-service that will be mutually beneficial to all concerned. This in-service may be conducted at either the **College** campus, District school campus, or other site mutually agreed upon.

**H. TRANSPORTATION**

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



**Dual Enrollment Program Code of Academic Ethics**

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

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

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

**Dual Enrollment Program Code of Conduct**

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

## SECTION II

### DUTIES OF THE ARTICULATION COMMITTEE

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

(See Appendix Four for 2020 – 2021 plan of strategies and mechanisms for reducing the incidence of postsecondary remediation in math, reading, and writing for first time enrolled recent high school graduates.)

## SECTION III

### INITIATION OF COURSES

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

## SECTION IV

### ACCOUNTABILITY & ASSESSMENT

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

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

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

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

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

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

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

## SECTION V

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

**Purpose of Agreement**

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

**A. PURPOSE OF TESTING PROGRAM**

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

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

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

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

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

1. notify students requesting ADA accommodations for TABE testing to contact the Accessibility Services Office (386-754-4219) prior to making a testing appointment.
2. students should schedule testing through FGC Test Center webpage. Test dates for the current term can be found on the DE webpage.
3. provide documentation needed for testing in the **College** test center.
4. Provide Test Voucher from the Guidance Office

**B. RETESTING**

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

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

**SECTION VI**

**EFFECTIVE DATE**

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

This Agreement shall be valid for the 2020 – 2021 academic school year.

This agreement will be in effect from July 1, 2020 to June 30, 2021 and may be renewed annually upon mutual written consent of both parties.

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

6/18/2020  
Date

  
President, Florida Gateway College

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent, Suwannee County School District

"Approved as to Form and Sufficiency  
BY \_\_\_\_\_

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

## APPENDIX ONE

### DUAL ENROLLMENT ADMISSIONS REQUIREMENTS

Florida Statute 1007.271(7) states:

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

### DUAL ENROLLMENT APPROVED COURSES

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

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

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

### DUAL ENROLLMENT SCHEDULING OF COURSES

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

### DUAL ENROLLMENT APPROVED PROGRAMS

The DE Approved Programs of Study are:

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

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

**Health Sciences – Limited Access Programs:** These areas of focus allow for application into a limited access health sciences program. Please check the catalog for specific program information.

Pre-requisites for the following AS programs may be completed within the DE program when declared as an AA student.	Credits	Program Code	Separate Program App
AA – Health Sciences / Emergency Medical Services A.S.	73	AAEM	Yes
AA – Health Sciences / LPN to RN Bridge Fast-Track A.S.	72	AAFD	Yes
AA – Health Sciences / LPN to RN Bridge Traditional A.S.	72	AATD	Yes
AA – Health Sciences / Physical Therapist Assistant A.S.	74	AAPT	Yes
AA – Health Sciences / Registered Nursing A.S.	72	AARN	Yes

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

Program	Credits	Program Code	Separate Program App
Biotechnology A.S. ( <i>partnership with SFC</i> )	42	BIOT	-
Business Administration A.S.	60	BAVM	-
Computer Information Technology A.S.	60	CITN	-
Computer Programming and Analysis A.S.	60	CPVM	-
Criminal Justice Technology A.S.	60	CRJL	-
Digital Media and Design A.S.	60	DMDA	-
Early Childhood Education A.S.	60	EECE	-
Environmental Science Technology A.S.	60	ENST	-
Health Information Technology A.S.	70	HIMT	-
Respiratory Care A.S. ( <i>partnership with SFC</i> )	19	RCTT	-
Veterinary Technology A.S. ( <i>partnership with SPC</i> )	22	VETT	-

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

Program	Credits	Program Code	Separate Program App
Medical Coder/Biller A.T.D.	37	MCDG	-

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

Program	Credits	Program Code	Separate Program App
Accounting Technology	28	ACGC	-
Business Management	25	SBMD	-
Child Care Center Management	12	CCCM	-
Computer Office Specialist with Programming	18	COSP	-
Computer Support Specialist with Programming	33	CSSP	-
Emergency Medical Technician – Basic	12	EMBD	Yes
Horticulture	18	HORT	-
Network Infrastructure	21	CSNI	-
Paramedic	42	PARD	Yes
Video Game Design	24	CGAC	-
Water Quality Technician	12	WQTC	-

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

Program	Age Restriction	Credits	Program Code	Separate Program App	High School Required
Commercial Heating and Air Conditioning Tech	16	45	ACRV	-	-
Firefighter Minimum Standards	18	14.6	FIRF	Yes	Yes
Welding Technology	16	35	WTVC	-	-



## APPENDIX TWO

## DUAL ENROLLMENT ELIGIBLE TEST SCORES

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

**Note:**

*A student must pass ALL sections of a college placement test (reading, writing and math) to be eligible for the Dual Enrollment program.*

## TEST OF ADULT BASIC EDUCATION GRADE LEVEL REQUIREMENTS

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

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

### APPENDIX THREE

During the 2020 – 2021 school year, the five school districts and the **College** will:

- Schedule a fall and spring meeting of the Articulation Committee to revise the articulation agreement utilized by the **College** and the school districts.
- Expand the **College** “Career Days” activities for secondary school students on campus to include middle school as well as high school students.
- Use the **College** Testing Center to help students access the Test Center web page to download study guides for the PERT.
- Provide the teachers in the **College’s** School District through the Education Preparation Institute with:
  - \*Alternative certification
  - \*Professional development for recertification or endorsements
  - \*Hours towards specific certification or certification deemed necessary by State/School District

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

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

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

FGC is an Equal Access/Equal Opportunity Institution.

**Interim Guidelines and Policy Regarding Dual Enrollment Students  
for Florida Gateway College  
Effective June 15, 2020**

Informational Data for Student, Parent, High School and Florida Gateway College Personnel:

The Florida Department of Education released an Emergency Order (EO), DOE Order No. 2020-EO-02, in response to COVID 19. In section VIII(d), the emergency order states:

*The testing requirement for student eligibility for initial enrollment in college credit dual enrollment courses taken through December 31, 2020 provided in section 1007.271(3), is suspended.*

**Per State of Florida guidance, this EO does not eliminate the unweighted 3.0 GPA requirement for initial eligibility and, “Florida College System institution boards of trustees may establish additional initial student eligibility requirements”, F.S. 1007.271(3).**

Per the recommendation of the Department of Education and within the guidance provided by the Florida Department of Education all new Dual Enrolled Students will need to satisfy the following in order to be enrolled as a dual enrolled student at FGC:

1. Print the application for admission to the college at <https://www.fgc.edu/wp-content/uploads/2020/05/DE-Application-for-Admission-2018-electronic-version-NEW-LOGO-4-2018.pdf>
2. The common placement score received by the student and that is on file with either the high school or FGC which was completed prior to May 1, 2020 will be used and accepted for initial enrollment and eligibility as a dual enrollment student as long as those scores meet or exceed the minimum previously stated cut-off scores. If the student's scores do not meet the minimum cut-off, the student is not eligible for the Fall 2020 dual enrollment program.
3. Student will need to have an unweighted 3.0 GPA requirement for initial eligibility
4. **Students that have not completed a common placement test prior to May 1, 2020 will need to submit one of the following in order to determine eligibility for dual enrollment at FGC for Fall 2020 only:**
  - PSAT Scores\*\* (includes PSAT 8/9, PSAT 10 and PSAT/NMSQT)
    - Evidence-Based Reading and Writing (EBRW): 430 or higher
      - Placement: English AND Reading (ENC1101)
    - Math: 480 or higher
      - College Ready Placement: Mathematics (MAT1033, MGF1106, MGF1107)
    - College Algebra or Statistics: 530 or higher
      - College Level Placement: College Algebra (MAC1105 or STA2023)
  - FSA (Florida Standards Assessment)
    - Most recent ELA Score: Level 4 or 5

- Placement: English AND Reading (ENC1101)
    - Most recent Mathematics Score: Level 4 or 5
      - College Ready Placement: Mathematics (MAT1033, MGF1106, MGF1107)
  - EOC (End-of-Course)
    - Most recent Math Assessment (Algebra I or Geometry): Level 4 or 5
      - College Ready Placement: Mathematics (MAT1033, MGF1106, MGF1107)
5. The high school guidance counselor and parent/guardian must indicate approval for each student to take dual enrollment classes at FGC.
  6. Test scores in anyone of the alternative assessment instruments must meet college level readiness in both English and Mathematics to be eligible for dual enrollment eligibility.
  7. A signed articulation agreement needs to be signed by all parties (parent, student, school district, FGC).



**FLORIDAGATEWAY**

*[Handwritten signature]*

**COLLEGE**

**FLORIDA GATEWAY COLLEGE  
AND  
SUWANNEE COUNTY SCHOOL DISTRICT, Out-of-District-of-District  
2020-2021**

**2019-2020  
DUAL ENROLLMENT ARTICULATION AGREEMENT**

**SECTION I**

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

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

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

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

**A. COURSE PROGRAM OFFERINGS**

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

baccalaureate degree. Students may be part-time or full-time. The following are ineligible to be counted as Dual Enrollment:

INFO ONLY

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

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

- b. **Career Dual Enrollment:** Students in grades 6 - 12 qualify who are seeking a degree and industry certification through a career education program or course. The student is also earning industry certifications adopted pursuant to s. 1008.44, Florida Statutes (F.S.), which count toward the high school diploma. Students may be ~~part-part~~ time or full-time in Career Dual Enrollment.
- c. **Early Admissions:** ~~Form of dual enrollment Dual Enrollment~~ permitting high school students to enroll in college or career courses on a full-time basis. Students who qualify will earn both high school and college/career credits for courses completed. Participation in the ~~career-early admission-Career Early Admission~~ program shall be limited to students who have a minimum of four (4) semesters of full-time secondary enrollment, including studies undertaken in the ninth grade.
- d. **Credit by Examination:** Students will be eligible for college credit based on the receipt of a specified minimum score on a nationally standardized general or subject area examination.
- e. **The International Baccalaureate Program:** Secondary students will be eligible who are enrolled in a program of studies offered through the International Baccalaureate Office at their high school. College credit will be awarded as determined by the **School Board** and the **College Board of Trustees**.
- f. **Career Pathways Program:** Secondary students in grades 9-12 are eligible to participate in the Career Pathways Program. The promotion of the program and the revision of Career Pathways Articulation Agreements is a collaborative effort between all the consortium partners. Guidance counselors register students in an articulated, sequential program of study (including a technical component), which leads to continued study at the postsecondary level. Career Pathways programs consist of four years of high-level academic and technical courses at the high school level, articulated (or connected) with continued high-tech training in college, often resulting in an industry level certification. Students prepare for postsecondary training by following a program of study as outlined in the Career Pathways Articulation Agreements between the **School Board** and the **College**. Per the Gold Standard Career Pathways Articulation Agreements of Industry Certification to AS Degree in 20132020 - 2021, high school students successfully completing the high school portion of the Career Pathways Program can earn college credits which may be used in a

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

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

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

- i. Parties to this agreement will certify in writing that courses operated under this agreement will, when successfully completed, be accepted toward high school graduation on the basis that three college credits will equal one-half high school credit, except those designated otherwise by the Articulation Coordinating Committee of the Florida Department of Education and awarded college credits, none of which shall be remedial, preparatory or



developmental. The **High School** is responsible to review high school progression and may need to submit documentation to the **College** upon request.

- j. Unless prohibited by statute or rule, nothing in this agreement shall prevent students in the districts from enrolling in regular college credit or career certificate classes, which do not carry high school credit, conducted by the **College**. Students in this category shall file regular college admissions applications and shall be responsible for their own tuition, books, and other expenses as a standard student.
- k. Pursuant to s. 1007.271, F.S., Dual Enrollment students may enroll in courses offered by the **College** during school hours, after school hours, and during the summer ~~terms~~ terms unless prohibited by **School Board** policy. Dual enrollment courses may be available online, on the high school campus, on the college campus, or at the college centers.
- l. The **College** shall designate the Director of Student Engagement to coordinate the Dual Enrollment Program. The ~~director~~ Director, in conjunction with the high school counselor, will ensure that each student will make a selection of courses to meet degree requirements, including approved program prerequisite courses. This effort is to improve articulation and minimize excess credit hours. In addition, pursuant to s. 1007.23, F.S., a dual enrollment student entering college in 2013-2014 and thereafter, seeking an associate of arts degree, will indicate a baccalaureate degree program offered by their institution of interest by the time they have earned 30 semester hours. It is the student's responsibility to be informed of the prerequisites for the baccalaureate degree program offered by their institution of interest.

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

- m. The **College** will provide electronic student transcripts at the end of each ~~term~~ term to the respective high school guidance counselors to aid in ~~determining~~ determining continued student eligibility.
- n. The **College** will provide a transcript with a letter grade. Letter grades awarded by the **College** at the end of each semester are: A, B, C, D, F, I, or W. Any letter grade below a "C" will not count as credit toward satisfaction of the Gordon Rule graduation requirement and the requirement in Rule 6A-10.030; however, all grades are calculated in a student's GPA and will appear on the college transcript. *Any student earning a D or F, F or W in a course will either need to sit out one major the next term (Fall/Spring) and will be required to repeat the course the next eligible term and will only be permitted to take this one course along with any other program related course work or repeat the failed course and only the failed course the next term. When the student successfully completes the failed course, they may continue with any other program related course work in successive terms.* All grades, including "W" for withdrawal, count as course attempts and become part of the student's college transcript; they may affect subsequent postsecondary admission. *If the student receives a second 'D' 'F' or 'W' or 'F' in any course, dual-enrollment Dual Enrollment eligibility will end. If a student makes the two in one term, eligibility for Dual Enrollment will end.* No late withdrawals will be accepted if they were not received in the

Dual Enrollment office by the deadline stated in the Approved DE Academic Calendar for Dual Enrollment Students, posted by the College.

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

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

e-p. Students taking Dual Enrollment classes taught by **College** faculty are required to follow the **College** Code of Academic Ethics and Code of Conduct outlined in the *current FGC Student Handbook*.

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

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## **B STUDENT ELIGIBILITY CRITERIA**

1. The **School Board** shall identify the students qualified for participation in the Dual Enrollment Program. Students must demonstrate academic capabilities to pursue college level instruction.
2. In order to be eligible for participation in the Dual Enrollment Program, a student must:
  - a. be in grades 6-12;
  - b. ~~No~~ no student will be eligible to enroll into classes through the Dual Enrollment Program beyond their 19<sup>th</sup> birthday;
  - c. ~~have a minimum ACT/SAT/PERT/TABE test score as established by the College.~~
  - c. As specified in Section 1008.30, Florida Statutes, students who do not achieve the minimum test score in basic computation (math) and communication (English and reading) skills areas cannot take college credit courses in mathematics and English respectively or any courses for which college credit English, reading or math is a prerequisite. **All three sections must have eligible test scores to continue after 12 college credits are earned. Eligible Score sheets will be provided.** Eligible test scores for all three (3) sections are required to participate in Dual Enrollment.
  - d. meet with the high school guidance counselor or **Board** designee, complete the Dual Enrollment/Early Admissions ~~application~~ College Application for Admission form, and be approved to enroll by the Director of Student Engagement. Dates will be posted at High Schools and ~~College Critical Dates in the Approved DE Academic Calendar, posted by the College.~~ Application forms must be approved prior to the published college deadlines.
  - e. complete the Dual Enrollment/Early Admissions ~~registration forms~~ College registrations by the end of the Add/Drop period for each term as listed in the Critical Dates Academic Calendar published by the **College**.

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

- f. comply with the requirements specified in the County School District's "Student Progression Plan."
3. For the Associate in Arts (A.A.) Degree Program the student must:
  - a. have a minimum of 3.0 unweighted GPA based on the 4.0 scale,  
or  
be recommended by the high school principal or designee, based upon evidence of the outstanding interests and aptitudes of the student, and with the concurrence of the College.
  - b. register only for required or elective courses in the A.A. Degree Program.
4. For the Associate in Science (A.S.) Degree and College Credit Certificate (C.C.C.) programs the student must:
  - a. have a minimum of 3.0 unweighted GPA based on a 4.0 scale,  
or  
be recommended by the high school principal or designee, based upon evidence of the outstanding interests and aptitudes of the student, and concurrence of the College.
  - b. meet all program entrance requirements as stated in the College catalog.
  - c. register only for courses in the A.S. degree program or electives approved by the College division administrator of the A.S. degree program to which the Dual Enrollment student has been admitted.
5. For Technical Certificate Programs and Applied Technology Diplomas (A.T.D.) the student must:
  - a. have a minimum 2.0 unweighted GPA based on a 4.0 scale  
or  
be recommended by the high school principal or designee, based upon evidence of the outstanding interests and aptitudes of the student, and with the concurrence of the College.
  - b. meet all specific program entrance requirements as stated in the College catalog.
6. For Bachelor Degree Programs:
  - a. Have successfully completed the associate's degree prior to admission into the Bachelor program
  - b. No bachelor level courses can be taken prior to admission into the program. Exceptions to the above paragraphs 2, 3, 4, and 5 will be subject to careful examination of student qualifications by the high school counselor, principal, the appropriate College division administrator, and Director of Student Engagement.
7. The high school principal or designee will certify students eligible for Dual Enrollment. If students drop below a 2.0 cumulative College GPA, the student will be ineligible for it is at the discretion of the guidance counselor/designee to allow them one semester to achieve at least a 2.0 cumulative College GPA to maintain eligibility in the Dual Enrollment program.
8. Students will be considered high school students for the purpose of student activities and student body privileges.

9. Dual Enrolled students ~~will~~ may be issued a college I.D. and afforded all the privileges thereof.
10. If a student leaves your DE program/school, notify the DE office in writing as soon as possible ~~the DE offices~~ as the student account will need to be changed. ~~Same as if you get a new student and you would like to continue with DE.~~ Written notification will be required to have the student continue in the DE program.

## C. CALENDAR

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

## D. DUAL ENROLLMENT FACULTY

1. The staff will be selected on approval of the **College** and the high school principals from teachers employed at the high school or the **College**, who have ~~filed~~ filed college transcripts and applications with the **College**, and who meet the degree and certification requirements of the **College**, and pursuant to **SACSCOC**. These criteria apply to all faculty teaching postsecondary courses regardless of the physical location of the course being taught. The postsecondary institution awarding the credit shall ensure faculty teaching Dual Enrollment courses meet these qualifications. Preference will be given high school faculty as adjunct teachers for Dual Enrollment courses.
2. The **College** shall approve Dual Enrollment faculty and will provide them with a copy of the current faculty handbook. Faculty shall adhere to the professional guidelines, rules, and expectations therein. Faculty will also be provided with a current student handbook detailing information that includes, but is not limited to, add/drop and withdrawal policies, student code of conduct, grading policies, and critical dates. Dual Enrollment faculty shall verify that every student sitting in their college course is listed on their course section roster no later than the second week of each semester. The course section rosters must be signed by Dual Enrollment instructors and then faxed, emailed, or mailed to the **College** by the due date. Verbal confirmation or email confirmation will not be accepted. No student shall be ~~permitted~~ permitted to remain in a college class in which they are not enrolled. Faculty must adhere to the guidelines, rules, and expectations therein that apply to faculty.

3. The High Schools will notify the Director of Student Engagement of courses they will be offering on their campus for Dual Enrollment students. The course name/days/times will be emailed and the **College** will build the section. The course syllabus will be emailed to the Director of Student Engagement which shall include the course calendar identifying assignments, test dates and grading scale.
4. The **College** shall conduct an administrative evaluation of all faculty teaching Dual Enrollment students. This evaluation will be conducted by the appropriate vice president or designee.
5. The **College** shall also conduct student evaluations of Dual Enrollment faculty. This evaluation will be coordinated by the appropriate vice president or designee.
6. At the end of the term, textbooks will be collected according to **School Board** policy, and Dual Enrollment faculty will submit signed final grade rolls as required to the appropriate instructional division or **College Registrar-Enrollment Services** by the published deadline. The **College** will submit student transcripts to the respective high school guidance counselor.
7. The **College** will provide all faculty members a copy of course plans and objectives for the college course they are teaching. In addition, faculty shall be provided with information on additional requirement relating to Rule 6A-10.030, F.A.C., if applicable. All course objectives and identified competencies must be included in the course plan and covered per the syllabus during the term.

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

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

**E. COST**

1. A student who is enrolled in a dual enrollment or early admission program through a public postsecondary institution or state university is exempt from the payment of tuition and fees, pursuant to s. 1009.25, F.S. The fee exemption includes application, registration, tuition, and laboratory fees for courses taken through dual enrollment.
2. For dual enrollment courses offered on a public postsecondary institution campus, the **School Board** pays the standard rate of tuition per credit hour from the Florida Education Finance Program (FEFP). Currently, the standard rate of tuition at a public postsecondary institution is **\$71.98** per credit hour. This cost is associated with dual enrollment students taking classes on the **College** campus and/or taking online classes through the **College**.

3. For dual enrollment courses offered on the high school campus by college faculty, the **School Board** must reimburse the **College** for costs associated with the proportion of salary and benefits to provide instruction. When dual enrollment courses are provided on the high school campus by a high school teacher, the **School Board** is not responsible for payment to the **College**.
4. For dual enrollment students enrolled in programs leading to a career certificate or applied technology diploma, the standard rate of tuition currently is \$2.33 per contact clock hour.
5. The **School Board** will only pay the standard rate of tuition from funds provided in the Florida Education Finance Program to the **College** during fall and spring terms. The **School Board** does not pay the **College** the standard rate of tuition during the summer terms, as FEFP funds are not provided to the **School Board** during the summer. This does not preclude the **College** from offering dual enrollment courses during the summer terms. Beginning Summer 2021, summer enrollment for Dual Enrollment students will be limited to 2 courses.
6. ~~The board of trustees~~ **Board of Trustees** at the **College** shall establish, publish, collect, and budget student fees, and shall establish dates for paying fees. The dates shall be not later than the last day of the drop and add periods established by the ~~board~~ **Board**. When the **College** has a written promise of payment from business, industry, government unit, nonprofit organization, or civic organization, fees may be deferred as determined by the **College** Board of Trustees.
7. Various sponsors and agencies agree in writing to pay for a student's tuition, fees, books, and/or supplies. These agreements take the form of letters, purchase orders, memos of understandings, ~~formal-formal~~ contracts and/or authorization documents which stipulate the education expense that the agency or sponsor will pay.
8. Students with funding for tuition and fees from sponsoring agencies or organizations must have a written authorization (verbal agreements are unacceptable) from the agency on file with the business office before the student's tuition and fees may be incurred. Once the authorization is on file, tuition, fees and book costs of the student will automatically be applied to the sponsor's account and an invoice generated to the sponsor for payment.
9. Charges for tuition, fees, books and supplies may be deferred and held in accounts receivable from the last day of any registration period up to sixty (60) days but not beyond the end of the class for those students for whom the **College** has received a written authorization for payment from a business, industry, governmental unit, nonprofit organization, or civic organization.
  - Faculty supplied by the **College** will be compensated directly by the **College** in accordance with the appropriate college salary schedule.
  - The **School Board** shall provide Dual Enrollment instructional materials, including electronic access codes for textbooks, at the start of classes each semester, and accounting for Dual Enrollment instructional materials shall be accomplished as follows:

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



## F. ENROLLMENT PROCEDURES

1. ~~1-~~The Director of Enrollment Management and Director of Student Engagement shall coordinate the admission of Dual Enrollment students.
2. The College will provide academic advisement services regarding the College's educational programs to students participating in the Program.
3. All students must complete a College Dual Enrollment/Early Admission-College Application for Admission form by the dates listed above in Students Eligibility Criteria, B2(d) along with provide a letter of release from the District college to be considered for the program.
4. All students must complete their registrations, with guidance counselor approval, for each term through their MyFGC accounts no later than the published dates in the College Academic Calendar.
4. ~~Students will register for classes on the website with approval from the high school counselors.~~
5. ~~Completion Approval and acceptance~~ of the Dual Enrollment registration by the high school representative will constitute recertification of the student's Dual Enrollment eligibility.
6. Students seeking academic modifications due to a disability are required to register with the Disability Accessibility Services Office (DSOASO). They should make an appointment to meet with the college-College Coordinator of Disability Accessibility Services and provide recent, relevant and comprehensive documentation from an appropriate health care provider or professional. While an Individualized Educational Plan (IEP) may be provided, the IEP and 504 Plan are not generally considered adequate documentation, services may be provided to support accommodations received at the High School. The College and High School will work in cooperation to provide the appropriate services the student will need based on the delivery mode of the course (i.e., classroom, online, hybrid). the 504 Plan are not generally considered adequate documentation, services may be provided to support accommodations received at the High School. The College and High School will work in cooperation to provide the appropriate services the student will need based on the delivery mode of the course (i.e., classroom, online, hybrid).
7. The College Dual Enrollment course report will be provided to the high schools for textbook review.
8. The student must complete all sections of entry-level examinations required per Section 1008.30, Florida Statutes and the College. Students must satisfy the college preparatory testing requirements of Rule 6A-10.0315, F.A.C., which is hereby incorporated by reference. Students, who have been identified as deficient in basic competencies in one of the areas of reading, writing, or mathematics, as determined by scores on a postsecondary readiness assessment, shall not be permitted-permitted to enroll in college credit courses in curriculum areas precluded by the deficiency. Students may enroll in college credit courses that are not precluded by the deficiency; however, students may not earn more than twelve (12) college credit hours prior to the correction of all deficiencies. All three scores are required beyond 12 credits earned Eligible

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test scores for all three (3) sections are required to participate in Dual Enrollment starting Fall 2020.

9. Students making any schedule changes must have approval by the high school counselor and the **College** Director of Student Engagement, ~~and deliver it and the textbooks.~~ The student must return any books for courses they are not registered in to the individual specified by School Board procedure. Note: If a student withdraws from high school courses in their school district, the high school counselor must also complete withdrawal paperwork for any college Dual Enrollment courses in which the student was enrolled. An exception to this could be made if a student requests to continue in the college course(s), and the student's new school district high school principal or his/her designee provides written ~~permission~~ permission to the **College**. *No student may withdraw from a course for any reason after the withdrawal deadline (determined by the ~~Critical Dates~~ Academic Calendar).*
10. Students who register for classes are responsible for their grades associated with those classes. Students who decide not to attend or wish to withdraw from a class are responsible for dropping or withdrawing from the class by the appropriate published date. Students who have been reported by their instructor as never attending during the first and second week of the add/drop period ~~will~~ should be automatically dropped from their classes when course section rosters are returned to the **College Registrar's office** Enrollment Services Office by the third week of the semester. ~~Therefore, since students may or may not be automatically dropped, it would be in the student's best interest to be responsible for initiating the withdrawal action.~~ Notification of any dual enrollment student dropped by the ~~Registrar's~~ Enrollment Services Office will be sent to the Director of Student Engagement, who will then notify the high school guidance counselor immediately. Any student not ~~dropped or~~ withdrawn from a course by the published date will remain officially registered and will be assigned an earned letter grade at the end of the semester.
11. Students will be permitted to use ACT or SAT scores for placement into college-level courses. Students who place into Pre-Calculus (MAC 1140) or higher through ACT or SAT scores are required by the **College** to complete the Math sub-test of the PERT (Postsecondary Education Readiness Test) for placement.
12. Dual Enrollment students shall be subject to all **College** policies and procedures that apply to other students. As with all students, official final high school transcripts must be on file with the **College Admissions** Enrollment Services Office prior to students being admitted as standard students. Summer A admission after the students last eligible term as DE will only be granted under certain special circumstances which will be reviewed by the Director of Student Engagement. Students will need to complete a Standard Application, Residency Declaration ~~form~~ form, and a letter from the ~~High~~ High School stating the student will be graduating from High School will need to be brought to Enrollment Services to convert the student for Summer A. Enrollment for Summer A will be granted to those students that will be graduating with a degree after completion of the ~~term~~ term. Students not completing a degree will be admitted for Summer B when we receive their official High School transcripts.
13. Students must conform to all Dual Enrollment policies and procedures established by their high schools. All statutory requirements must be met prior to any student continuing in the program. SLS 1501 is a General Education social science course required for all students earning an AA degree. This course must be taken within a student's first year in the Dual Enrollment Program.

14. Students are not ~~permitted~~-permitted to enroll in independent study courses except for special circumstances. Special circumstances are to be determined by the appropriate College Vice-President.

**G. INSERVICE**

The College agrees to cooperate with the School Board in offering in-service that will be mutually beneficial to all concerned. This in-service may be conducted at either the College campus, District school campus, or other site mutually agreed upon.

**G.H. TRANSPORTATION**

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

INFO ONLY

## Dual Enrollment Program Code of Academic Ethics

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

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

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

## Dual Enrollment Program Code of Conduct

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

**SECTION II**

**DUTIES OF THE ARTICULATION COMMITTEE**

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

(See Appendix Four for 2019—2020 - 2021 plan of strategies and mechanisms for reducing the incidence of postsecondary remediation in math, reading, and writing for first time enrolled recent high school graduates.)

**SECTION III**

**INITIATION OF COURSES**

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

**SECTION IV**

**ACCOUNTABILITY & ASSESSMENT**

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

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

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

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

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

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

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

**SECTION V**

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

**Purpose of Agreement**

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

**A. PURPOSE OF TESTING PROGRAM**

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

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

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

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

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

1. notify students requesting ADA accommodations for TABE testing to contact the Disability Accessibility Services Office (386-754-4393/386-754-4219) prior to making a testing appointment.
2. students should schedule testing through EGC Test Center webpage. Test dates for the current term can be found on the DE webpage.
- 2-3. provide documentation needed for testing in the College test center.
4. Provide Test Voucher from the Guidance Office

**B. RETESTING**

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

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

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records-

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**SECTION VI**

**EFFECTIVE DATE**

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

This Agreement shall be valid for the 2019—2020 - 2021 academic school year.

This agreement will be in effect from July 11, 2019, 2020 to June 30, 2020-2021 and may be renewed annually upon mutual written consent of both parties.

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

Si \_\_\_\_\_  
Date \_\_\_\_\_ 1?

Statues Dual Enrollment Articulation  
Agreements.

Leonard J. Dietzen, III  
President, Florida Gateway College

Edith J. Smith  
Chairperson, Suwannee County School Board

Robert L. Smith  
Superintendent, Suwannee County School District

"Approved as to Form and Sufficiency  
BY Leonard J. Dietzen, III

**JUL 23 2019**  
Date

**JUL 23 2019**  
Date

Date

**SCSB 2020-51-2021-70 (REVISED/RENEWAL)**

Date

Chairperson, Suwannee County School Board

Date

Superintendent, Suwannee County School District

"Approved as to Form and Sufficiency

BY

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.,

Suwannee School Board Attorney"

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**APPENDIX ONE**

**DUAL ENROLLMENT ADMISSIONS REQUIREMENTS**

Florida Statute 1007.271(7) states:

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

**DUAL ENROLLMENT APPROVED COURSES**

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

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

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

**DUAL ENROLLMENT SCHEDULING OF COURSES**

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

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## DUAL ENROLLMENT APPROVED PROGRAMS

The DE Approved Programs of Study are:

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

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

**Health Sciences - Limited Access Programs:** These areas of focus allow for application into a limited access health sciences program. Please check the catalog for specific program information.

Program	Credits	Program Code	Separate Program App
<u>Pre-requisites for the following AS programs may be completed within the DE program when declared as an AA student.</u>			
Associate in Arts, A.A. - AA - Health Sciences / Emergency Medical Services A.S.	60/73	LIBA/AAEM	Yes
AA - Health Sciences / LPN to RN Bridge Fast-Track A.S.	72	AAFD	Yes
AA - Health Sciences / LPN to RN Bridge Traditional A.S.	72	AATD	Yes
AA - Health Sciences / Physical Therapist Assistant A.S.	74	AAPT	Yes
AA - Health Sciences / Registered Nursing A.S.	72	AARN	Yes

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

Environmental Science Technology, A.S.	660	ENST	-
Health Information Technology, A.S.	770	HIMT	-
Respiratory Care, A.S. (partnership with SEC)	419	RCTT	-
Veterinary Technology, A.S. (partnership with SPC)	222	VETT	-
Computer Information Technology, A.S.	600	CITN	-
Computer Programming and Analysis, A.S.	660	CPVM	-
Criminal Justice Technology, A.S.	660	CRJL	-
Digital Media and Design, A.S.	660	DMDA	-
Early Childhood Education, A.S.	660	EECE	-

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Pre-requisites for the following AS programs may be completed within the DE program when declared as an AA	Credits	Program Code	Separate Program App
LPN to RN Bridge: Fast Track Part Time, A.S.	7	BRFD	Yes
LPN to RN Bridge: Traditional Full Time, A.S.	7	BRTD	Yes
Physical Therapist Assistant, A.S.	7	PTAD	Yes
Registered Nursing, A.S.	2	NRVD	Yes

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

Program	Credits	Program Code	Separate Program App
Medical Coder/Biller, A.T.D.	337	MCDG	-

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

Computer Office Specialist-Specialist with Programming	118	COSP	-
Computer Support Specialist-Computer Support Specialist with Programming	333	CSSP	-
Emergency Medical Technician - Basic	112	EMBD	Yes
Horticulture	118	HORT	=
Network Infrastructure	221	CSNI	=
Paramedic	442	PARB	Yes
Video Game Design	224	CGAC	=
Water Quality Technician	112	WQTCWQTC	=

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

Program	Age Restriction	Credits	Program Code	Separate Program App	High School Required
Commercial Heating and Air Conditioning Tech	16	445	ACRV	-	-
Firefighter Minimum Standards	18	14.6	FIRFFI RE	Yes	Yes
Welding Technology	16	335	WTVC	-	-

## APPENDIX TWO

### DUAL ENROLLMENT ELIGIBLE TEST SCORES

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

**Note:**

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

### TEST OF ADULT BASIC EDUCATION GRADE LEVEL REQUIREMENTS

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

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

## APPENDIX THREE

During the 2020 - 2021 school year, the five school districts and the College will:

- Schedule a fall and spring meeting of the Articulation Committee to revise the articulation agreement utilized by the College and the school districts.
- Expand the College "Career Days" activities for secondary school students on campus to include middle school as well as high school students.
- Use the College Testing Center to help students access the Test Center web page to download study guides for the PERT.
- Provide the teachers in the College's School District through the Education Preparation Institute with:
  - ^Alternative certification
  - \*Professional development for recertification or endorsements
  - \*Hours towards specific certification or certification deemed necessary by State/School District

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

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

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

FGC is an Equal Access/Equal Opportunity Institution.

### Interim Guidelines and Policy Regarding Dual Enrollment Students

for Florida Gateway College

Effective June 15, 2020

Informational Data for Student, Parent, High School and Florida Gateway College Personnel:

The Florida Department of Education released an Emergency Order (EO), DOE Order No. 2020-EO-02, in response to COVID 19. In section VIII(d), the emergency order states:

*The testing requirement for student eligibility for initial enrollment in college credit dual enrollment courses taken through December 31, 2020 provided in section 1007.271(3) is suspended.*

Per State of Florida guidance, this EO does not eliminate the unweighted 3.0 GPA requirement for initial eligibility and, "Florida College System institution boards of trustees may establish additional initial student eligibility requirements". F.S. 1007.271(3).

Per the recommendation of the Department of Education and within the guidance provided by the Florida Department of Education all new Dual Enrolled Students will need to satisfy the following in order to be enrolled as a dual enrolled student at FGC:

1. Print the application for admission to the college at <https://www.fgc.edu/wp-content/uploads/2020/05/DE-Application-for-Admission-2018-electronic-version-NEW-LOGO-4-2Q18.pdf>
2. The common placement score received by the student and that is on file with either the high school or FGC which was completed prior to May 1, 2020 will be used and accepted for initial enrollment and eligibility as a dual enrollment student as long as those scores meet or exceed the minimum previously stated cut-off scores. If the student's scores do not meet the minimum cut-off, the student is not eligible for the Fall 2020 dual enrollment program.
3. Student will need to have an unweighted 3.0 GPA requirement for initial eligibility
4. Students that have not completed a common placement test prior to May 1, 2020 will need to submit one of the following in order to determine eligibility for dual enrollment at FGC for Fall 2020 only:
  - PSAT Scores\*\* (includes PSAT 8/9, PSAT 10 and PSAT/NMSQT) o
    - Evidence-Based Reading and Writing (EBRW): 430 or higher
    - Placement English AND Reading (ENC1101) o Math: 480 or higher
    - College Ready Placement: Mathematics (MAT 1033, MGF1106, MGF1107) o College Algebra or Statistics: 530 or higher
    - College Level Placement: College Algebra (MAC1105 or STA2023)
  - FSA (Florida Standards Assessment)
    - o Most recent ELA Score: Level 4 or 5
    - \* Placement: English AND Reading (ENC1101) o Most recent Mathematics Score: Level 4 or 5
    - College Ready Placement: Mathematics (MAT 1033, MGF1106, MGF1107)
  - EOC (End-of-Course)
    - o Most recent Math Assessment (Algebra I or Geometry): Level 4 or 5



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### ■ College Ready Placement: Mathematics (MAT 1033, MGF1106, MGF1107)

5. The high school guidance counselor and parent/guardian must indicate approval for each student to take dual enrollment classes at FGC.
6. Test scores in anyone of the alternative assessment instruments must meet college level readiness in both English and Mathematics to be eligible for dual enrollment eligibility.
7. A signed articulation agreement needs to be signed by all parties (parent, student, school district, FGC).

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Summary Report	
Title	compareDocs Comparison Results
Date & Time	7/8/2020 9:23:48 AM
Comparison Time	3.83 seconds
compareDocs version	v4.3.400.130

Sources	
Original Document	SCSB 2020-51 FGC Dual Enrollment Fully Executed.pdf
Modified Document	SCSB 2021-70 FGC Dual Enrollment.pdf

Comparison Statistics	
Insertions	81
Deletions	30
Changes	163
Moves	0
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	274

Word Rendering Set Markup Options	
Name	Standard
Insertions	
Deletions	
Moves / Moves	
Font Changes	
Paragraph Style Changes	
Character Style Changes	
Inserted cells	
Deleted cells	
Merged cells	
Changed lines	Mark left border.
Comments color	By Author.
Balloons	False

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

**Memorandum of Understanding  
for  
Workforce Innovation and Opportunity Act (WIOA)  
One-Stop Career Center System  
Partners of the American Job Center Network**

This Memorandum of Understanding (MOU) is made pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014, and is entered into by the local workforce board, North Florida Workforce Development Board, Inc., d/b/a CareerSource North Florida (CSNF) and Suwannee County School District, an American Job Center Network Partner.

Local Workforce Development Board LWDB: CareerSource North Florida, LWDB-06  
Chief Local Elected Official (CLEO) Name, Title: Mr. Ronnie Moore, Commissioner

Suwannee County School District is a required partner which provides Career and Technical Education programs at the post-secondary level under the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins V), (20 U.S.C. 2301 et seq.)

This MOU will be in effect from July 1, 2020, through June 30, 2023, unless an extension is granted. The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource North Florida (CSNF) and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful "One-Stop" delivery system.

This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in North Florida. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons in North Florida.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies. The North Florida Workforce Development Board, Inc., d/b/a CareerSource North Florida (CSNF) has been designated by the chief local elected official as the administrative entity, grant recipient and fiscal agent.

The parties to this document attest authority to bind their respective party in a contractual agreement and hereby agree to the terms and conditions set forth in this document. The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720.

All Local Workforce Development Boards (LWDBs) are required to establish and operate local service delivery systems in accordance with WIOA Section 121, with the WIOA State Plan, and with the WIOA Local Plan for their respective local areas. WIOA Section 134(c) lists the services and activities that must be provided through the delivery system. WIOA Section 107(d) gives the LWDBs the responsibility for oversight of the delivery system in each local area and requires the LWDBs to describe the activities and functions of the service delivery system and to prescribe the guidelines for carrying out these responsibilities in the Local WIOA Plan.

CareerSource North Florida operates a Full-Service One-Stop Center at 705 E. Base Street, Madison FL 32340 and a Satellite Center at 1558 S Ohio Ave, Live Oak, FL 32064.

<b>Administrative Structure</b>			
	<b>Entity Name &amp; Contact</b>	<b>Address</b>	<b>Email</b>
<b>Administrative Entity</b>	North Florida Workforce Development Board, Inc., dba CareerSource North Florida Diane Head	705 E. Base Street, Madison FL 32340	Diane.Head@ CareerSourceNorthFlorida.com
<b>Fiscal Agent</b>	North Florida Workforce Development Board, Inc., dba CareerSource North Florida	705 E. Base Street, Madison FL 32340	finance@ CareerSourceNorthFlorida.com
<b>Chief Local Elected Official</b>	Commissioner Ronnie Moore	Madison County Board of Commissioners 229 SW Pinckney Street Madison, FL 32340 (850) 973-3179 Mailing Address: PO Box 539 Madison, FL 32341	District3@madisoncountyfl.com
<b>One-Stop Operator</b>	Dr. Ron Natale	231 SW Red Maple Way, Lake City FL 32024	rnatale@comcast.net

#### **Partner Responsibilities**

- A. WIOA Section 121 (b) lists the minimum responsibilities of all required partners under WIOA. For consistency, all Partners will assume the responsibilities identified below, unless inconsistent with the federal law and regulations that authorize the Partner program.
1. Make career services provided under the Partner's program available to individuals through the area's delivery system in accordance with this MOU.
  2. Madison County required partners participate in infrastructure cost-sharing activities as described in this MOU and use a portion of funds made available to each partner's program—to the extent not inconsistent with the federal law that authorizes each partner program—to:
    - a. Create and maintain the delivery system; and
    - b. Provide career services per WIOA Section 134(c)(2).
  3. Remain as a party to this MOU throughout the Agreement period in order to participate as a partner per WIOA Section 121(c).
  4. Participate in the operation of the system in accordance with the terms of this MOU and with the requirements of authorizing laws per WIOA Section 121(b)(1)(B).

5. Required Partners must provide representation on the area's LWDB per WIOA Section 121 (b)(1). Additional partners may participate on the Area's LWDB with the agreement of the Area's LWDB members and CLEO. However, when a program is administered by more than one entity in the area, it is not necessary that every entity provide representation on the LWDB. One entity may provide representation on the LWDB for the program.
- B. In addition to the minimum responsibilities required under WIOA as identified in Section A, Partner responsibilities include:
1. Provide priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 USC 4215.
  2. Compliance with WIOA and all federal, state, and local laws, regulations, rules, policies and plans applicable to parties in their respective roles under this MOU and as consistent with the rules that govern each partner's respective program. Each partner expressly agrees to notify LWDB of any changes to the rules governing its respective program that impact the partner's performance under this MOU. LWDB will communicate the changes to the operators and any other affected partners.
  3. Each partner must ensure compliance by its staff members who work in the One-Stop center with CareerSource North Florida policies and procedures. Should a conflict exist between the CareerSource North Florida personnel policies and a partner's personnel policies, the partner's policies will prevail.
  4. Use of common practices and procedures; forms and documents; software systems or applications; and other forms of media as agreed to by all parties in the performance of One-Stop center services and activities and functions that support the service delivery system.

**Programs, Services, & Activities**

- A. WIOA Section 121(b)(1)(B) identifies the programs, services and related activities that must be provided through the delivery system in each local area. WIOA Section 121(c)(2) requires this MOU to include a description of the services that will be provided through the area's service delivery system and to identify the service delivery method(s) each partner will use to deliver the services. This MOU will also identify the career services, training, and employer services that each partner will provide to ensure that all parties' responsibilities are clearly identified herein.
- B. The One-Stop Services hereby incorporated, lists and describes the career, training, and employer services and the array of service delivery methods.

**Career Services offered include:**

1. WIOA Adult, Dislocated Worker, and Youth
2. Temporary Assistance for Needy Families (TANF)
3. Supplemental Nutrition Assistance Program (SNAP)
4. Employment services authorized under the Wagner-Peyser Act
5. Vocational Rehabilitation
6. Blind Services
7. Migrant and seasonal farmworker (MSFW)
8. Senior Community Service Employment Program (SCSEP)

9. Ticket to Work
10. Disabled Veterans' Outreach Program (DVOP)
11. Reemployment Services and Eligibility Assessments (RESEA)

**Training Services offered include:**

1. Adult education and literacy
2. Job Corps
3. Florida Farmworker Jobs and Education Program
4. Career and technical education programs at the post-secondary level
5. Department of Housing and Urban Development employment and training activities
6. Trade Adjustment Assistance (TAA) activities

**Employer Services offered include:**

1. Business Services
2. Recruitment assistance for employers
3. Scheduling, screening and testing for employers

Suwannee County School District will provide Career and technical education programs at the post-secondary level by providing access via telephone, access via automated systems, and brochure/handout,

**Method of Referral**

Pursuant to WIOA Section 121(c)(2)(A)(iii), the parties agree that the referral of individuals between the One-Stop partners for the services and activities described will be performed using the following methods:

Referrals will be routinely made between programs and organizations in cases where customers served initially by one organization are deemed to be able to benefit from services provided by another organization and/or the natural continuum of service is adult education leading to postsecondary Career and Technical education to work readiness and ultimately employment.

Referrals between partners for services and programs will be made in person, by telephone, through written communications (fax, e-mail, and paper referrals), or electronically through Internet systems or other connections. Some programs will use state or locally created forms. Partners will continue to provide cross-referral to services and training as well as possible co-enrollment options whenever appropriate and practical.

Internal cross-referral procedures continue to be developed and reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to customers of the One-Stop system.

**Suwannee County School District does not participate in the Resource Sharing/Infrastructure Funding Agreement.**

**A. One-Stop Resource Sharing/Infrastructure Requirements:**

1. WIOA 121(c)(2)(A)(ii) requires that the funding arrangements for services and operating costs of the service delivery system must be described in this MOU.

2. The methodologies described herein must be allowable under each partner's respective program and under all applicable federal and state rules—including the Office of Management and Budget (OMB) Circulars applicable to each partner's type of organization. The MOU must identify:

- a. The shared One-Stop costs.
- b. The methodologies that will be used to determine each party's proportionate "fair" share of those costs.
- c. The methodologies that will be used to allocate each party's fair share of costs across the cost categories.
- d. The method(s) each party will use to fund its fair share of costs, which may include cash contributions, contributions of staff time, equipment, and/or other resources, or in-kind contributions from a third party.

**B. One-Stop Operating Costs:**

1. The shared operating costs, the projected cost amounts, and each party's method of funding its fair share of those costs are identified in the Infrastructure Funding Agreement, which is included in this MOU and hereby incorporated. The methodologies that will be used to determine each party's fair share of operating costs and to allocate each party's fair share are as follows:
  - a. Identification of Shared Costs.
  - b. Shared Costs Budget.
  - c. Proportionate Share and Cost Allocation.
  - d. Resource Sharing (may include cash contributions, contributions of staff time, equipment and other resources; and
  - e. Resource Sharing Agreements.

**C. Program Costs/Services:**

1. Costs allowable under and allocable to more than one partner program may be considered shared costs that are allocated among the eligible partner programs provided that such action is not prohibited by the partner programs' governing statutes. The manner(s) in which the parties agree to address costs chargeable to more than one partner program must be described in this MOU.
2. All parties expressly agree to use the following methodologies to determine if a particular cost is chargeable to more than one partner program and to address costs found to be chargeable to more than one partner in accordance with the following:
  - a. Methodology to Determine Shared Service Costs:

Costs are allocated to programs based on full time equivalent (FTE) positions in each program as a percentage of total FTE recorded for all programs for positions located in one stop centers. This allocation is performed on a monthly basis with the final allocation for the fiscal year being performed as of June 30.

**D. Budget Tracking:**

1. All parties expressly understand and agree that the initial costs listed in Attachment A, the Infrastructure Funding Agreement (IFA) will be subject to change as actual costs are incurred and paid throughout the effective period of this MOU. 29 CFR 97.20 requires a comparison of actual costs to budgeted costs. Areas will determine actual costs in accordance with local procedures and will submit the actual expenditures to all partners on a quarterly basis.
2. Updates to the IFA will not require an amendment to this MOU unless such updates reflect an increase in the total budget amount. An amendment for this purpose will be signed by authorized representatives of LWDB, the CEO and all affected partners. LWDB will ensure that all partners receive a copy of the amendment and revised budget once the amendment is fully executed.
3. Any time the IFA is modified, the LWDB must provide all parties with notice of the modification and a copy of the modified IFA. The notice shall include a description of the modification, the effective date of the modification, and the reason(s) for the modification.

**Termination/Separation**

**A. MOU Termination:** This MOU will remain in effect until the end date specified unless:

1. All parties mutually agree to terminate this MOU.
2. Funding cuts by one or more federal programs are so substantial that operations cannot continue as specified herein and a new MOU must be negotiated.
3. WIOA regulations or statute is repealed.
4. Local area designations are changed.

**B. Partner Separation:** WIOA Section 121(c) mandates the execution of this MOU between the LWDB and Suwannee County School District; however, Suwannee County School District may terminate its participation as a party to this MOU upon thirty (30) days written notice to the LWDB.

**C. Effect of Termination:** Per WIOA Section 121, any partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the system and will not be permitted to serve on the LWDB as a partner representative.

**D. Partner Disqualification:** An entity identified as a required partner at the time of execution of this MOU that subsequently loses federal funding or the authority to administer the federal program in the Area and therefore no longer qualifies as a required partner under WIOA Section 121(b)(1)



must send written notice of the change in status to the LWDB as soon as possible. In such an event, a formal amendment to this MOU will be required. The entity may continue as an additional partner if mutually agreed by the LWDB, CEO, and the remaining partners.

**Amendment**

- A. This MOU may be amended upon mutual agreement of the parties that is not inconsistent with federal, state, or local laws, regulations, rules, plans, or policies or for one or more of the following reasons:
1. Removal or addition of program responsibilities for any partner that administers more than one federal program.
  2. An extension of the effective ending date.
  3. A change in the One-Stop Operator or Fiscal Agent or a change in the physical location of a One-Stop center.
  4. A change in the services, service delivery methods currently utilized, referral methods, methods to determine fair share, or methods to allocate costs.
- B. All parties agree that amendments for the reasons listed in 1 of Section A need only be signed by authorized representatives of the LWDB, the CEO, and the affected partner(s). All amendments will involve the following process:
1. The party seeking an amendment will submit a written request to the LWDB that includes:
    - a. The requesting party's name.
    - b. The reason(s) for the amendment request.
    - c. Each section of this MOU that will require revision.
    - d. The desired date for the amendment to be effective.
    - e. The signature of the requesting party's authorized representative.
  2. The final, approved amendment draft will be signed by authorized representatives of the affected partners, then submitted to LWDB for the final signature.
  3. LWDB will distribute copies of the fully executed amendment to all parties and to CareerSource Florida as the MOU oversight agency upon execution.
- C. This writing constitutes the entire agreement among the parties with respect to each party's role and responsibility in the area's service delivery system. All parties agree that any amendments to any applicable laws or regulations cited herein will result in the correlative modification of this MOU without necessitating a formal, written amendment.

- D. All parties agree to communicate details of the amendment to their respective staff members whose responsibilities may be impacted by changes and further agree to ensure that their respective staff members are referencing or utilizing the most current version of the MOU in the performance of responsibilities under this MOU.

Amendments require only the signatures of the LWDB, the CLEO, and the affected parties must be executed no later than 45 days from the end of the current State Fiscal Year.

### **Confidentiality**

All parties expressly agree to abide by all applicable federal, state, and local laws regarding confidential information. Each party will ensure that the collection and use of any information, systems, or records that contain personally identifiable information will be limited to purposes that support the programs and activities described in this MOU as part of the service delivery system.

### **Impasse—Dispute Resolution**

If an issue arises involving this MOU, parties will make every effort to reach a resolution in a timely and efficient manner. Any part may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the Executive Director of the North Florida Workforce Development Board, Inc. and the Director of the partner agency. A joint decision shall be issued within 60 calendar days of receipt.

If dissatisfied with the decision, the dispute may be filed with the Department of Economic Opportunity (DEO) and the Commissioner of the Department of Economic Opportunity (DEO) to review concerns and determine resolution. DEO and DOE may remand the issue back to the Executive Director of CareerSource North Florida and to the Director of the partner agency or impose other remedies to resolve the issue.

### **Limitation of Liability**

To the extent permitted by law, each party agrees to be responsible for any liability that directly relates to any and all of its own acts or omissions or the acts or omissions of its employees. In no event will any party be liable for any indirect or consequential damages caused by actions or omissions of another party or by the employees of another party.

### **General Provisions**

The laws and regulations listed in this section are generally applicable to most publicly-funded programs administered by the Florida Department of Economic Opportunity (DEO). The laws and regulations listed herein do not encompass all of the laws and regulations that govern the parties in their respective roles under this MOU. All parties expressly agree to comply with the federal laws and regulations listed below unless the laws and regulations that govern their particular program state otherwise:

- A. **Jobs for Veterans Act.** Each party agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 2813.

- B. **Americans with Disabilities.** Each party, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
- C. **Pro-Children Act.** If any activities call for services to minors, each party agrees to comply with the ProChildren Act of 1994 (45 CFR 98.13) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).
- D. **Drug-Free Workplace.** Each party, its officers, employees, members, subrecipient(s) and/or any independent contractors (including all field staff) associated with this MOU agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each party will make a good faith effort to ensure that none of its officers, employees, members, and subrecipient(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- E. **Ethics Laws.** Each party certifies that by executing this MOU, it has reviewed Florida Statute, Chapter 112, and knows and understands Florida's ethics and conflict of interest laws. Each party further agrees that it will not engage in any action(s) inconsistent with laws.

#### **Partial Invalidity**

All questions as to the execution, validity, interpretation, and performance of this MOU shall be governed by the laws of Florida. Should any portion of this MOU be found unenforceable by operation of statute or by administrative or judicial decision, it is the intention of the parties that the remaining portions of this MOU will not be affected as long as performance remains feasible with the absence of the illegal or unenforceable provision(s).

#### **Counterpart**

This agreement may be executed in one or more than one counterpart and each executed counterpart will be considered an original, provided that the counterpart is delivered by facsimile, mail courier or electronic mail, all of which together will constitute one and the same agreement.

MEMORANDUM OF UNDERSTANDING

Workforce Innovation and Opportunity Act (WIOA)  
Local Workforce Development Area 06

One-Stop Career Center System  
Partners of the American Job Center Network

Signature Page

The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720.

By signing below, all parties mutually agree to the terms prescribe herein.

**Ronnie Moore,**  
Madison County Board of Commissioners  
Chief Local Elected Official

**Mike Williams, Chair**  
CareerSource North Florida Board

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Ted Roush,** Superintendent of Schools  
Suwannee County School District

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney 470-

**One-stop Delivery System Partnership Agreement**

between

**NORTH FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.**  
**d/b/a CareerSource North Florida**

and

**Suwannee County District Schools—Adult and Community Education**

**1. Parties to Agreement**

**Memorandum of Understanding**  
**for**  
**Workforce Innovation and Opportunity Act (WIOA)**  
**One-Stop Career Center System**  
**Partners of the American Job Center Network**

The parties represented in this Partnership Agreement (Agreement) are This Memorandum of Understanding (MOU) is made pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014, and is entered into by the local workforce board, North Florida Workforce Development Board, Inc., d/b/a CareerSource North Florida (CSNF) and local required one stop partner, Suwannee County District Schools—Adult and Community Education (SCSD—AE) which are collectively referred to as the Parties. Suwannee County School District, an American Job Center Network Partner.

Local Workforce Development Board (LWDB): CareerSource North Florida. LWDB-06 Chief Local Elected Official (CLEO) Name, Title: Mr. Ronnie Moore, Commissioner

Suwannee County School District is a required partner which provides Career and Technical Education programs at the post-secondary level under the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins V), (20 U.S.C. 2301 et seq.)

This MOU will be in effect from July 1, 2020, through June 30, 2023, unless an extension is granted. The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource North Florida (CSNF) and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful "One-Stop" delivery system.

This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in North Florida. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons in North Florida.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies. The North Florida Workforce Development Board, Inc., d/b/a CareerSource North Florida (CSNF) has been designated by the chief local elected official as the administrative entity, grant recipient and fiscal agent.

**2. Purpose of Agreement**

Pursuant to the Workforce Innovation and Opportunity Act (WIOA) [Public Law 113-128 (29 U.S.C. Sec. 3101, et. seq.)], and in accordance with the US Departments of Labor and Education Notifications of Proposed Rulemaking (NPRM) at 20CFR parts 676, 677 and 678 and at 34CFR parts 361 and 463, local workforce boards are required to discuss and negotiate a memorandum of understanding (Agreement) relating to the operation of the one-stop delivery system with required one-stop partners to include how the costs of the services and the operating costs of the system will be funded.

As a result of the above CSNF, through the CareerSource North Florida Career Centers (CSNFCC), and SCSD-AE enter in to this Agreement to coordinate their respective responsibilities for furnishing educational and vocational services to career seekers and adult learners. The coordination of services between each party requires the managed flow of information between each other to ensure that policy, procedure, service delivery and resources are provided in a manner that maximizes the likelihood of positive outcomes for their customers.

**3. Agreement Period**

The Parties hereto agree that each of them may execute this Agreement on different dates, but hereby acknowledge that this MOU shall become effective July 1, 2019 with an expiration date of June 30, 2021. Either party wishing to withdraw from this agreement shall provide a 30-day written notice of termination to the other party.

Notwithstanding the above, this Agreement may be modified at any time by mutual written consent of both Parties.

**4. Provision of  
Services General  
Responsibilities**

- 4.1. CSNF, through the CareerSource North Florida Career Centers (CSNFCC), and SCSD-AE will each provide to the other, written procedures that outline their respective referral process. The parties each agree to collaborate in the review of these processes and procedures to ensure compliance with all applicable laws and regulations and facilitate a smooth and seamless workflow.
- 4.2. CSNFCC and SCSD-AE will each cross promote their respective programs within their organizations as well as externally in the community using a variety of media outreach.
- 4.3. CSNFCC and SCSD-AE will collaborate with each other on grant funding opportunities and sector strategies as appropriate.
- 4.4. CSNFCC and SCSD-AE will each offer an annual in-service workshop(s) for faculty and staff to educate each other about services available through their respective programs.

**5.—— Provision of Services**  
**CareerSource North Florida**

~~CSNF, through the CareerSource North Florida Career Centers (CSNFCC) will perform the following functions:~~

~~5.1.—— Through its Training/Business Roundtable, and the Career Pathways Consortium, assist with planning and facilitation of meetings between the Parties.~~

~~5.2.—— Coordinate with SCSD-AE to provide access to workforce services and programs to ensure the needs of career seekers and adult learners are met.~~

~~5.2.1.—— Assist eligible SCSD-AE career seekers and adult learners with Employ Florida Marketplace (EFM) registration.~~

~~5.2.2.—— Adult learners are individuals that are:~~

~~5.2.2.1.16 years of age or older.~~

~~5.2.2.2.Are not enrolled or required to be enrolled in secondary school.~~

~~5.2.3.—— Provide career guidance and employment assistance as appropriate for WIOA enrolled learners.~~

~~5.2.4.—— Facilitate essential work skills training for WIOA enrolled learners.~~

~~5.2.5.—— Assist with attainment of industry recognized certifications for WIOA enrolled learners.~~

~~5.2.6.—— All applicable credentialing, screening and test results will be jointly shared between SCSD-AE and CSNF.~~

~~5.2.6.1.All adult learners will sign joint release of information consent forms.~~

~~5.3.—— As needed and mutually agreed to, provide non-exclusive office space, meeting area, services and training venues to SCSD-AE staff, as space permits, that include the following:~~

~~Office Space Lease~~

~~Electricity~~

~~Water/Sewer/Trash Janitorial~~

~~Services Property and Liability~~

~~Insurance Facility Maintenance~~

~~Reception Staff Services IT~~

~~Technical Support Telephone~~

~~Service Telecommunication~~

~~services Computer Equipment~~

~~Usage Copier/Printer/Fax Usage~~

~~Computer Software and Supplies~~

~~5.4.—— To facilitate and maintain collaboration, cooperation and ongoing communication with CSNF and the Career Centers' General Manager, the CSNFCC General Manager and Site Managers, or designee, shall serve as the primary points of contact and have responsibility for oversight of the~~

~~conduct of all center occupants and their operations. However, SCSD-AE has ultimate responsibility to ensure its employees, and customers conduct themselves in a professional, business-like manner.~~

~~5.4.1. SCSD-AE faculty and staff shall adhere to the CSNFCC dress code and require the same of their customers.~~

~~5.4.1.1. Customers will also be required to adhere to child-friendly hours.~~

~~5.4.2. SCSD-AE staff shall communicate any changes to their regular work schedule with the CSNFCC Site Manager, or designee, in a timely manner, so as to allow for adequate time to plan alternative customer scheduling.~~

~~5.4.2.1. SCSD-AE is responsible for notifying scheduled customers of the changes.~~

## **6. Provision of Services**

### **Suwannee County District Schools—Adult and Community Education**

~~SCSD-AE will perform the following functions:~~

~~6.1. Coordinate with CSNF to provide access to Adult Education services and programs to ensure the needs of career seekers and adult learners are met.~~

~~6.2. Assist with screening and eligibility determination for workforce services to include, but not limited to, TABE testing as needed or requested for WIOA participants.~~

~~6.2.1. All applicable credentialing, screening and test results will be jointly shared between SCSD-AE and CSNF.~~

~~6.2.1.1. All adult learners will sign joint release of information consent forms.~~

~~6.3. Assist CSNFCC staff in obtaining credentials, academic progress, and other documentation of career seekers and adult learners as required.~~

~~6.4. Assist with the attainment of recognized certifications by conducting the following training programs at CSNF Career Centers, or other acceptable locations, pursuant to a mutually agreed to schedule:~~

~~6.4.1. GED preparation and testing~~

~~6.4.2. English for Speakers of Other Languages (ESOL)~~

~~6.4.3. CTE programs as available and appropriate~~

## **7. Confidentiality**

~~CSNFCC and SCSD-AE and their respective employees, volunteers, contractors, subcontractors or partners providing services pursuant to this MOU agree to maintain the confidentiality of any and all information regarding career seekers, adult learners or their immediate families that by law are not subject to public disclosure under Article I, Section 24 of the Florida Constitution and section~~



~~119.7, F.S. pursuant to Florida Statutes: 443.171; 443.1715; 445.010(2); 414.295; and in accordance with 29 CFR Part 71; 20 CFR 617.57 (b); and 45 CFR 205.50.~~

~~The Parties shall abide by all present and future state and federal laws and regulations including CareerSource Florida, Department of Economic Opportunity (DEO) and Florida Department of Education (FDE) policies and procedures pertaining to workforce and adult education programs and grants, privacy requirements and data confidentiality; and data security measures imposed by their respective governing agencies. All SCSD-AE employees, volunteers, contractors, subcontractors or partners granted access to CSNFEC electronic data systems pursuant to this Agreement shall sign confidentiality access agreements required by CSNF for systems access privileges.~~

#### **~~8. Dispute Resolution~~**

~~This Agreement is governed and construed according to the laws of the State of Florida, and the parties expressly submit to its jurisdiction and to the jurisdiction and venue of the Circuit Court of Suwannee County, Florida. The parties will use best efforts to negotiate to resolve all differences. Each party shall provide written notice to the other party of any dispute regarding this agreement. The receiving party must in turn respond in writing no later than 15 days from the date of receipt. The parties shall first attempt to resolve their dispute informally. If the parties are unable to resolve the dispute in this manner, the matter shall then be forwarded to a mutually agreed to third party for resolution, whose decision shall be final.~~

#### **~~9. Funding of One-stop Center Infrastructure and Services Costs~~**

~~As stated above, WIOA and USDOL and DOE NPRM's require the operation of the one stop delivery system with required one stop partners to address how the costs of the services and the operating costs of the one stop delivery system will be funded.~~

~~As a result of the above the Parties will establish a separate contract agreement for SCSD's share of infrastructure costs related to provision of AE services if such is needed.~~

#### **~~10. Notices and Communications~~**

~~All notices related to contractual obligations required herein, shall be considered received when delivered to:~~

~~For CareerSource North Florida:  
Diane Head, Executive Director  
CareerSource North Florida 705 E. Base St.  
Madison, FL 32340-850.973.1807  
Diane.head@careersourcenorthflorida.com~~

~~For Suwannee County District Schools—Adult and Community Education:  
Ted Roush, Superintendent of Schools 702  
2<sup>nd</sup> Street, NW Live Oak, FL 32064~~

386.647.4600  
superintendent@suwannee.k12.fl.us

~~In the event that either party designates different representatives after execution of this Agreement, notice of the name, title, address, email address, and phone number of the new representative shall be rendered in writing to the other party.~~

**11. Signature**

~~The Parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.~~

INFO ONLY

By signing below the following persons, The parties to this document attest authority to bind their respective party in a contractual agreement and hereby agree to the terms and conditions set forth in this document. The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720.

All Local Workforce Development Boards (LWDBs) are required to establish and operate local service delivery systems in accordance with WIOA Section 121, with the WIOA State Plan, and with the WIOA Local Plan for their respective local areas. WIOA Section 134(c) lists the services and activities that must be provided through the delivery system. WIOA Section 107(d) gives the LWDBs the responsibility for oversight of the delivery system in each local area and requires the LWDBs to describe the activities and functions of the service delivery system and to prescribe the guidelines for carrying out these responsibilities in the Local WIOA Plan.

CareerSource North Florida operates a Full-Service One-Stop Center at 705 E. Base Street, Madison FL 32340 and a Satellite Center at 1558 S Ohio Ave. Live Oak, FL 32064.

## Administrative Structure

	Entity Name & Contact	Address	Email
<b>Administrative Entity</b>	North Florida Workforce Development Board, Inc., dba CareerSource North Florida Diane Head	705 E. Base Street, Madison FL 32340	Diane.Head@CareerSourceNorthFlorida.com
<b>Fiscal Agent</b>	North Florida Workforce Development Board, Inc., dba CareerSource North Florida	705 E. Base Street, Madison FL 32340	finance@CareerSourceNorthFlorida.com
<b>Chief Local Elected Official</b>	Commissioner Ronnie Moore	Madison County Board of Commissioners 229 SW Pinckney Street Madison, FL 32340 (850) 973-3179 Mailing Address: PO Box 539 Madison, FL 32341	District3@madisoncountyfl.com
<b>One-Stop Operator</b>	Dr. Ron Natale	231 SW Red Maple Way, Lake City FL 32024	rnatale@comcast.net

## Partner Responsibilities

A. WIOA Section 121 (b) lists the minimum responsibilities of all required partners under WIOA. For consistency, all Partners will assume the responsibilities identified below, unless inconsistent with the federal law and regulations that authorize the Partner program.

1. Make career services provided under the Partner's program available to individuals through the area's delivery system in accordance with this MOD.
2. Madison County required partners participate in infrastructure cost-sharing activities as described in this MOU and use a portion of funds made available to each partner's program—to the extent not inconsistent with the federal law that authorizes each partner program—to:
  - a. Create and maintain the delivery system; and

- b. Provide career services per WIOA Section 134(c)(2).
3. Remain as a party to this MOL) throughout the Agreement period in order to participate as a partner per WIOA Section 121(c).
4. Participate in the operation of the system in accordance with the terms of this MOL) and with the requirements of authorizing laws per WIOA Section 121(b)(1)(B).
5. Required Partners must provide representation on the area's LWDB per WIOA Section 121 (b)(1). Additional partners may participate on the Area's LWDB with the agreement of the Area's LWDB members and CLEO. However, when a program is administered by more than one entity in the area, it is not necessary that every entity provide representation on the LWDB. One entity may provide representation on the LWDB for the program.
- B. In addition to the minimum responsibilities required under WIOA as identified in Section A, Partner responsibilities include:
1. Provide priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 DSC 4215.
2. Compliance with WIOA and all federal, state, and local laws, regulations, rules, policies and plans applicable to parties in their respective roles under this MOD and as consistent with the rules that govern each partner's respective program. Each partner expressly agrees to notify LWDB of any changes to the rules governing its respective program that impact the partner's performance under this MOD. LWDB will communicate the changes to the operators and any other affected partners.
3. Each partner must ensure compliance by its staff members who work in the One-Stop center with CareerSource North-Florida policies and procedures. Should a conflict exist between the CareerSource North-Florida personnel policies and a partner's personnel policies, the partner's policies will prevail.
4. Use of common practices and procedures; forms and documents; software systems or applications; and other forms of media as agreed to by all parties in the performance of One-Stop center services and activities and functions that support the service delivery system.

**Programs, Services, & Activities**

- A. WIOA Section 121(b)(1)(B) identifies the programs, services and related activities that must be provided through the delivery system in each local area. WIOA Section 121 (c)(2) requires this MOU to include a description of the services that will be provided through the area's service delivery system and to identify the service delivery method(s) each partner will use to deliver the services. This MOU will also identify the career services, training, and employer services that each partner will provide to ensure that all parties' responsibilities are clearly identified herein.
- B. The One-Stop Services hereby incorporated, lists and describes the career, training, and employer services and the array of service delivery methods.

**Career Services offered include:**

1. WIOA Adult, Dislocated Worker, and Youth
2. Temporary Assistance for Needy Families (TANF)

3. Supplemental Nutrition Assistance Program (SNAP)
4. Employment services authorized under the Wagner-Peyser Act
5. Vocational Rehabilitation
6. Blind Services
7. Migrant and seasonal farmworker (MSFW)
8. Senior Community Service Employment Program (SCSEP)

INFO ONLY

9. Ticket to Work
10. Disabled Veterans' Outreach Program (DVOP)
11. Reemployment Services and Eligibility Assessments (RESEA)

**Training Services offered include:**

1. Adult education and literacy
2. Job Corps
3. Florida Farmworker Jobs and Education Program
4. Career and technical education programs at the post-secondary level
5. Department of Housing and Urban Development employment and training activities
6. Trade Adjustment Assistance (TAA) activities

**Employer Services offered include:**

1. Business Services
2. Recruitment assistance for employers
3. Scheduling, screening and testing for employers

Suwannee County School District will provide Career and technical education programs at the postsecondary level by providing access via telephone, access via automated systems, and brochure/handout.

**Method of Referral**

Pursuant to WIOA Section 121(c)(2)(A)(iii), the parties agree that the referral of individuals between the One-Stop partners for the services and activities described will be performed using the following methods:

Referrals will be routinely made between programs and organizations in cases where customers served initially by one organization are deemed to be able to benefit from services provided by another organization and/or the natural continuum of service is adult education leading to postsecondary Career and Technical education to work readiness and ultimately employment.

Referrals between partners for services and programs will be made in person, by telephone, through written communications (fax, e-mail, and paper referrals), or electronically through Internet systems or other connections. Some programs will use state or locally created forms. Partners will continue to provide cross-referral to services and training as well as possible co-enrollment options whenever appropriate and practical.

Internal cross-referral procedures continue to be developed and reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to customers of the One-Stop system.

**Suwannee County School District does not participate in the Resource Sharing/Infrastructure Funding Agreement.****A. One-Stop Resource Sharing/Infrastructure Requirements:**

1. WIOA 121(c)(2)(A)(ii) requires that the funding arrangements for services and operating costs of the service delivery system must be described in this MOU.
2. The methodologies described herein must be allowable under each partner's respective program and under all applicable federal and state rules—including the Office of

Management and Budget (OMB) Circulars applicable to each partner's type of organization.  
The MOD must identify:

- a. The shared One-Stop costs.
- b. The methodologies that will be used to determine each party's proportionate "fair" share of those costs.
- c. The methodologies that will be used to allocate each party's fair share of costs across the cost categories.
- d. The method(s) each party will use to fund its fair share of costs, which may include cash contributions, contributions of staff time, equipment, and/or other resources, or in-kind contributions from a third party.

**B. One-Stop Operating Costs:**

1. The shared operating costs, the projected cost amounts, and each party's method of funding its fair share of those costs are identified in the Infrastructure Funding Agreement, which is included in this MOD and hereby incorporated. The methodologies that will be used to determine each party's fair share of operating costs and to allocate each party's fair share are as follows:
  - a. Identification of Shared Costs.
  - b. Shared Costs Budget.
  - c. Proportionate Share and Cost Allocation.
  - d. Resource Sharing (may include cash contributions, contributions of staff time, equipment and other resources; and
  - e. Resource Sharing Agreements.

**C. Program Costs/Services:**

1. Costs allowable under and allocable to more than one partner program may be considered shared costs that are allocated among the eligible partner programs provided that such action is not prohibited by the partner programs' governing statutes. The manner(s) in which the parties agree to address costs chargeable to more than one partner program must be described in this MOD.
2. All parties expressly agree to use the following methodologies to determine if a particular cost is chargeable to more than one partner program and to address costs found to be chargeable to more than one partner in accordance with the following:
  - a. Methodology to Determine Shared Service Costs:

Costs are allocated to programs based on full time equivalent (FTE) positions in each program as a percentage of total FTE recorded for all programs for positions located in one stop centers. This allocation is performed on a monthly basis with the final allocation for the fiscal year being performed as of June 30.

**D. Budget Tracking:**

1. All parties expressly understand and agree that the initial costs listed in Attachment A, the Infrastructure Funding Agreement (IFA) will be subject to change as actual costs are incurred and paid throughout the effective period of this MOD. 29 CFR 97.20 requires a comparison of actual costs to budgeted costs. Areas will determine actual costs in accordance with local procedures and will submit the actual expenditures to all partners on a quarterly basis.
2. Updates to the IFA will not require an amendment to this MOU unless such updates reflect an increase in the total budget amount. An amendment for this purpose will be signed by authorized representatives of LWDB, the CEO and all affected partners. LWDB will ensure that all partners receive a copy of the amendment and revised budget once the amendment is fully executed.
3. Any time the IFA is modified, the LWDB must provide all parties with notice of the modification and a copy of the modified IFA. The notice shall include a description of the modification, the effective date of the modification, and the reason(s) for the modification.

**Termination/Separation**

**A. MOU Termination:** This MOU will remain in effect until the end date specified unless:

1. All parties mutually agree to terminate this MOU.
2. Funding cuts by one or more federal programs are so substantial that operations cannot continue as specified herein and a new MOU must be negotiated.
3. WIOA regulations or statute is repealed.
4. Local area designations are changed.

**B. Partner Separation:** WIOA Section 121(c) mandates the execution of this MOU between the LWDB and Suwannee County School District; however, Suwannee County School District may terminate its participation as a party to this MOU upon thirty (30) days written notice to the LWDB.

**C. Effect of Termination:** Per WIOA Section 121, any partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the system and will not be permitted to serve on the LWDB as a partner representative.

**D. Partner Disqualification:** An entity identified as a required partner at the time of execution of this MOU that subsequently loses federal funding or the authority to administer the federal program in the Area and therefore no longer qualifies as a required partner under WIOA Section 121(b)(1) must send written notice of the change in status to the LWDB as soon as possible. In such an event, a formal amendment to this MOU will be required. The entity may continue as an additional partner if



mutually agreed by the LWDB, CEO, and the remaining partners.

**Amendment**

A. This MOU may be amended upon mutual agreement of the parties that is not inconsistent with federal, state, or local laws, regulations, rules, plans, or policies or for one or more of the following reasons:

1. Removal or addition of program responsibilities for any partner that administers more than one federal program.
2. An extension of the effective ending date.
3. A change in the One-Stop Operator or Fiscal Agent or a change in the physical location of a One-Stop center.
4. A change in the services, service delivery methods currently utilized, referral methods, methods to determine fair share, or methods to allocate costs.

B. All parties agree that amendments for the reasons listed in 1 of Section A need only be signed by authorized representatives of the LWDB, the CEO, and the affected partner(s). All amendments will involve the following process:

1. The party seeking an amendment will submit a written request to the LWDB that includes:
  - a. The requesting party's name.
  - b. The reason(s) for the amendment request.
  - c. Each section of this MOU that will require revision.
  - d. The desired date for the amendment to be effective.
  - e. The signature of the requesting party's authorized representative.
2. The final, approved amendment draft will be signed by authorized representatives of the affected partners, then submitted to LWDB for the final signature.
3. LWDB will distribute copies of the fully executed amendment to all parties and to CareerSource-Florida as the MOU oversight agency upon execution.

C. This writing constitutes the entire agreement among the parties with respect to each party's role and responsibility in the area's service delivery system. All parties agree that any amendments to any applicable laws or regulations cited herein will result in the correlative modification of this MOU without necessitating a formal, written amendment.

D. All parties agree to communicate details of the amendment to their respective staff members whose responsibilities may be impacted by changes and further agree to ensure that their respective staff members are referencing or utilizing the most current version of the MOU in the performance of responsibilities under this MOU.

Amendments require only the signatures of the LWDB, the CEO, and the affected parties must be executed

no later than 45 days from the end of the current State Fiscal Year.

**Confidentiality**

All parties expressly agree to abide by all applicable federal, state, and local laws regarding confidential information. Each party will ensure that the collection and use of any information, systems, or records that contain personally identifiable information will be limited to purposes that support the programs and activities described in this MOU as part of the service delivery system.

**Impasse—Dispute Resolution**

If an issue arises involving this MOU, parties will make every effort to reach a resolution in a timely and efficient manner. Any part may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the Executive Director of the North Florida Workforce Development Board, Inc. d/b/a CareerSource North Florida and the Director of the partner agency.

A joint decision shall be issued within 60 calendar days of receipt.

If dissatisfied with the decision, the dispute may be filed with the Department of Economic Opportunity (DEO) and the Commissioner of the Department of Economic Opportunity (DEO) to review concerns and determine resolution. DEO and DOE may remand the issue back to the Executive Director of CareerSource North Florida and to the Director of the partner agency or impose other remedies to resolve the issue.

**Limitation of Liability**

To the extent permitted by law, each party agrees to be responsible for any liability that directly relates to any and all of its own acts or omissions or the acts or omissions of its employees. In no event will any party be liable for any indirect or consequential damages caused by actions or omissions of another party or by the employees of another party.

**General Provisions**

The laws and regulations listed in this section are generally applicable to most publicly-funded programs administered by the Florida Department of Economic Opportunity (DEO). The laws and regulations listed herein do not encompass all of the laws and regulations that govern the parties in their respective roles under this MOU. All parties expressly agree to comply with the federal laws and regulations listed below unless the laws and regulations that govern their particular program state otherwise:

A. **Jobs for Veterans Act.** Each party agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 2813.

- B. Americans with Disabilities.** Each party, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
- C. Pro-Children Act.** If any activities call for services to minors, each party agrees to comply with the ProChildren Act of 1994 (45 CFR 98.13) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).
- D. Drug-Free Workplace.** Each party, its officers, employees, members, subrecipient(s) and/or any independent contractors (including all field staff) associated with this MOU agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each party will make a good faith effort to ensure that none of its officers, employees, members, and subrecipient(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- E. Ethics Laws.** Each party certifies that by executing this MOU, it has reviewed Florida Statute, Chapter 112, and knows and understands Florida's ethics and conflict of interest laws. Each party further agrees that it will not engage in any action(s) inconsistent with laws.

**Partial Invalidity**

All questions as to the execution, validity, interpretation, and performance of this MOU shall be governed by the laws of Florida. Should any portion of this MOU be found unenforceable by operation of statute or by administrative or judicial decision, it is the intention of the parties that the remaining portions of this MOU will not be affected as long as performance remains feasible with the absence of the illegal or unenforceable provision(s).

**Counterpart**

This agreement may be executed in one or more than one counterpart and each executed counterpart will be considered an original, provided that the counterpart is delivered by facsimile, mail courier or electronic mail, all of which together will constitute one and the same agreement.

**MEMORANDUM OF UNDERSTANDING**

**Workforce Innovation and Opportunity Act (WIOA)**  
**Local Workforce Development Area 06**

**One-Stop Career Center System**  
**Partners of the American Job Center Network**

**Signature Page**

**The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720.**

**By signing below, all parties mutually agree to the terms prescribe herein.**

**Ronnie Moore,**

**Madison County Board of Commissioners Mike Williams, Chair**

**Chief Local Elected Official**

**CareerSource North Florida Board**

**Signature**

**Date**

**Signature**

**Date**

**Ted Roush, Principal**

**Suwannee County School District**

**Chairperson, Suwannee County School Board**

**Signature**

**Date**

**"Approved as to Form and Sufficiency**

**BY**

**Leonard J. Dietzen, III**

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

# INFO ONLY

Summary Report	
Title	compareDocs Comparison Results
Date & Time	7/15/2020 7:35:53 AM
Comparison Time	2.61 seconds
compareDocs version	v4.3.400.130

Sources	
Original Document	SCSB 2020-58 CareerSource Fully Executed.pdf
Modified Document	SCSB 2021-71 CareerSource.pdf

Comparison Statistics	
Insertions	72
Deletions	12
Changes	5
Moves	0
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	89

Word Rendering Set Markup Options	
Name	Standard
Insertions	
Deletions	
Moves / Moves	
Font Changes	
Paragraph Style Changes	
Character Style Changes	
Inserted cells	
Deleted cells	
Merged cells	
Changed lines	Mark left border.
Comments color	By Author.
Balloons	False

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

**JERRY TAYLOR**  
DISTRICT 1  
**CATHERINE CASON**  
DISTRICT 2  
**TIM ALCORN**  
DISTRICT 3



**ED DA SILVA**  
DISTRICT 4  
**RONALD WHITE**  
DISTRICT 5  
**LEONARD DIETZEN, III**  
BOARD ATTORNEY

1740 Ohio Avenue, South  
Live Oak, Florida 32064  
Telephone: (386) 647-4600 • Fax: (386) 364-2635

**TED L. ROUSH**  
Superintendent of Schools

## MEMORANDUM

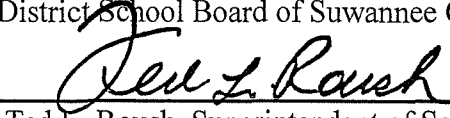
**TO:** Ted L. Roush, Superintendent of Schools  
**FROM:** Walter Boatright, Director of Human Resources *WLB*  
**DATE:** June 30, 2020  
**RE:** Human Resources Transactions for July 28, 2020  
Regular Meeting

### RECOMMENDATION:

Pursuant to Section 1012.27 (1A) (1B), *Florida Statutes*, the Superintendent hereby submits the following written personnel recommendations.

**SUWANNEE COUNTY SCHOOL BOARD**  
**Human Resources Transactions**  
**July 28, 2020**

**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.

**SUMMER TERM 2019-2020:**

**RECOMMENDATION: INSTRUCTIONAL:**

**MISCELLANEOUS:**

Branford High School:

Approval for Alicia Poole to work up to 50 additional hours this summer, effective July 9-16, 2020  
(Note: These are hours which were previously approved for Guidance Counselor Dawn Eakins.)

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

**RECOMMENDATIONS FOR THE 2020-2021 SCHOOL YEAR:**

**RETIREMENTS: INSTRUCTIONAL:**

Branford Elementary School:

Pamela Nettles, Teacher, effective August 5, 2020  
(Revision from 5/26/20 HR Transactions)

Jean Williams, Teacher, effective August 3, 2020

Suwannee Riverside Elementary:

Robbin Chapman, Teacher, effective August 3, 2021  
(Revision from 6/23/20 HR Transactions)

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

Suwannee High School:

Jimmy Jackson, Security Guard, effective, October 1, 2020  
(Revision from 6/23/20 HR Transactions)

Karen Jackson, Attendance Clerk, effective, October 1, 2020  
(Revision from 6/23/20 HR Transactions)

**RESIGNATIONS: INSTRUCTIONAL:**

Branford Elementary School:

Linda Aderholt, Teacher, effective, August 3, 2020

Suwannee Pineview Elementary:

Kimberly Contento, Teacher, effective, August 3, 2020

Elecxia Reed, Teacher, effective, August 3, 2020

Suwannee Springcrest Elementary:

Stephanie Selph, Teacher, effective, August 3, 2020

James "Chip" Thomas, Teacher, effective, August 3, 2020

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

Suwannee High School:

Annah Davis, Paraprofessional, effective, August 3, 2020

Suwannee Middle School:

Martha Jones, Paraprofessional, effective, August 3, 2020

Suwannee Springcrest Elementary:

Kerry Palmer, Paraprofessional, effective, August 3, 2020

Transportation Department:

Eva Garitson, Bus Driver, effective, August 10, 2020

**RECOMMENDATIONS: INSTRUCTIONAL:**

Branford Elementary School:

Lisa Flowers, Teacher, effective August 3, 2020

REPLACES: Pam Nettles

Branford High School:

Alicia Poole, Guidance Counselor, effective July 20, 2020

REPLACES: Dawn Eakins

Suwannee Middle School:

Rachel Adams, Teacher, effective August 3, 2020

REPLACES: Tyler Winburn

Jonathan Meals, Teacher, effective August 3, 2020

REPLACES: Alexander Gonzalez



Suwannee Opportunity School:

Mark Beach, Teacher, effective August 3, 2020

REPLACES: Frank Allen

Suwannee Pineview Elementary:

Sean Oliver, Teacher, effective August 3, 2020

REPLACES: Brandy Hart

Suwannee Riverside Elementary:

Jennifer Mingle, Teacher, effective August 3, 2020

REPLACES: Michelle Jessup

Tracy Pope, Teacher, effective August 3, 2020

REPLACES: Kimberly Contento

Suwannee Springcrest Elementary:

Natalie Haney, Teacher, effective August 3, 2020

REPLACES: Takesha Patrick

Suwannee Virtual School:

Lisa Garbett, Guidance Counselor, effective July 20, 2020

REPLACES: New Position

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

Branford Elementary School:

Amanda Harris, Registrar, effective, July 1, 2020

REPLACES: Sharon Richardson

Timothy O'Reilly, Custodian, effective, July 13, 2020

REPLACES: Kendra Rife

Branford High School:

Matthew Hiers, Custodian, effective, July 15, 2020

REPLACES: John Stancel

Devontaye Thomas, Custodian, effective, July 7, 2020

REPLACES: Sharon Cregg

Suwannee High School:

Cynthia Ford, Custodian, effective July 6, 2020

REPLACES: Linda Goodman

Rebecca Futch, School Nurse, effective August 3, 2020

REPLACES: Kristen Kirby

Suwannee Middle School:

Leslie Ramsey, Paraprofessional, effective August 3, 2020

REPLACES: Martha Jones

Suwannee Opportunity School:

Nikolas Hurst, Paraprofessional, effective, August 3, 2020

REPLACES: Tramane Carwise

Suwannee Springcrerst Elementary:

Lynn Peaden, Media Clerk, effective, August 3, 2020

REPLACES: Monica Sauer

Amy Steed, School Secretary, effective, July 6, 2020

REPLACES: Lori Alban

Transportation Department:

Lawrence Brannon, Mechanic, effective, July 13, 2020

REPLACES: Joel "Tony" Hallman

Sandra Barrs, Bus Driver, effective, August 10, 2020

REPLACES: August Schomburg

Tracy Felty-Janosh, Bus Driver, effective, August 10, 2020

REPLACES: Kristine Meyer

Robert Frayer, Bus Driver, effective, August 10, 2020

REPLACES: Leon Kaczmarek

Curt Lux, Bus Driver, effective, August 10, 2020

REPLACES: Deseree Ansley

**TRANSFERS/REASSIGNMENTS:**

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>EFFECTIVE</u>	<u>REPLACES</u>
Kadie Butler	SRE/Paraprofessional	SPE/Paraprofessional	8/3/2020	Position Transfer from SRE
Tramane Carwise	SOS/Paraprofessional	SRE/Paraprofessional	8/3/2020	Tenlee Deloach
Melanie Chambliss	SRE/Registrar	SMS/Admin School Secretary	7/1/2020	Kathy Shea
Tenlee Deloach	SRE/Paraprofessional	SHS/Paraprofessional	8/3/2020	New Position
Brenda Raulerson	BES/Paraprofessional	BHS/Paraprofessional	8/3/2020	Transfer Position from BES
Monica Sauer	SSE/Media Clerk	SSE/Paraprofessional	8/3/2020	Amy Steed
Barbara Tucker	SSE/Paraprofessional	SPE/Paraprofessional	8/3/2020	Transfer Position from SSE
Patricia Williams	SHS/Paraprofessional/Temporary	SMS/Paraprofessional/Temporary	8/3/2020	Transfer Position from SHS

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

Branford Elementary School:

Sharon C. Richardson, Registrar, June 8, 25, and 29, for a total of 24 hours

**SUBSTITUTE:**

The following to serve as Substitute Bus Driver:

Sateria Gissendanner      Stacie Starcher

**MISCELLANEOUS:**

Approval for the following to work additional hours for Pre-K registration.

Tresca Anderson	Amanda Kiser	Nicole Poole	Deanna Yott
Tara Brock	Brittany Lock	Dora Townsend	
Laritta Hunter	Luvernia Lock	Elizabeth Vann	

**Transportation:**

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

Tyrone Ansley	David Barnes	Inez Williams
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**PART-TIME/HOURLY EMPLOYEES:**

**RIVEROAK TECHNICAL COLLEGE PART-TIME/HOURLY EMPLOYEES**

**July 1, 2020-June 30, 2021:**

**CAREER AND TECHNICAL EDUCATION**

Lindsey Bricker	I.V. Therapy
Mary Kinard	Adult Education Teacher/ESL
Danielle Ovando	Adult Education Teacher/ESL
Abbey Warren	Adult Education Teacher/ESL

**CONTRACT RECOMMENDATIONS:**

**ANNUAL INSTRUCTIONAL CONTRACTS:**

**Branford Elementary School:**

Miranda Walker	10
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**Branford High School:**

Jerrica Byrd	10
Erin Roberts	10
Maria Rodriguez	10
Tommy Taylor	10

**RIVEROAK Technical College:**

Kevin Mercer	10
Julie Ulmer	12

Suwannee Elementary School/Suwannee Pineview Elementary-Innovation:

Emily Goss	10
Rowna Valin	10

Suwannee High School:

Sarah Grillo	10
Lillian Henderson	10
Malcolm Pollock	10
Travis Tuten	12

Suwannee Intermediate School/Suwannee Springcrest Elementary-Leadership:

Keith Cherry	10
Mary Metz	10
Becky Skipper	10
Martha Southerland	10

Suwannee Middle School:

Deanna Burkett	10
Samantha Land	10
Lindy Meeks	10
Jennifer Neely	10
Patrice Parker	10
Ashton Petersen	10

Suwannee Opportunity School:

Justin Bruce	10
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Suwannee Primary School/Suwannee Riverside Elementary-Arts:

Summer Bell	10
Michelle Jessup	10

**Professional Service Contract (Renewal):**

Student Services:

Angel Hill	<u>TERM</u> 12
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**SUPPLEMENTARY:**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>
Michael Braun	Athletic Director	SHS
Michael Braun	Offensive Coordinator	SHS
Andrew Chapman	Athletic Director	SMS
Timothy Clark	Assistant Athletic Director	BHS
Timothy Clark	Head Football Coach	BHS
Cheri Copeland	Band Director	SMS
Patrick Dawson	NJROTC	SHS
Kyler Hall	Assistant Athletic Director	SHS

Kyler Hall	Head Football Coach	SHS
Debra Kleinsmith	NJROTC	SHS
Fred “Alex” O’Quinn	Athletic Director	BHS
Katheryn Quincey	Ag/FFA Sponsor	SHS
Travis Tuten	Ag/FFA Sponsor	SHS
Stacy Young	Ag/FFA Sponsor	BHS

**VOLUNTEERS:**

Herman Gunter V  
Gregory Hill  
Letavion Philpot-Coleman

**End of List  
2020-2021  
School Year**

## ***CHAPTER 3.00 - SCHOOL ADMINISTRATION***

### **PLEDGE OF ALLEGIANCE AND SOLEMNIZING MESSAGE 3.20**

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

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

### ***CHAPTER 3.00 - SCHOOL ADMINISTRATION***

November	Suwannee High School
December	Suwannee Riverside Elementary

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

### ***CHAPTER 3.00 - SCHOOL ADMINISTRATION***

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

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



### ***CHAPTER 3.00 - SCHOOL ADMINISTRATION***

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

STATUTORY AUTHORITY:

1001.41; F.S.

LAWS IMPLEMENTED:

U.S. Constitutional Amendment 1

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

## CHAPTER 5.00 – STUDENTS

### EXPULSION OF STUDENTS

5.12

#### **POLICY:**

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

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

## ***CHAPTER 5.00 – STUDENTS***

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

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

## ***CHAPTER 5.00 – STUDENTS***

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

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

## ***CHAPTER 5.00 – STUDENTS***

including specific allegations of fact to support the recommendation.

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

### ***CHAPTER 5.00 – STUDENTS***

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

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

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

### ***CHAPTER 5.00 – STUDENTS***

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

5. Any student who is being considered for dismissal shall be accorded due process of law prior to dismissal. This shall include the following:
  - a. A written copy of the charges against the student;
  - b. The offer of a hearing at which the student may call witnesses and present evidence in the student's own behalf;
  - c. The right to cross-examine witnesses;
  - d. The right to defend the student's actions;
  - e. Legal counsel at the student's expense to assist the student in presenting a defense; and,
  - f. A written copy of the School Board's findings or action.
6. The following shall apply to informal proceedings on undisputed facts:
  - a. The student's parent(s) or the adult student may request, in writing, that an informal proceeding be conducted  
  
before the School Board's Hearing Officer when the facts alleged in the charges upon which the Superintendent's recommendation is based are not disputed. The student's parent(s) or the adult student shall file a written request for informal proceeding before a date and time certain with the Superintendent's office as provided in the notice. Failure to

### ***CHAPTER 5.00 – STUDENTS***

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

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

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

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

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



### ***CHAPTER 5.00 – STUDENTS***

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

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

### ***CHAPTER 5.00 – STUDENTS***

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

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

### ***CHAPTER 5.00 – STUDENTS***

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

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

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

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

## ***CHAPTER 5.00 – STUDENTS***

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

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

STATUTORY AUTHORITY: 1001.41; 1001.42, F.S.

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

STATE BOARD OF EDUCATION RULE: 6A-6.0331

History:

Adopted:

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

Formerly: JGE

## CHAPTER 8.00 - AUXILIARY SERVICES

### SAFETY

8.01\*+

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

## CHAPTER 8.00 - AUXILIARY SERVICES

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

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

## CHAPTER 8.00 - AUXILIARY SERVICES

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

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

HISTORY:

ADOPTED: \_\_\_\_\_

REVISION DATE(S):

FORMERLY: 8.01 Option 1



## Ashford Services, Inc.

June 29, 2020

Suwannee County School Board  
1740 South Ohio Avenue  
Live Oak, FL 32064

Dear Board Members,

I would like to take this opportunity to thank you for selecting Ashford Services to help with your school systems many janitorial needs. Ashford has been committed to supply all products and services required by our contract and look forward to continuing to do so in the future.

During our contract period our suppliers have had significant price. To date Ashford has absorbed all increases, however at this time I respectfully request the Board review the upsurge in our cost and allow us to have some pricing increases.

We appreciate your time and consideration on this matter. Ashford Services will continue to provide quality service.

Regards,

Earl A. Hurst  
President

Enclosures



March 12<sup>th</sup>, 2019

Dear von Drehle Customer,

von Drehle continues to experience significant cost pressures on several fronts. As such, please be advised that we will increase prices up to 8% on towel, tissue, and dispensers beginning on June 1<sup>st</sup>, 2019. Select items may increase more. Please await your revised price sheets for actual increased levels.

Normal orders placed by May 31<sup>th</sup>, 2019 will be invoiced at current into-stock prices. All order placed on or after June 1<sup>st</sup>, 2019 will be invoiced at the new into-stock prices.

Revised price sheets will be supplied in early May. Until Further Notice contracts will be changed June 1<sup>st</sup>, 2019 and all other contracts will be adjusted upon renewal.

Please be advised that for contract POD's, the contract price in effect on the date of the delivery of product to your End User is the price that applies for rebates.

Your local von Drehle sales person can be contacted with questions and we appreciate your taking time to review this letter.

Thank you for your business and continued support.

Sincerely,



The von Drehle Corporation



a minority owned company

## IMPORTANT SALES ANNOUNCEMENT

September 3, 2019

Ashford Services, Inc.  
Purchasing & Accounting  
2170 Emerson Street  
Jacksonville, FL 32207

Dear Valued Customer:

Due to the unprecedented Tariff increases; ranging from 15%-30%, effective October 1, 2019, are directly correlated to the record escalation in sourcing costs and production.

This is to inform you that ABCO Products will implement a Price Increase effective **October 1, 2019** as follows:

1. China origin + 15% (metal handles, aluminum handles, metal dust mop frames)
2. China origin + 10% (dust pans, brooms, brushes, bowl swabs, microfiber clothes, buckets, floor & window squeegees, wire brushes, litter & debris pickers, angle brooms)
3. Other products + 3.5% (wet mops, dry mops, mop handles, wooden handles)

A majority of our products & raw materials are impacted by these Tariffs; knowing these full increases will produce a significant strain on costs to your business as an ABCO Distributor as well as to the end user; we are absorbing much of incurred costs to reflect our commitment to our partnership.

The instability in supply chain product costs have prompted us to react accordingly as we continue to minimize these increases in the face of the current economic climate no differently than other businesses today.


Pricing on all orders received, processed and confirmed for immediate shipment at ABCO Products until the **end of business 5:00 PM EST: Monday, September 30, 2019** will reflect the current pricelist now in effect.

New orders received after this date & processed on Tuesday; October 1, 2019 will be subject to the price increases and thereafter.

You may contact your assigned Sales Representative or our Customer Service Department on questions regarding the price increase as well as new pricing files and the status of orders currently in-house.

On behalf of ABCO Products; I appreciate your business and wish you continued success.

Kind regards,

  
**Christopher Meaney**  
Vice President of Sales & Marketing  
ABCO CLEANING PRODUCTS  
6800 NW 36 Avenue, Miami FL 33147

**RECEIVED**  
SEP 11 2019

BY: .....

## Important Notice: 3% Price Increase on Hillyard-Manufactured Items

From: Matt Johnston (mjohnston@hillyard.com)

To: patrick@ashfordservices.net

Date: Thursday, January 2, 2020, 10:43 AM EST

Due to an increase in raw materials, packaging and transportation costs, there will be a 3% increase to Hillyard-manufactured products.



Hi Patrick,

Starting February 3, 2020, there will be a 3% price increase on all Hillyard-manufactured products. The increase will be applied to all Hillyard liquids, Trident equipment and parts, laundry and dish liquids, as well as Gator Matting. Over the past year, we have experienced increases in raw material components and packaging, as well as consistent rising transportation costs. Pricing will be entered into the system for viewing no later than mid-January.

We thank you for your continued support and look forward to a strong year in 2020.

Sincerely,

A handwritten signature in cursive script that reads "Matt Johnston".

Matt Johnston  
National Sales Manager

302 N 4th Street • Saint Joseph, MO 64501 • United States • [Click here](#) to unsubscribe.

[View this email in your browser](#)

## Cindy Sullivan

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**From:** Brad DeHart <brad.dehart@vondrehle.com>  
**Sent:** Wednesday, March 25, 2020 11:09 PM  
**To:** Brad DeHart  
**Subject:** vonDrehle Update: PLEASE READ

Good evening distributor partners,

I hope everyone is staying healthy and safe during these tough times.

I wanted to take a moment and thank you all for the continued support, it does NOT go unnoticed. I also wanted to provide everyone with a quick update since I am getting so many emails, calls and texts asking about household bath tissue availability and lead times.

*As many of you know, our orders on household bath tissue are up 600% in March 2020 over March 2019. We believe that this order pattern is primarily created over ordering due to panic, hoarding, people buying wholesale tissue to stock retail shelves or take home for their employees and sadly some people looking to turn a quick profit during this time of need.*

### **Our response to this increase:**

-First, I want to be clear. Our sales orders are up 600%, but that does not mean we will be selling 600% more product. We simply do not have an extra 600% of product laying around or enough unused machine time to make that happen. Every customer buying household tissue will be affected small or large.

-To be as fair as possible we are looking at everyone's order history and what your order patterns looked like for the 6 months prior to last week. We are then using that data to determine the amount of tissue we can allow for each distributor to purchase. Our reason for this is simple; our machine in NC for example can push out around 3,000 cases per day of single wrap tissue. However, if we are receiving orders of say, 5,000+ cases per day we simply cannot make that much. We have to decide where that product can go and how best to divide them appropriately.

-Also, we have decided at this time to only sell to our loyal customers (if you are on this email, that is you!) and we have turned away all new or fair-weather buyers. We have seen tons of folks po- up over the past few weeks wanting to place large orders and we are simply turning them away.

-Orders responses are delayed. We have decided to protect our employees and staff and only allowing essential office personnel in the office. The remainder of the team that can work from home are working from home causing some delays. Also, the sheer amount of orders being processed and the necessary changes being made to those orders is also causing a delay. Our customer service team is working around the clock and over the weekends to keep up, I ask that everyone please be patient and thank you all for continuing to be patient with them. If you need something urgently, please contact me directly.

-Some orders are being pushed back by a number of days and in some rare cases by weeks and other orders are being reduced on household tissue in order to ship other items that are needed for you to take care of so many other customers that need proprietary items, JRT, hard wounds, etc.

-We are doing everything possible to keep our employees safe including sanitizing and cleaning work stations more frequently, only permitting essential personnel on sight, practicing social distancing, limiting travel and eliminating any in person meetings that are non-critical

-We are also performing more frequent machine maintenance and have ordered additional stand by machine parts to prevent any machine downtime

-Some good news: We are not seeing the strain on hard wound roll towels and many other items that we thought we would. Kitchen towels and JRT tissue is much tighter than normal, but for the most part we seem to be getting those orders out on a fairly normal basis that do not contain a ton of household tissue.

#### **What can you do as a distributor:**

Here is what I can tell you will probably help all of us in the long run. If you can try to push orders of household tissue ONLY to Essential businesses right now ie: medical and healthcare facilities, businesses that are supporting medical or food supply, etc. I would consider much of the following to be Non-Essential businesses: Hotels/Resorts, low level office buildings, concert or sports venues, schools and or universities (no students at this time), etc. Also, please do not let your customers over order. If they had 50 employees yesterday, in most cases, they still have the same 50 employees today or less since many are working from home and therefore their usage should somewhat be the same. Also, if you are selling tissue to the general public please consider breaking cases and selling them only 4-6 rolls. A household of 4 people would take several months to go through 96 rolls of commercial tissue that could be put to better use at a medical facility, nursing home etc..

Again, thank you for your continued support and I hope this information helps. Please do not hesitate to contact me directly. We will all get through this together!

#### **Brad DeHart**

Regional Sales Manager – Florida

Cell: 828.514.0074

Office: 828.322.1805

Fax: 828.322.4390

[brad.dehart@vondrehle.com](mailto:brad.dehart@vondrehle.com)



[Check out our video page for info on von Drehle](#)

[Follow us on LinkedIn.com](#)

Cindy Sullivan

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**From:** Impact Products, LLC <noreply@impact-products.com>  
**Sent:** Tuesday, April 14, 2020 11:00 AM  
**To:** Cindy Sullivan  
**Subject:** Impact Products Price Increase Notification



April 14, 2020

Dear Valued Customer:

All of us at Impact thank you for your continued support as together we work to provide essential goods and services to those on the front lines fighting COVID-19. For all of us, this has not been without significant challenges, not the least of which is unprecedented demand for our products, concurrent with a lengthy interruption of the flow of goods from Southeast Asia. Here is what is happening with our business:

**Pricing:**

As you might expect, we are seeing significant increases in costs for some import items, and items with imported components. Accordingly, we are announcing a price increase effective May 15<sup>th</sup> as follows:

- Disposable Latex and Poly Gloves: 18%
- Disposable Vinyl & Nitrile Gloves: 20%
- Feminine Hygiene Pads: 3%
- 5800 & 5900 Series General Purpose Trigger Sprayers: 18%
- Right To Know Centers: 5%
- Glove / PPE Dispensers: 8%
- DuPont PPE: 4%
- Polypropylene PPE: 20%
- Vinyl, MVA and PE Sleeves and Aprons: 15%

Additionally, due to extremely high demand, and resulting pricing volatility, **chlorinated polyethylene (CPE) items and all face masks will be priced at time of order.** Please contact customer service or your Impact sales manager for current pricing.

New contract pricing will be mailed to you this week. If you prefer an electronic copy, please email: [dvonahrens@impact-products.com](mailto:dvonahrens@impact-products.com) or reach out to your Impact sales leader.

Due to the current volatility of the market, we anticipate that other categories of products may eventually be affected, and we will notify you if that occurs.

**Lead Times:**

While lead times continue to be extended, we are making progress in reducing backlog by implementing several initiatives to increase shipping output, including asking customers to temporarily accept items without private branding. We appreciate your patience and understanding during this unprecedented demand.

**Inventory and Allocation:**

We continue to experience our high demand in several product categories. The good news is that manufacturing in Southeast Asia is coming back online and we do have orders currently in schedule for production. A complete list of allocation items is available on our website: [www.impact-products.com](http://www.impact-products.com)

**Our Employees:**

I would be remiss not to recognize the incredible efforts of our team members in Toledo, Purvis and Riverside. During this time of personal stress and anxiety, our teams have continued to work diligently to serve our customer community with excellence.

Again, we thank you for your continued support and patience during this time. If at any time you have any questions or concerns, please reach out to your Impact sales leader or me.

Sincerely,  
Chris Tricozzi  
Vice President, Sales

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**[Click Here to Download a Copy of This Letter.](#)**

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**For More Information**



	ITEM #	DESCRIPTION	UNIT TYPE	Current Bid Price	Proposed Price
CS-001	10054	Angle Broom	EACH	4.33	4.33
CS-002	304	Corn Broom	EACH	6.38	6.38
CS-003	24986	Looped Wet Mop 24 oz Blue	EACH	4.08	4.22
CS-004	24991	Looped Cotton Mop 20oz White	EACH	3.52	3.64
CS-005	19167	Wet Mop, Microfiber Medium	EACH	8.50	8.50
CS-006	19168	Wet Mop, Microfiber Large	EACH	9.60	9.60
CS-007	19170	Flat Mop 18" Easy Scrub	EACH	4.10	4.10
CS-008	19070	Flat Mop 18" Blue Wavehook B18	EACH	10.83	10.83
CS-009	19069	Flat Mop 18" Red Wavehook R18	EACH	10.83	10.83
CS-010	19178	Flat Mop Microfiber Scrubber Pad (for Grout)	EACH	5.21	5.21
CS-011	19071	Flat Mop 24" Blue Wavehook B24	EACH	15.57	15.57
CS-012	191635/19284	Microfiber Dust Mop 5x24	EACH	7.83	7.83
CS-013	191636/19285	Microfiber Dust Mop 5x36	EACH	10.81	10.81
CS-014	191637/19286	Microfiber Dust Mop 5x48	EACH	13.93	13.93
CS-015	2024	24oz Rayon Cut-End String Mop	EACH	3.24	3.24
CS-016	1016	16oz Cotton Cut-End String Mop	EACH	2.08	2.08
CS-017	8301621	Velcro Wet Flat Mop - Blue	EACH	2.98	2.98
CS-018	19015	24" Fringed Microfiber Dust Mop	EACH	8.78	8.78
CS-019	19016	48" Fringed Microfiber Dust Mop	EACH	11.96	11.96
CS-020	24524	Dust Mop Frame 5x24	EACH	2.30	2.30
CS-021	24536	Dust Mop Frame 5x36	EACH	2.93	2.93
CS-022	24548	Dust Mop Frame 5x48	EACH	3.76	3.76
CS-023	1104	Wood Broom Handle Threaded w/metal 60"	EACH	2.81	2.81
CS-024	1208/19327	Gripper Mop Handle 60" Fiberglass	EACH	8.13	8.13
CS-025	1406	Dust Mop Handle w/Metal Tip Clip	EACH	5.32	5.32
CS-026	96948/19330	18" Flat Mop Frame w/54" Metal Handle	SET	18.75	19.29
CS-027	96951	24" Flat Mop Frame w/54" Metal Handle	SET	21.10	22.05
CS-028	19181	8' Telescopic Pole 15/16" threaded tip	EACH	12.82	14.36
CS-029	6222	SS Squeegee Handle Rubber Grip 12"	EACH	15.97	17.57
CS-030		Short Handle for Flat Mop	EACH		
CS-031	54206	14" White Floor Pads	CASE	8.81	9.13
CS-032	52005	20" Stripper Pads Black High Pro	CASE	15.42	15.94
CS-033	54212	20" Polishing White Floor Pads	CASE	12.95	13.10
CS-034	57804	20" Burnishing Pads hogs hair	CASE	12.94	13.44
CS-035	19182	19" Bonnet w/scrub strip	EACH	20.95	13.55
CS-036	54279	20" Red Floor Pads	CASE	20.09	9.92
CS-037	18871	12" White Floor Pad	CASE	7.11	5.53
CS-038	14707	Wax Stripper - Devastator 5 gallon bag-in-box	BIB	97.15	99.67
CS-039	53407	Floor Finish - Explorer 5 gallon bag-in-box	BIB	81.63	83.59
CS-040	34007	Sealer - Seal 340 5 gallon bag-in-box	BIB	81.20	83.16
CS-041	53804	H.R. 2000 Mop On Restorer	QUART	6.63	6.78
CS-042	53806	H.R. 2000 Mop On Restorer	GALLON	17.90	18.32
CS-043	21906	Nutra-Rinse	GALLON	18.43	18.85
CS-044	83425	Arsenal 1 Recoat Prep 2.5L Bottle 4ea/cs	EACH	20.88	21.24



CS-045	84025	Arsenal 1 Degreaser - HD 2.5L Bottle 4ea/cs	EACH	19.16	19.58
CS-046	81625	Arsenal 1 Re-Juv-Nal 2.5L Bottle 4ea/cs	EACH	12.90	13.19
CS-047	47006	Liquid Enzyme II	GALLON	12.14	12.41
CS-048	21506	Super Fil-Tone Dust Mop Treatment	GALLON	25.52	26.13
CS-049	12504	Extra Strength CSP	QUART	6.20	6.34
CS-050	80225	Arsenal 1 Window Clean+ 2.5L Bottle 4ea/cs	EACH	22.69	23.21
CS-051	81025	Arsenal 1 Top Clean 2.5L Bottle 4ea/cs	EACH	24.16	24.72
CS-052	100904	AFRC Acid-Free Restroom Cleaner 12qt/cs	QUART	2.53	2.59
CS-053	10204	Hillyard Germicidal Bowl Cleaner 23% HCL 12qt/cs	QUART	2.63	1.70
CS-054	10404	Liquid Swabby II - Bowl Cleaner 12qt/cs	QUART	2.30	1.67
CS-055	83825	Arsenal 1 Suprox Multi-Purpose 2.5L Bottle 4ea/cs	EACH	18.81	19.24
CS-056	47706	Mariner (Klavac) Cleaner 4gal/cs	GALLON	22.07	22.58
CS-057	18306	Defoamer II 4gal/cs	GALLON	20.87	21.35
CS-058	82525	Arsenal 1 Sanitizer 2.5L Bottle 4ea/cs	EACH	15.98	16.35
CS-059	17906	Hillyard Lemon Disinfectant 4gal/cs	GALLON	12.71	12.98
CS-060	14306	Citrus-Scrub 4gal/cs	GALLON	26.19	26.76
CS-061	18706	Herbal Odor Counteractant 4gal/cs	GALLON	21.20	21.67
CS-061	18606	Lemon Odor Counteractant 4gal/cs	GALLON	21.20	21.67
CS-062	46606	Take Down - Cherry 4gal/cs	GALLON	21.58	22.07
CS-062	46706	Take Down - Green Apple 4gal/cs	GALLON	21.58	22.07
CS-062	46806	Take Down - Fresh & Clean 4gal/cs	GALLON	21.58	22.07
CS-063	1438	HOST Dry Carper Cleaner SJ 2.2 lb/bag, 12bags/cs	CASE	155.00	124.00
CS-064	4128	HOST Dry Carpet Cleaner 12lb/bucket	BUCKET	34.75	28.00
CS-065	90904	Carpet Spotter Gel 12qt/cs	QUART	5.81	5.93
CS-066	95	Proteam Super Coach Vac Bags 10 bags/pack	PACK	10.40	8.62
CS-066	19000	Proteam Double Swivel Cuff	EACH	7.27	5.28
CS-067	17047	Royal Type B Vac Bags 10 bags/pack	PACK	11.54	12.30
CS-068	18825	Royal Vacuum Belt	EACH	3.00	3.23
CS-069	19039	Royal Vacuum Brush Roller	EACH	52.00	39.99
CS-070	679	Electrolux SC679J Vacuum	EACH	164.25	167.34
CS-071	30563	Belt for Electrolux SC679J Vacuum	EACH	1.20	1.33
CS-072	53270	Metal Distributor for Electrolux SC679J Vacuum	EACH	20.50	23.62
CS-073	56330690	Vacuum Bags for Advance Carpetriever 28	CASE	58.50	49.99
CS-074	1008	26qt Mop Bucket w/Wringer	EACH	44.31	30.50
CS-075	1007	35qt Mop Bucket w/Wringer	EACH	47.32	31.51
CS-076	174	Blue Janitor Cart	EACH	130.00	102.00
CS-077	176	Vinyl Janitor Cart Replacement Bag	EACH	24.83	23.88
CS-078	18851	Wet Floor Signs English/Spanish	EACH	5.43	4.34
CS-079	1530	Long Handle Floor Scraper	EACH	15.60	11.88
CS-080	1600305	Scraper Blades 10 ea/pkg	PACK	6.07	4.65
CS-081	378000	Pumice Block 12ea/box	EACH	2.48	1.85
CS-082	7150/30312	Amazing Sponge Vandal Mark Remover/Glacier HSP	EACH	1.20	0.70
CS-083	7458	Window Squeegee/Scrubber	EACH	3.52	2.75
CS-084	622218	Squeegee Blades 12" 6ea/bag	BAG	11.44	13.06
CS-085	30035	Strip Washer Complete - 14"	EACH	15.50	11.27
CS-086	93126	Putty Knife	EACH	2.37	2.47
CS-087	2000	Toilet Bowl Mop 12ea/cs	EACH	0.66	0.46

CS-088	19195	Spray Bottle Clear 32oz Quantity Marks	EACH	0.80	0.60
CS-089	5700	Ergonomic Trigger Sprayer	EACH	0.65	0.55
CS-090	7313	Treads Stripping Boots (Must State Size)	EACH	45.51	36.49
CS-091	2211661	Powder Free Vinyl Gloves - Small 10bx/cs	BOX	3.47	1.80
CS-091	2211662	Powder Free Vinyl Gloves - Medium 10bx/cs	BOX	3.47	1.80
CS-091	2211663	Powder Free Vinyl Gloves - Large 10bx/cs	BOX	3.47	1.80
CS-091	2211664	Powder Free Vinyl Gloves - X-Large 10bx/cs	BOX	3.47	1.80
CS-092	22151011	Powdered Vinyl Gloves - Small 10bx/cs	BOX	3.37	1.70
CS-092	22151012	Powdered Vinyl Gloves - Medium 10bx/cs	BOX	3.37	1.70
CS-092	22151013	Powdered Vinyl Gloves - Large 10bx/cs	BOX	3.37	1.70
CS-092	22151014	Powdered Vinyl Gloves - X-Large 10bx/cs	BOX	3.37	1.70
CS-093	149202	Powder Free Nitrile Gloves - Medium 10bx/cs	BOX	6.42	4.33
CS-093	149203	Powder Free Nitrile Gloves - Large 10bx/cs	BOX	6.42	4.33
CS-093	149204	Powder Free Nitrile Gloves - X-Large 10bx/cs	BOX	6.42	4.33
CS-094	32101	Doodlebug Pad Holder	EACH	5.96	4.00
CS-095	522072	Doodlebug Black Pads 5 ea/plk	PACK	6.74	3.75
CS-096	196	Green Medium Duty Scour Pad 20ea/cs	CASE	6.97	4.43
CS-097	9210	Lobby Dust Pan	EACH	9.50	5.42
CS-098	96460	Cob Web Duster w/Extension Handle	EACH	9.50	7.85
CS-099	96461	Cob Web Duster Refill Head	EACH	5.72	4.56
CS-100	413100	Dust Masks 50 masks/box	BOX	6.00	N/A
CS-101	41101	Blue Huck Towels 10lb Box	BOX	26.45	26.48
CS-102	8301616	Microfiber Towels - Yellow 12ea/pack	EACH	0.93	0.56
CS-102	8301617	Microfiber Towels - Green 12ea/pack	EACH	0.93	0.56
CS-102	8301618	Microfiber Towels - Blue 12ea/pack	EACH	0.93	0.56
CS-102	8301619	Microfiber Towels - Red 12ea/pack	EACH	0.93	0.56
CS-103	18824	Dirty Grout Demon	EACH	14.11	14.86
CS-104	520	Toilet Plunger	EACH	5.34	3.56
CS-105	296	Ant & Roach Spray 12 cn/cs	CAN	4.99	5.11
CS-106	105255	Lemon Furniture Polish 12 cn/cs	CAN	3.07	3.15
CS-107	103055	Gum Remover 12 cn/cs	CAN	3.52	2.59
CS-108	105055	Graffiti Remover 12cn/cs	CAN	3.96	4.04
CS-109	5	Wasp & Hornet Spray 12 cn/cs	CAN	4.69	4.81
CS-110	103955	Germicidal Foaming Spray 12 cn/cs	CAN	2.94	3.00
CS-111	103455	Stainless Steel Cleaner - Oil Based 12 cn/cs	CAN	3.82	3.91
CS-112	113455	Stainless Steel Cleaner - Water Based 12cn/cs	CAN	3.70	3.79
CS-113	103655	Jell Baseboard Stripper 12 cn/cs	CAN	3.80	3.89
CS-114	113155	HD Multi-Purpose Cleaner	CAN	2.46	2.52
CS-115	3200	32 Gallon Garbage Can w/o Lid	EACH	21.28	15.60
CS-116	3448	44 Gallon Garbage Can w/o Lid	EACH	35.00	26.25
CS-117	18960	28qt Black Waste Basket	EACH	6.05	6.95
CS-118	3244	Dolly for Garbage Cans	EACH	30.00	24.95
CS-119	404817	Liners Black 40x48 17Mic 250/cs	CASE	30.50	21.09
CS-120	242406	Liners Clear 24x24 6Mic 1000/cs	CASE	15.20	9.86
CS-121	2433061	Liners Clear 24x33 6mic 1000/cs	CASE	20.75	12.55

CS-122	303719	Liners 30 x 37 Clear 19mic 250/cs	CASE	21.50	13.75
CS-123	386022	Liners Black 38x60 22mic 150/cs	CASE	29.00	19.8
CS-124	404819	Liners 40 x 48 Clear 19mic 200/cs	CASE	27.51	19.02
CS-125	434816	Liners 43 x 48 Clear 16mic 200/cs	CASE	28.00	20.46
CS-126	8802	880-B White Hardwound Roll Towels 6rl/cs	CASE	28.50	21.40
CS-127	88014	880-N Brown Hardwound Roll Towels 6rl/cs	CASE	24.35	17.70
CS-128	880149	880-NI I-Cut Brown Hardwound Roll Towels 6rl/cs	CASE	31.80	23.00
CS-129	86314	863-N Brown Hardwound Roll Towels 12rl/cs	CASE	34.16	27.60
CS-130	548	Multi-Fold Towels White 4000/cs	CASE	21.53	17.10
CS-131	54811	Multi-Fold Towels Brown 4000/cs	CASE	18.97	14.70
CS-132	4100	Kitchen Roll Towels 85shts 30rl/cs	CASE	26.58	19.20
CS-133	6602	6602T White 2-Ply Centerpull Towels 6rl/cs	CASE	33.15	24.50
CS-134	1077	1077T White 1-Ply Centerpull Towels 6rl/cs	CASE	34.35	26.30
CS-135	19901	S901 Wipers 100/bx 9bx/cs	CASE	57.00	35.80
CS-136	1209	JRT Toilet Paper 2ply 1000' 12rl/cs	CASE	28.10	23.00
CS-137	5022	Feather Soft Tp 2ply 500shts 96rl/cs	CASE	43.40	31.90
CS-138	619	Baywest Green Scal TP 36rl/cs	CASE	54.88	39.20
CS-139	512006	Gojo Dispenser for Sanitizer Free	EACH	FREE	FREE
CS-140	8864	Roll Towel Dispenser Free	EACH	FREE	35.60
CS-141	154222	JRT Toilet Paper Dispenser Free	EACH	FREE	10.10
CS-142	6622	Centerpull Dispenser Free	EACH	FREE	15.90
CS-143	91128	Deb Curved Hand Soap Dispenser Free	EACH	FREE	FREE
CS-144	99700	Arsenal 1 Wall Mount Dispenser Free	EACH	FREE	FREE
CS-145	99705	Arsenal 1 Portable Dilution Control Kit	KIT	FREE	15.00
CS-146	99706	Arsenal 1 Dispensing Gun	EACH	FREE	FREE
CS-147	572504	Aero Green Foaming Hand Soap 8ea/cs	CASE	65.90	55.60
CS-148	37706	Green Select Liquid Hand Soap 4gal/cs	GALLON	10.09	7.65
CS-149	18895	Defend Antimicrobial Hand Soap 4gal/cs	GALLON	10.50	8.00
CS-150	1616077	Waxed Sanitary Bags 500/cs	CASE	21.10	16.60
CS-151	1292010	Red Bio Bags 24X23 1.0 Mil 200/cs	BOX	18.67	19.76
CS-152	404613	Red Bio Bags 40x46 1.30 Mil 100/cs	BOX	34.03	22.82
CS-153	19119	Sharp Container - 2 Gallon	EACH	7.23	4.52
CS-154	15028	Odor Out Lemon 12 cn/cs	CASE	30.23	24.12
CS-155	165	Urinal Screens w/Cherry Block 12ea/cs	CASE	20.60	15.84
CS-156	519203	Purell Hand Sanitizer 5192-03 1200ml Refill 3ea/cs	EACH	76.86	N/A
CS-157	19177	Clear Safety Glasses	PAIR	1.50	0.80

## SUWANNEE COUNTY SCHOOL DISTRICT MENTAL HEALTH ASSISTANCE ALLOCATION PLAN

AUGUST 1, 2020

School mental health services are essential to creating and sustaining safe schools. "Increased access to mental health services and supports in schools is vital to improving the physical and psychological safety of our students and schools, as well as academic performance and problem-solving skills. Additionally, in the aftermath of a crisis, school-employed mental health professionals provide supports that facilitate the return to normalcy, are sustainable, and can help to identify and work with students with more intense or ongoing needs" (National Association of School Psychologists).

This plan is to establish and expand school-based mental health care in Suwannee County. An evidence-based mental health awareness and assistance program has been established to assist school personnel in identifying and understanding signs of emotional disturbance, mental illness, and substance abuse disorder. We will provide diagnosis, intervention, treatment, and recovery through a multi-tiered system of supports. Problem solving teams have been established at each school which may have included counselors, behavior analysts, social workers, mental health counselors, instructional coaches, nurses, school administration, and law enforcement whose duties were to assess and intervene with students who exhibit behavior which may indicate a threat to the safety or harm of themselves, school, students, or staff.

Mental health services are provided in the form of operationalizing evidence-based intervention strategies for students with one or more co-occurring mental health or substance abuse diagnoses. Mental health programs offer three tiers of supports: Universal (Tier 1) mental health promotion activities for all students, Targeted (Tier II) prevention services for students identified as at risk for a mental health problem, and Intensive (Tier III) services for students who already show signs of a mental health problem. "The three general approaches to intervention-altering antecedents, altering consequences, and teaching skills-are often packaged, combined, and presented differently across the three tiers of service delivery, yet the strategies themselves remain the same. Problem solving teams should not only select an intervention that has evidence supporting it, but should also examine the contents of the intervention to determine if it contains appropriate strategies to target the present problem behavior. Given that mental health problems are often complex, it is also appropriate to select multiple evidence-based interventions or to supplement interventions when needed" (School Mental Health Referral Pathways Toolkit). Suwannee County has implemented an approach that encompasses the continuum of need, enabling schools to promote mental wellness for all students, identify and address problems before they escalate or become chronic, and provide increasingly intensive, data-driven services for students.

Tier 1 is considered Universal Prevention and will include needs assessments at each school to reduce risk factors. We have created orderly and nurturing classrooms and public spaces with fair and positive discipline and curtailed bullying. We have increased protective factors by providing Social Emotional Learning at each school. We are using the Sanford Harmony curriculum at each elementary school delivered by either a guidance counselor or classroom teacher. Lauren's kids curriculum is used in each self-contained ESE class delivered by the classroom teacher. We are using Restorative Practices and the principles of Trauma Informed Care in classrooms. Leadership teams review data based problems with

other agencies to garner assistance for mental health issues. Youth Mental Health First Aide Training has been provided for all personnel who have contact with students. This includes bus drivers, custodians, administrators, paraprofessionals, school office staff, cafeteria workers and teachers.

Tier 2 is provided for supplemental assistance or for at-risk students. Student support teams meet to identify students early and provide access to school-based counseling. Functional behavioral assessments and behavior plans will be written for students in Tier 2. Small counseling groups are held by Meridian Behavioral Healthcare and guidance counselors for students who need additional counseling engaging evidence-based practices determined by need. Interventions are monitored for fidelity and student progress. Parent conferences are encouraged to include the parent in the decision-making process.

Tier 3 is provided for students who need intensive individualized intervention and behavior support plans. Family involvement is intensified by enhanced communication and crisis planning. The problem-solving team will create a measure that can be used to track implementation of the intervention procedure. It is important that the intervention include a goal that is observable and measurable.

We employ two psychologists, a social worker, a mental health counselor, a behavior analyst, and 11 guidance counselors to reduce staff-to-student ratios and meet student mental health assistance needs. We review staff-to-student ratios and have recently revised our staffing allocations to focus additional time in meeting mental health needs of our students in the district. We hold Student Services initiated monthly meetings with school-based mental health providers to review current practices and improve our efforts for mental health. Agencies are invited to make presentations. These have included Department of Children and Families and Meridian Behavioral Healthcare. They have made presentations on Child Abuse, Child Trafficking, Drug Abuse, Baker Act, and other topics.

We have a contract with Meridian Behavioral Healthcare to provide mental health counselors either at each school full time or shared services between no more than two schools. The CAT team, Mobile Response Team and Meridian also deliver services to the home and in their offices. The contract states the following services are available: screening, outpatient services, therapeutic support, psychiatric evaluation and follow-up, and behavior assessment and analysis. We meet with the Meridian Team Leader bi-weekly to discuss current cases and services. We are planning to expand those services during the 2020-2021 school year. We also have a contract with My Behavior Solutions to provide a Board Certified Behavioral Analyst to write treatment plans and deliver supports to students in Tier 3.

Awareness and training efforts are coordinated on monthly Professional Development days with employees of the Suwannee County School District. These may include PREPaRE, Youth Mental Health First Aid, Restorative Practices, and Trauma Informed Care. We promote awareness to reduce the stigma associated with mental illness and enhance the ability of educators to appropriately identify young people in need of mental health supports and improve help-seeking and referrals by young people and their families. Prevention is included in activities at each school. These may include CHAMPS, Monthly Character Traits, Boys Town curriculum, and BASE modules by Odysseyware.

Standardized measures are used for assessment of mental health needs. All assessment strategies serve the need to recommend and apply interventions. The District approved Threat Assessment, direct behavior observations, behavior rating scales, surveys, and structured interviews may be completed by

qualified personnel as assessment tools. Student records are reviewed to determine if there has been a previous diagnosis by school or outside professionals.

There is no perfect way to use the problem-solving model to promote students' mental health because the model must be used to meet individual needs. Treatment will be determined by the severity of the problem behavior and the availability of the school personnel's expertise and resources. Alternate sources of treatment will be provided by Meridian Behavioral Mental Health Counselors, other contracted providers, and private providers obtained by parents/guardians. School personnel must recognize the limits of their expertise and resources and arrange relationships with community partners.

Recovery is determined by an evaluation of the results of the services and gaps which may occur. The team may need to determine where there are gaps in care and prioritize outreach to programs and services to help address the students' recovery. Feedback will need to be integrated with school-based staff and community partners on the comprehensiveness of interventions and treatment. Outcomes will be measured by the EWS System rating scales, pre and post self-reports, and assessment of individual measurable and observable goals from Behavior Intervention Plans.

School counselors, school psychologists, and school social workers can provide group and individual counseling and other interventions to students who have one or more co-occurring mental health or substance abuse diagnoses and students at risk of such diagnosis using evidence-based practices to address:

- School stress and anxiety;
- Family stress (divorce, homelessness, death, illness);
- Self-regulation and coping skills;
- Depression;
- Poor self-concept and anger/aggression;
- Grief and loss;
- Substance use.

Meeting the full continuum of student needs is dependent on collaboration between schools, primary care providers, and community mental health providers and is accomplished through the Multi-tiered System of Support (MTSS) process. School teams and partners work together to analyze data to determine appropriate mental health supports and services. The collaboration reduces barriers to access, allows interventions to occur in natural settings, provides schools with a more diverse range of resources and supports and improves outcomes for young people. These may include community or school-based mental health services who may provide supplementary or intensive services that go beyond school capacities. Partnerships include:

- State and local law enforcement agencies;
- The Department of Juvenile Justice;
- The Department of Children and Families;
- The Agency for Health Care Administration;
- Agency for Persons with Disabilities;
- The Statewide Guardian Ad Litem Office;
- Severely Emotionally Disturbed NETwork;

- Multidisciplinary Diagnostic and Training Program;
- Meridian Behavioral Health Care;
- Community Action Team;
- Mobile Response Team;
- Interface Youth Program Shelters;
- Haven Hospice;
- The Suwannee County Health Department;
- The University System;
- Center for Autism and Related Disabilities.

The process for coordinating with providers is by direct contact through a referral. The parent/guardian signs a Consent to Release Information for agencies to be able to share information. The sharing of confidential information between agencies concerning students at risk of emotional disturbance or mental illness is necessary to access appropriate services to ensure the safety of the student or others. Students will be referred by an adult with knowledge of the student which may include a parent/guardian, teacher, or administrator. If the student is of consenting age and ability, they may self-refer.

Suwannee County will use the FOCUS school software system to identify the following:

- The number of students who received mental screenings or assessments;
- The number of students referred to district-employed school-based mental health services providers;
- The number of students who received services or assistance.

These services are provided by district-employed mental health service providers and collaborative mental health service providers. Quantitative data will be reported to the Office of Safe Schools. We will establish school board policies and procedures for all schools that ensure students are referred for a mental health screening and are assessed within 15 days of referral; services are initiated within 15 days of identification; and assessment and community-based services for students are initiated within 30 days of referral. The district should incorporate strategies or programs to reduce the likelihood of at-risk students developing social, emotional or behavioral problems, depression anxiety disorders, suicidal tendencies, or substance abuse disorders. These might include the following:

- Provide ongoing, high quality, relevant, and job embedded professional development to all school and district staff, which may include Youth Mental Health First Aid, Crisis Management for School-based incidents, or Trauma Informed Care;
- Use professional learning communities or other structured avenues to foster collaboration among school staff, which meet monthly at schools;
- Ensure district and school building teams have representation of diverse stakeholders, including principals, teachers, parents, school security professionals and resource officers, school-employed health professionals, and other specialized instructional support personnel;
- Engage in resource mapping to make stakeholders aware of available resources and how they are used in the district;
- Regularly examine school processes to improve student outcomes.

Research shows that Prevention and Early Intervention is effective, but is challenging to continue due to lack of funding resources. Our current health care system is not designed to support Early Intervention. We must implement strategies to identify ways to provide services beyond certain thresholds like poverty or disability. Help is usually given when something has already gone wrong instead helping to prevent something going wrong. Strategies to support early intervention and assisting students to deal with violence are:

- Provide professional development for staff on First Aid Mental Health and Trauma Informed Care to assist them in identifying signs of social, emotional or behavioral problems, or substance abuse disorders;
- Engage communities in prevention and early intervention. Community engagement will ensure that the community sees the importance of these programs;
- Explore alternate sources of funding to increase mental health services through other agencies. These may include health insurers, consumers, families, business owners, and other leaders;
- Reduce risk factors in students by being more involved with families to become more aware of trauma in their lives beyond school. These adverse childhood experiences include physical abuse, verbal abuse, sexual abuse, physical neglect, emotional neglect, incarcerated family members, living with a family member who is diagnosed with a mental illness or is a substance abuser, exposure to violence in the family, and the absence of one parent through divorce, separation or other;
- Promote nutrition during early childhood for daily functioning and brain development;
- Identify students who are in homeless situations who are exposed to many other factors that impact both their short- and long-term mental health;
- Engage family supports for students who are exposed to different types of people and events in the home;
- Provide students with the tools to be mentally well by effective prevention programs in classrooms through Social Emotional Learning;
- Access prevention services provided in the Meridian Behavioral Healthcare contract, which include Ropes Course, All Stars, Girls Circle, and Life Skills Training.

There are no Charter Schools in Suwannee County

#### **EXPENDITURES**

Number of school-based mental health providers funded by the allocation and licensure/certification for each:

- (1) Social Worker-Master's Degree in Social Work
- (1.75) School Counselors-Master's Degree in Guidance and Counseling; Certified by the State of Florida
- (1) Mental Health Counselor –Master's Degree: licensed by the State of Florida
- (.20) School Psychologist – Ed.D – Licensed by the State of Florida in School Psychology and by the Department of Health

Salaries and Benefits: \$332,294.00

Number of community-based mental health providers funded by the allocation and licensure for each:



None

School district expenditures for services provided by contract-based collaborative efforts or partnerships with community mental health program agencies or providers:

Meridian Behavioral Health Care and My Behavior Solutions: \$60,000.00

Licensure provided by credential required by employing agency.

Other expenditures: Supplies-\$5,000.00, Travel - \$5000.00

School employees are specially trained in school system functioning and learning, and how students' behavior and mental health impacts their ability to be successful in school. Areas of expertise may include classroom and behavior management, interventions, individual and group counseling, school safety and crisis response, cultural competence, and awareness of community resources. Providers will meet the highest standards to practice in schools. They should have experience working with children, knowledge of child and adolescent development, an understanding of the school system and interventions appropriate for the school setting, awareness of how mental health and achievement relate, and adhere to the professional code of ethics.

#### **EXPENDITURE ASSURANCES**

One hundred percent of state funds are used to expand school-based mental health care; train educators and other school staff in detecting and responding to mental health issues; and connect children, youth and families with appropriate behavioral health services. Mental health assistance allocation funds do not supplant other funding sources or increase salaries or provide staff bonuses. The district will maximize Florida Education Finance Program (FEFP) and other funding sources to provide guidance counselors at each school, two full-time psychologists, a district Director of Student Services, a district Health Coordinator, and a parent liaison. We follow guidelines for Medicaid reimbursement for eligible district funded positions, and Meridian provides Medicaid billing and private insurance reimbursement for their clients. We access services from other agencies such as Lutheran Services and Corner Drug Store. The district will maximize sources of funding by collaborating with the Department of Children and Families, the Department of Juvenile Justice, and other agencies to access services which are not currently in place. We attend quarterly meetings initiated by the Governor's Executive Order on March 26, 2018. These meetings are convened by the Department of Children and Families. The purpose of the meetings is to improve communication, collaborate with participating agencies, and coordinate services and care of individuals identified as most in need by the participants.

#### **PROGRAM IMPLEMENTATION AND OUTCOMES**

- (1) School psychologist licensed by the Department of Education in School Psychology
- (.8) School psychologist licensed by the Department of Education in School Psychology and by the Department of Health
- (11) Guidance counselors licensed by the Florida Department of Education in Guidance and Counseling

One hundred percent of our service providers employed by the district are certified and/or licensed.

During the 2019-2020 school year, students were tracked using a spreadsheet. Factors included in the spreadsheet were:

- high risk for mental health or co-occurring substance abuse disorders who received mental health screenings or assessments;
- referrals to school-based mental health services providers;
- referrals to community-based mental health services providers;
- school-based interventions, services or assistance;
- community-based interventions, services or assistance.

During the 2020-2021 school year, we will enter the number of students into our FOCUS school software and continue to use the spread sheet. We will meet with Meridian Behavioral Healthcare monthly to collaborate on data of services provided.

Local school board approved the district plan. Date of Approval: July 28, 2020

Charter school governing body(ies) approved plan(s), when applicable: NA

Approved plan(s) was submitted to the Commissioner of Education by August 1, 2020 (attached)

**MENTAL HEALTH ASSISTANCE ALLOCATION PLAN CHECKLIST**  
**Due August 1, 2020**

**District:** Suwannee

Mental Health Assistance Allocation Plan (FS-1011-02)(a)(3)(iv) and (b)(1)(A)	
<input checked="" type="checkbox"/>	Delivers evidence-based, mental health assessment, diagnosis, intervention, treatment and recovery, through a multi-tiered system of supports.
<input checked="" type="checkbox"/>	Focuses on evidence-based mental health services for students with one or more co-occurring mental health or substance abuse diagnoses and students at high risk of such diagnoses.
<input checked="" type="checkbox"/>	Includes direct employment of school-based mental health services providers (i.e., school psychologists, school social workers, school counselors and other licensed mental health professionals) to reduce staff-to-student ratios and meet student mental health assistance needs.
<input checked="" type="checkbox"/>	Identifies strategies to increase the amount of time student services personnel spend providing direct mental health services (e.g., review and revision of staffing allocations based on school or student mental health assistance needs).
<input checked="" type="checkbox"/>	Includes contracts or interagency agreements with local behavioral health providers or Community Action Team services to provide behavioral health services on or off the school campus (plan must specify the type of services that are provided in the agreement).
<input checked="" type="checkbox"/>	States how the plan will establish school board policies and procedures that ensure for all schools, including charter schools, to ensure:
<input checked="" type="checkbox"/>	1. Students referred for a mental health screening are assessed within 15 days of referral;
<input checked="" type="checkbox"/>	2. School-based mental health services are initiated within 15 days of identification and assessment; and
<input checked="" type="checkbox"/>	3. Community-based mental health services for students are initiated within 30 days of referral.
<input checked="" type="checkbox"/>	Describes process for coordinating mental health services with a student's primary mental health care provider and other mental health providers involved in the student's care.
<input checked="" type="checkbox"/>	Identifies strategies or programs to reduce the likelihood of at-risk students developing social, emotional or behavioral problems; depression; anxiety disorders; suicidal tendencies; or substance abuse disorders.
<input checked="" type="checkbox"/>	Describes the process for coordinating mental health services for students at charter schools that are part of the school district's plan.
<input checked="" type="checkbox"/>	Identifies strategies to:
<input checked="" type="checkbox"/>	1. Improve the early identification of social, emotional or behavioral problems or substance abuse disorders;
<input checked="" type="checkbox"/>	2. Improve the provision of early intervention services; and
<input checked="" type="checkbox"/>	3. Assist students dealing with trauma and violence.
Expenditures (FS-1011-02)(b)(2)(i)(A)	
<input checked="" type="checkbox"/>	Number of school-based mental health providers funded by the allocation and licensure/certification for each.
<input checked="" type="checkbox"/>	Number of community-based mental health providers funded by the allocation and licensure for each.
<input checked="" type="checkbox"/>	School district expenditures for services provided by contract-based collaborative efforts or partnerships with community mental health program agencies or providers.
<input checked="" type="checkbox"/>	Other expenditures (specify type and amount).
Expenditure Assurances (FS-1011-02)(b)(2)(i)(B)	
<input checked="" type="checkbox"/>	One hundred percent of state funds are used to expand school-based mental health care; train educators and other school staff in detecting and responding to mental health issues; and connect children, youth and families with appropriate behavioral health services.
<input checked="" type="checkbox"/>	Mental health assistance allocation funds do not supplant other funding sources OR increase salaries or provide staff bonuses.
<input checked="" type="checkbox"/>	Describes how district will maximize use of other sources of funding to provide school-based mental health services (e.g., Medicaid reimbursement, third-party payments and grants).
Program Implementation and Outcomes (FS-1011-02)(b)(3)(i)(A)	
<input checked="" type="checkbox"/>	Identifies the number and ratios of FDOE-certified or licensed, school-based mental health services providers employed by the district (i.e., school psychologists, school social workers, school counselors and other mental health services providers by licensure type).
<input checked="" type="checkbox"/>	Includes system for tracking the number of students at high risk for mental health or co-occurring substance abuse disorders who received mental health screenings or assessments; number of students referred to school-based mental health services providers; number of students referred to community-based mental health services providers; number of students who received school-based interventions, services or assistance; and number of students who received community-based interventions, services or assistance.
Plan Approval and Submission (FS-1011-02)(b)(3)(i)(B)	
<input checked="" type="checkbox"/>	Local school board approved the district plan. <span style="float: right;">Date of Approval: 7/28/20</span>
<input checked="" type="checkbox"/>	Approved plan was submitted to the Commissioner of Education by August 1, 2019 (attached).

2020-2021 MENTAL HEALTH ASSISTANCE ALLOCATION PLAN  
CERTIFICATION FORM

ATTENTION: Andrew Weatherill  
[Andrew.Weatherill@fldoe.org](mailto:Andrew.Weatherill@fldoe.org)

Due: August 1, 2020

Richard Corcoran, Commissioner  
Florida Department of Education

Dear Commissioner Corcoran:

This letter certifies that the Suwannee School Board approved the district's Mental Health Assistance Allocation Plan on 7/28/20, which outlines the local program and planned expenditures to establish or expand school-based mental health care consistent with the statutory requirements for the mental health assistance allocation in accordance with section 1011.62(16), Florida Statutes (see attached Mental Health Assistance Allocation Plan Checklist). This letter further certifies that legislative funding allocated to implement the district's plan does not supplant funds already allocated for school-based mental health services and the funds will not be used to increase salaries or provide bonuses. The district's approved plan with expenditures is attached.

School (MSID) Number	Charter School Name

Note: Charter schools not listed above will be included in the school district Mental Health Assistance Allocation Plan.

\_\_\_\_\_  
Signature of District Superintendent

Ted Roush

\_\_\_\_\_  
Printed Name of District Superintendent

Attachments: Mental Health Assistance Allocation Plan Checklist  
District Mental Health Assistance Allocation Plan  
Charter School Mental Health Assistance Allocation Plans



***Mission:*** *To protect, promote & improve the health of all people in Florida through integrated state, county, and community efforts.*

## **2020 – 2022 School Health Services Plan**

**for**

**Suwannee County**

**Due by September 15, 2020**

**E-mail Plan as an Attachment to:**

HSF.SH\_Feedback@flhealth.gov and County School Health Liaison  
2020 - 2022 School Health Services Plan Signature Page

Please ensure that this signature page is signed by the parties below, scanned and sent via email to hsf.sh\_feedback@flhealth.gov and your county school health liaison.

My signature below indicates I have reviewed and approved the (County Name) County 2020 - 2022 School Health Services Plan.:

Position	Name and Signature	Date
County Health Department Administrator/Director	Printed Name	Signature
	Date	
County Health Department Nursing Director	Printed Name	Signature
	Date	
County Health Department School Health Coordinator	Printed Name	Signature
	Date	
School Board Chairperson	ED DASILVA	Signature
	Date	
School District Superintendent	TED L. ROUSH	Signature
	Date	
School District School Health Coordinator		

	<i>Printed Name</i>	<i>Signature</i>	<i>Date</i>
<b>School Health Advisory Committee Chairperson</b>			
	<i>Printed Name</i>	<i>Signature</i>	<i>Date</i>
<b>Public/Private Partner Provider of School Health Services</b>			
	<i>Printed Name</i>	<i>Signature</i>	<i>Date</i>

### SUMMARY – SCHOOL HEALTH SERVICES PLAN 2020-2022

Statutory Authority: Section 381.0056, Florida Statute (F.S.) requires each local county health department (CHD) to develop, jointly with the school district and school health advisory committee, a School Health Services Plan (referred herein as the “Plan”) that outlines the provisions and responsibilities to provide mandated health services in all public schools. Florida Administrative Code Rule 64F-6.002 (F.A.C.) requires the plan to be completed biennially.

**The Plan format is arranged in 3 parts relating to the services provided and funding streams, as follows:**

- Part I: Basic School Health Services - General school health services which are available to all students in Florida's public and participating non-public schools in all 67 school districts.
- Part II: Comprehensive School Health Services – include increased services in section 381.0057, Florida Statutes, for student health management, interventions and classes. These services promote student health; reduce high-risk behaviors and their consequences (substance abuse, unintentional/ intentional injuries, and sexually transmitted diseases); provide pregnancy prevention classes and interventions; and provide support services to promote return to school after giving birth.
- Part III: Health Services for Full Service Schools (FSS) – Includes basic school health services and additional specialized services that integrate education, medical, social and/or human services such as nutrition services, basic medical services, aid to dependent children (temporary assistance for needy families (TANF)), parenting skills, counseling for abused children, counseling for children at high risk for delinquent behavior and their parent/guardian and adult education to meet the needs of the high-risk student population and their families. These services are required of schools as defined in section 402.3026, Florida Statutes.

**The Plan contains 4 columns, as follows:**

- Column 1 –Requirements and References. This column includes Florida Statutes, Florida Administrative Codes and references demonstrating best practices related to school health.
- Column 2 – Program Standards. This column provides specific requirements related to the statutes, administrative code and references listed in Column 1.

- Column 3 – Local Agency(s) Responsible. The local agencies (CHD, Educational Agency (LEA), and School Health Advisory Committee (SHAC)) determine the responsibilities for providing the services described columns 1 and 2.
- Column 4 – Local Implementation Strategy & Activities. This column describes the implementation strategies and activities to fulfill requirements in columns 1 and 2.

**Plan Submission:**

- If the plan signature page has not been signed by all parties on or before September 15, 2020, you may submit the plan at that time and submit the scanned signature page as a PDF file when it is fully signed.

**PART I: BASIC SCHOOL HEALTH SERVICES**

<b>Requirements/References</b>	<b>Program Standards</b>	<b>Local Agency(s) Responsible</b>	<b>Local Implementation Strategy &amp; Activities</b>
<b>1. School Health Services Plan; Basic School Health Services; Comprehensive School Health Services and Full Service Schools:</b> School Health Services Act: s. 381.0056, F.S.; Chapter 64F-6.002, F.A.C.; Florida Nurse Practice Act: Chapter 464 Nursing Technical Assistance Guidelines - The Role of the Professional School Nurse in the Delegation of Care in Florida Schools (Rev. 2010); ss. 381.0057, F.S., 402.3026, F.S.	1a. Each local school health services plan shall be completed biennially and approved and signed by, at a minimum, the superintendent of schools, the school board chairperson, and the local CHD medical director/administrator.	Suwannee County School District, Department of Health-Suwannee	School Health Coordinators from DOH and SCSD will complete School Health Plan biennially for approval by SCSD Superintendent, SCSD Chair person, and DOH Administrator.
	1b. The local school health services plan shall be reviewed each year for the purpose of updating the plan. Amendments shall be signed by the school district superintendent and the county health department medical director/administrator and forwarded to the School Health Services Program office.	Suwannee County School District, Department of Health-Suwannee	The school health services plan is reviewed each year by the SHAC and School Health Staff, for the purpose of updating the plan. Amendments are signed by the school district superintendent and the DOH-Suwannee administrator.
	1c. The local school health services plan shall describe employing or contracting for all health-related staff and the supervision of all school health services personnel regardless of the funding source.	Suwannee County School District, Department of Health-Suwannee	Employment- The SCSB and DOH-Suwannee, follow Equal Opportunity guidelines that comply with federal, state, and local guidelines, in hiring and employing all health related staff. The Suwannee County School Board will employ six full time registered nurses and one School Health Services Coordinator. The DOH-SUWANNEE shall make available the following personnel and/or other resources to provide the services required under the annual MOA between DOH- Suwannee and the SCSB:



			<p>1. Provide a part-time Registered Nurse (RN) to serve as the School Health Coordinator, as a resource to school clinic personnel. The School Health Coordinator will be an employee of DOH-SUWANNEE.</p> <p>2. Provide a Licensed Practical Nurse (LPN) and Health Support Aid in either a Career Service or Other Personnel Services position at designated school under control of DOH-SUWANNEE. Recruitment of these positions is the responsibility of the DOH-SUWANNEE Community Health Nursing Director. Vacant positions will be advertised through DOH-SUWANNEE human resources office</p> <p>3. Provide a full time Registered Nurse position at Branford High School</p> <p>4. Supervision- school health staff members employed by SCSB will be supervised by the schools' site administrators and the School Health Services Coordinator employed by SCSB; school health staff members employed by the DOH-Suwannee are supervised by the schools' site administrators in matters pertaining to school board policy, and the DOH- Suwannee Director of Nursing in matters related to school health/nursing statutory requirements and professional standards. An annual MOA is signed by the DOH-Suwannee and the LEA. The MOA outlines and establishes the terms and conditions under which the DOH-Suwannee shall deliver or perform services indicated for the School Board according to state statutes and the annual school health services plan.</p>
	1d. Each local CHD uses annual Schedule C funding allocation to provide school health services pursuant to the School Health Services Act and the requirements of the Schedule C Scope of Work.	Department of Health-Suwannee	<p>Schedule C Funding allocations are used to provide Comprehensive SH Services to all seven public schools in Suwannee County. These funds allow the school nurses to expand their roles in promoting the health of students, reducing risk-taking behavior, and reducing teen pregnancy. The Schedule C funding pays for a full time RN to staff clinic at Branford High School, a half time School Health Coordinator, a health aide, and a LPN. The presence of the Health Aid and the LPN at district schools enables the school nurses to plan, coordinate, and/or deliver health promotion and health education activities aimed at reducing risk-taking behaviors and reducing teen pregnancy. The</p>

			half time School Health Coordinator is available to teach classes or assist in the school health offices.
	1e. The local CHD and local LEA shall each designate one person, RN recommended, to be responsible for the coordination of planning, development, implementation and evaluation of the program. These individuals should collaborate throughout the school year to assure program compliance and to plan and assess the delivery of program services.	Suwannee County School District, Department of Health-Suwannee	The DOH - Suwannee and Suwannee District Schools each designate one person to be responsible for the coordination of planning, development, implementation and evaluation of the local school health program. The School Health Services Coordinators from DOH - Suwannee and Suwannee District Schools are the persons designated. Compliance is assured by the designated persons being in frequent communication and meeting on a regular basis to review Employee Activity Reports, daily health room log summaries, screening activities, scheduling and conducting annual sites visits (or as needed), and any other matters pertaining to implementation of the school health program
	1f. Protocols for supervision of school health services personnel shall be described in the local school health services plan to assure that such services are provided in accordance with statutory and regulatory requirements and professional standards and are consistent with the Nurse Practice Act.	Suwannee County School District, Department of Health-Suwannee	DOH- Suwannee, in collaboration with the SCSB School Health Coordinator will: (1) Provide oversight of the school health program and delivery of school health services as outlined in the School Health Services Plan and in accordance with Florida Statutes. (2) Assure that all nurses work within the scope of their practice and in accordance with the Florida Nurse Practice Act and be licensed as an RN/LPN in accordance with Chapter 464, Florida Statutes. (3). Assure that DOH-SUWANNEE school health staff is knowledgeable of competencies and performance evaluation tools.  (4). Assure that DOH-SUWANNEE school health staff is knowledgeable of Florida Statutes related to student health and welfare.  (5). Assure that DOH-SUWANNEE school health staff follow all SCSB District policies and procedures, including adherence to all applicable confidentiality laws, both federal and state governing school and health records.  All Registered Nurses provide service in accordance with the Florida Nurse Practice Act; LPNs and

			unlicensed assistive personnel work under the supervision of a Registered Nurse
	1g. Decisions regarding medical protocols or standing orders in the delivery of school health services are the responsibility of the local CHD medical director in conjunction with district school boards, local school health advisory committees, the school district medical consultant if employed or the student's private physician.	DOH-Suwannee SCSB, SHAC, Students' Private Physicians	Medical Protocols signed by the medical director of the DOH-Suwannee apply only to DOH-Suwannee school health personnel. No standing orders are in place from the DOH-Suwannee medical director for DOH-Suwannee or LSD school health personnel. Medical protocols used in the delivery of health services by SCSB and DOH-Suwannee employees are based on best practices, state statute, regulatory requirements and professional standards, input from local SHAC, and students' private physicians. The SCSB has no medical consultant.
	1h. Establish procedures for health services reporting in Health Management System (HMS) and the annual report, to include services provided by all partners.	Suwannee County School District, Department of Health-Suwannee	DOH-Suwannee employees input health services data into HMS; SCSB School Health Staff complete a monthly Employee Activity Report, which is input into HMS by a DOH-Suwannee School Health Employee.
	1i. Each School Health Advisory Committee (SHAC) should include members representing the eight components of the Centers for Disease Control and Prevention's Coordinated School Health (CSH) model. The SHAC is encouraged to address the eight CSH components in the school district's wellness policy.	Suwannee County School District, Department of Health-Suwannee	The Local SHAC strives to include members who represent the eight components of the Centers for Disease Control and Prevention's Coordinated School Health (CSH) model. The eight components are addressed in the SCSB Wellness Policy.
<b>2. Health Appraisal</b> s. 381.0056(4)(a)(1), F.S.	2a. Determine the health status of students.	Suwannee County School District, Department of Health-Suwannee	A nurse is scheduled to be on site daily at each of the eight public schools in Suwannee County to provide health appraisal/assessment for students seen in the school health clinic or referred by staff, parents, or the students themselves. Review of annual emergency information forms, immunizations, and physicals are done by

			school nurses to help determine the health status of students.
<b>3. Records Review</b> s. 381.0056(4)(a)(2), F.S. s.1003.22(1)(4) F.S.; Chapters: 64F-6.005(1), F.A.C., 64F-6.004(1)(a),F.A.C.	3a. Perform initial school entry review of student health records, to include school entry physical, immunization status, cumulative health record, emergency information, school health screenings and student-specific health related documents.	Suwannee County School District, Department of Health-Suwannee	The school nurses perform initial school entry review of student health records to verify presence of: cumulative health record, school entry physical, immunization status (DH 680), emergency information, school health screenings, etc. The school nurses log all record reviews in the students' cumulative health records and note any health issues discovered during review of student records in Focus. Student health issues are also documented in Focus. Any incomplete health records or emergency forms are tracked for completion. Each school nurse works with their school's registrar; previous school of enrollment; and/or the students' parents to try to obtain needed records for school entry and emergency information.
	3b. Emergency information card/form for each student shall be updated each year.	Suwannee County School District, Department of Health-Suwannee	An Emergency Information and Health Update form is part of the annual enrollment packet. School nurses perform annual review of each student's emergency information and medical status. School nurses try everything possible to obtain an updated emergency information form/card for each student each year. School nurses work with teachers to aide in process of obtaining an information card.
<b>4. Nurse Assessment</b> s. 381.0056(4)(a)(3), F.S.; Chapters: 64F-6.001(6), F.A.C., 6A-6.0253, F.A.C., 6A-6.0252, F.A.C., 6A-6.0251, F.A.C.	4a. Perform nursing (RN) assessment of student health needs.	Suwannee County School District, Department of Health-Suwannee	School nurses assess students' health needs by performing a record review on each new enrollee and an annual record review for returning students.
	4b. For day-to-day and emergency care of students with chronic and/or complex health conditions at school, the RN develops an individualized healthcare plan (IHP) and Emergency Care Plan (ECP).	Suwannee County School District, Department of Health-Suwannee	IHCPs and EAPS are developed according to guidelines outlined in the School Nurse Delegation Technical Assistance Guidelines and School Nursing.
<b>5. Nutrition Assessment</b> s. 381.0056(4)(a)(4), F.S.; Florida School Health Administrative Resource Manual, 2017	5a. Identify students with nutrition related problems and refer to an appropriate healthcare provider.	Suwannee County School District, Department of Health-Suwannee	School nurses identify students with nutrition related problems through: observing students for physical signs and other outward indications of nutrition related problems, performing growth and development screening(s) and nutritional assessment (s). School nurses also identify

			students with nutrition related problems based on information received from parents, teachers, staff, and student peers.
<b>6. Preventive Dental Program</b> s. 381.0056(4)(a)(5), F.S.	6a. Provide services such as oral health education, screenings and referrals, dental sealants, fluoride varnish and/or fluoride rinse as appropriate.	Suwannee County School District, Department of Health-Suwannee	There are presently no preventative dental services provided in Suwannee District Schools. School nurses arrange dental hygiene classes for elementary age students through local dental offices or educational videos. School nurses give a dental resource list to parents of students who need dental services.
<b>7. Health Counseling</b> s. 381.0056(4)(a)(10), F.S.	7a. Provide health counseling as appropriate.	Suwannee County School District, Department of Health-Suwannee	Each school nurse is responsible for providing and/or referring for identified counseling needs of students as identified through health appraisal and assessment
<b>8. Referral and Follow-up of Suspected and Confirmed Health Problems</b> s. 381.0056(4)(a)(11), F.S.	8a. Provide referral and follow-up for abnormal health screenings, emergency health issues and acute or chronic health problems. Coordinate and link to community health resources.	Suwannee County School District, Department of Health-Suwannee	Referral and follow up of abnormal health screenings, emergency health issues, and acute or chronic health problems is done by each school nurse. Abnormal health screenings are first referred via a letter sent to parents by U.S. Mail. A minimum of three contacts via phone, letter, or face to face is made for failed screenings that are not completed by a health care provider. Emergency health issues or severe injuries are referred to 911 for transport to the nearest ER. Parents are notified ASAP of the 911 transport. Acute and chronic health problems that are not life threatening are referred for medical care by speaking in person or via telephone call to parents.
<b>9. Provisions for Screenings</b> s. 381.0056(4)(a)(6-9), F.S.; Chapter 64F-6.003(1-4), F.A.C.	9a. Provide mandated screenings: (1) Vision screening shall be provided, at a minimum, to students in grades kindergarten, 1, 3 and 6 and students	Suwannee County School District, Department of Health-Suwannee	A screening team comprised of SCSD and DOH-Suwannee school health staff screens students per FS.

	entering Florida schools for the first time in grades kindergarten – 5. (2) Hearing screening shall be provided, at a minimum, to students in grades kindergarten, 1 and 6; to students entering Florida schools for the first time in grades kindergarten – 5; and optionally to students in grade 3. (3) Growth and development screening shall be provided, at a minimum, to students in grades 1, 3 and 6 and optionally to students in grade 9. (4) Scoliosis screening shall be provided, at a minimum, to students in grade 6.		
	9b. Obtain parent/guardian permission in writing prior to any invasive screening, (e.g. comprehensive eye exam).	Suwannee County School District, Department of Health-Suwannee	N/A: Suwannee County School District does not perform invasive screenings.
	9c. Refer students with abnormal screening results to service providers for additional evaluation and/or treatment (e.g. state contracted vision service providers).	Suwannee County School District, Department of Health-Suwannee	Parents are provided a list of referral providers that includes local healthcare providers; children's specialty hospitals within driving distance, and state contracted vision service providers.
<b>10. Meeting Emergency Health Needs</b> ss. 381.0056(4)(a)(10), F.S., 1006.165, F.S.; Chapter 64F-6.004(1), F.A.C.; Emergency Guidelines for Schools, 2019 Florida Edition	10a. Ensure written health emergency policies and protocols are maintained and include minimum provisions. Ensure that student emergency information forms/cards are updated annually and completed for each student listing contact person, family physician, allergies, significant health history and permission for emergency care.	Suwannee County School District, Department of Health-Suwannee	Per Ch. 64F-6.004(1), F.A.C. Policies, procedures and protocols for the management of health emergencies are kept electronically on the local school district's webpage.  A copy of The Emergency Guidelines for Schools is a resource in each clinic.
	10b. Ensure health room staff and two additional staff in each school are currently certified in cardiopulmonary resuscitation (CPR) and first aid and a list is posted in key locations.	Suwannee County School District, Department of Health-Suwannee	Each school nurse posts the names of persons at each site, who are currently CPR and or first aid certified at a minimum in the clinic, at AED location and the main office. The LEA pays for

			any school nurse who wishes to be a certified CPR /First Aid Instructor to be aligned with a local training center.
	10c. Assist in the planning and training of staff responsible for emergency situations.	Suwannee County School District, Department of Health-Suwannee	School nurses assist in planning for emergency situations by notifying school administrators and teacher of students who have IHCPs and EAPS. School nurses train staff responsible for care of students who have IHCPs and EAPS in emergency situations. School Nurses also work with the LEA administrators to maintain at least two additional staff certified in CPR and First Aid. School Staff work collaboratively with LEA Administrators to develop emergency response plan.
	10d. The school nurse shall monitor adequacy and expiration of first aid supplies, emergency equipment and facilities.	Suwannee County School District, Department of Health-Suwannee	School nurses, school health staff, PE staff (who are responsible for an AED), and office staff (where/when no health staff available) monitor AEDs and document condition of AED. Non-functioning AEDs are reported to LEA School Health Coordinator. First Aid supplies, equipment, and facilities are monitored frequently by school health staff.
	10e. The school principal (or designee) shall assure first aid supplies, emergency equipment, and facilities are maintained.	Suwannee County School district	Each school nurse is provided with an annual health supply budget that is furnished by the LEA. School nurses are free to order supplies and equipment as the budget allows and the LEA School Health Coordinator and Principal approve. Facilities maintenance is funded through each principal's school site budget.
	10f. All injuries and episodes of sudden illness referred for emergency health treatment shall be documented and reported immediately to the principal or the person designated by the principal or the acting principal.	Suwannee County School District, Department of Health-Suwannee	The school nurses complete the portion of the SCSB Accident/Incident Form that pertains to treatment (if any rendered by SH staff) and submits to the principal and Finance dept. SCSB Accident/Incident Form is completed for those injuries that require or may require medical treatment; person witnessing the event is responsible for completing the form. Principals, Superintendent, and LEA School Health Coordinator are notified via phone call/in person by school nurse when 911 call is made to their designated school. All injuries and episodes of sudden illness treated by the school nurse is documented students' health record in FOCUS.
	10g. It is the responsibility of each school that is a member of the Florida High School Athletic Association to:	Suwannee County School District,	SCSB School Health Coordinator purchases AEDs and supplies with LEA funds and registers the AEDS with the local EMS Medical Director. SCSB School Health Coordinator along with the local EMS. Director or their

	1) have an operational automatic external defibrillator (AED), 2) ensure employees expected to use the AED obtain appropriate training, and 3) register the AEDs with the county emergency medical services director.	Department of Health-Suwannee	designee, make annual site visits to install any AED computer chip updates, audit supplies and completed daily AED checklists. The SCSB Athletic Director ensures appropriate training is provided to those employees expected to use the AED. SHS and BHS have an AED that is carried to every home FHSAA event by the Athletic Directors. The Athletic Directors are responsible for maintaining the AED.
<b>11. Assist in Health Education Curriculum</b> s. 381.0056(4)(a)(13), F.S.	11a. Collaborate with schools, health staff and others in health education curriculum development.	Suwannee County School District, Department of Health-Suwannee	SHAC, SCSB and DOH-Suwannee Coordinators are available to collaborate as requested by LEA.
<b>12. Refer Student to Appropriate Health Treatment</b> s. 381.0056(4)(a)(14), F.S.	12a. Use community or other available referral resources. Assist in locating referral sources for Medicaid eligible, uninsured and underinsured students.	Suwannee County School District, Department of Health-Suwannee	School Staff and School Nurses will utilize developed community resource list and other available referral resources as appropriate. Responsible parties will work collaboratively to identify additional resources above and beyond those listed in the developed community resource list. These resources include but are not limited to Shands, Gainesville, Nemours and Wolfson's Children's Hospitals.
<b>13. Consult with parent/guardian regarding student's health issues</b> s. 381.0056(4)(a)(15), F.S.; Chapter 64F-6.001(1), F.A.C.	13a. Provide consultation with parent/guardian, students, staff and physicians regarding student health issues.	Suwannee County School District, Department of Health-Suwannee	School administrators, school nurses, guidance counselors, school health coordinators, teachers consult with parents, students, staff, and physicians as needed regarding student health issues or suspected health issues to aid in development of IHCP, EAPS, IEPS, and share resource information.
<b>14. Maintain Health-Related Student Records</b> ss. 381.0056(4)(a)(16), F.S., 1002.22, F.S.; Chapter 64F-6.005(1)(2), F.A.C.	14a. Maintain a cumulative health record for each student that includes required information.	Suwannee County School District, Department of Health-Suwannee	School nurses maintain cumulative health records for every student. Cumulative health records include required information per Ch. 64F-6.005 (1), F.A.C. Maintenance of Record to include:  (a) Immunization status and certification;  (b) Screening tests, results, follow-up and corrective action;  (c) Health examination report
<b>15. Nonpublic School Participation</b> ss. 381.0056(5)(a)(18), F.S., 381.0056(5)(a)-(g), F.S.	15a. Notification to the local nonpublic schools of the school health services program, allowing the nonpublic school to request participation in the school health services program provided they meet requirements.	Department of Health-Suwannee	At the beginning of each new school year, the DOH-Suwannee School Health Coordinator will notify private schools in writing via U.S.Mail of the opportunity to participate in the school health services program. The notification letter will outline the services available (to the private schools), and give



			<p>them an opportunity of participate in the development of the cooperative health services plan.</p> <p>The private school must meet requirements as addressed in MOA between DOH and private school.</p>
<p><b>16. Provision of Health Information for Exceptional Student Education (ESE) Program Placement</b> s. 381.0056(4)(a)(17), F.S.; Chapters 6A-6.0331, F.A.C., 64F-6.006, F.A.C.</p>	16a. Provide relevant health information for ESE staffing and planning.	Suwannee County School District, Department of Health-Suwannee	School Health Staff will gather and provide relevant health information for ESE staffing and planning as requested per ESE staff to include provision for a current screening for vision and hearing and a review of the student health records to ensure that physical health problems are considered in such placements. School nurses are to be invited to attend all ESE Staffing's to provide input and signature if health services are part of the IEP.
<p><b>17. The district school board shall provide in-service health training for school personnel.</b> s. 381.0056(6)(b), F.S.; Chapter 64F-6.002, F.A.C.</p>	17a. /Ensure that district staff are provided with training to assist with the day-to-day and emergency health needs of students.	Suwannee County School District, Department of Health-Suwannee	General awareness information re: Asthma, Diabetes, Epilepsy/Seizure Disorders, Life threatening allergies, and Epi-Pens is made available to all school personnel via online Safe Schools Training. Child specific training is provided by school nurses and/or school health coordinator.
<p><b>18. The district school board shall include health services and health education as part of the comprehensive plan for the school district.</b> s. 381.0056(6)(a), F.S.; Chapter 64F-6.002, F.A.C.</p>	18a. School-based health services and health education are provided to public school children in grades pre-kindergarten through 12.	Suwannee County School District, Department of Health-Suwannee	School-based health services are provided to public school children in grades pre-kindergarten through twelve.
<p><b>19. The district school board shall make available adequate physical facilities for health services.</b> s. 381.0056(6)(c), F.S.; State Requirements for Educational facilities, 2014 and/or State Requirements for Existing Educational Facilities 2014</p>	19a. Health room facilities in each school will meet Florida Department of Education (FDOE) requirements.	Suwannee County School District, Department of Health-Suwannee	SCSB School Site Principal and District Facilities Director will work collaboratively to ensure health room facilities in each school will meet DOE requirements. (State Requirements for Educational Facilities, December 2012) School Nurses will notify school administrators of any compliance issues they discover.

<p><b>20. The district school board shall, at the beginning of each school year, provide parent/guardian with information concerning ways that they can help their children to be physically active and eat healthy foods.</b> s. 381.0056(6)(d), F.S.</p>	<p>20a. List programs and/or resources to be used to help children be physically active and eat healthy foods.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p><a href="http://students.fueluptoplay60.com/demo/tracker">http://students.fueluptoplay60.com/demo/tracker</a>; <a href="http://www.mypyramid.gov">www.mypyramid.gov</a>; <a href="http://www.nutritionexplorations.org/kids/activities-main.asp">http://www.nutritionexplorations.org/kids/activities-main.asp</a> SCSB Food Service provides healthy eating information on the monthly menus; posts information on bulletin boards located in cafeterias; school nurses provide bulletin boards with healthy eating and physical activity information; school administration sends home monthly parent bulletins that include information on ways to be physically active, and prepare healthy meals. SCSB health and food service web sites will include information concerning ways parents can help their children be physically active and eat healthful foods when these sites are completed. DOH-Suwannee School Health Coordinator presents Healthy Lifestyle curriculum to eligible students.</p>
<p><b>21. The district school board shall inform parent/guardian in writing at the beginning of each school year of the health services provided.</b> s. 381.0056(6)(e), F.S.</p>	<p>21a. Provide parent/guardian with list of services provided and the opportunity to request an exemption in writing.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>Mandatory Health Screenings/services are explained in the Code of Conduct with directions for "opt out".</p>
<p><b>22. The presence of any of the communicable diseases for which immunization is required by the Department of Health in a Florida public or private school shall permit the county health department director or administrator or the State Health Officer to declare a communicable disease emergency.</b> s. 1003.22(9), F.S.; Chapter 64F-6.002(2)(d), F.A.C.</p>	<p>22a. The school health plan shall include communicable disease policies. Note: Policies need to provide for interagency coordination during suspected or confirmed disease outbreaks in schools.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>School nurses are provided with a list of reportable diseases by SCSB/DOH-Suwannee School Health Coordinator School nurses maintain a daily health services log of all student and staff visits. If a student or staff member is suspected of having a reportable disease, it is reported to DOH-Suwannee EpiNurse by the school nurse.</p>
<p><b>23. Each district school board shall include in its approved school health services plan a procedure to provide training,</b></p>	<p>23a. Include provisions in the procedure for general and student-specific administration of medication training.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>School Nurses (R.N.s), provide general, annual training and periodic monitoring to at least two school staff who are designated by the principal to provide oral, topical, or inhaled medication administration. Additionally, the school nurse provides or arranges for child specific medication administration training and</p>

by a registered nurse, a licensed practical nurse, a physician or a physician assistant (pursuant to chapter 458 or 459), to the school personnel designated by the school principal to assist students in the administration of prescribed medication. s. 1006.062(1)(a), F.S.			periodic monitoring of trained staff on a child by child basis for students who may require medication administration that is child specific.
<b>24. Each district school board shall adopt policies and procedures governing the administration of prescription medication by district school board personnel.</b> s. 1006.062(1)(b), F.S.; Chapter 64B9-14, F.A.C.	24a. The school district medication policy will address the use of designated school staff for medication administration and be consistent with delegation practices.	Suwannee County School District, Department of Health-Suwannee	The district policy addresses the use of designated school staff for medication administration and is consistent with delegation practices per Ch. 64B9-14, FAC. School Nurses provide annual training and periodic monitoring to at least two school staff who are designated by the principal to provide medication administration. Additionally, the school nurse provides or arranges for child specific medication administration training and periodic monitoring on a child by child basis.
<b>25. Each district school board shall adopt a policy and a procedure for allowing a student who is a qualified patient, as defined in s. 381.986, to use marijuana obtained pursuant to that section.</b> ss. 1006.062(8), F.S., 381.986, F.S.	25a. Ensure that all school health room/clinic staff and school staff designated by principals have read and have on file the school district policy on medical marijuana. Pursuant to the district policy, develop procedures to follow when parents of students, that are qualified patients under section 381.986, Florida Statutes, request that medical marijuana be administered to their child at school.	Suwannee County School District, Department of Health-Suwannee	Medical Marijuana policy is in Chapter 5.152 of SCSD Policy Manual. School nurses are aware and reminded yearly of this information. Medical marijuana/low THC cannabis cannot be administered to a qualifying student/patient while aboard a school bus or at a school sponsored event. The primary caregiver should administer the medical marijuana/low THC cannabis at home whenever possible to qualified students/patients who require the use of medical marijuana/low THC cannabis for a qualifying medical condition. School nurses or health care personnel or school administration staff are not allowed to administer, store/hold or transport the medical marijuana/low THC cannabis in any form and it will not be stored on any District

			property, including school grounds, at any time. A student's parent/guardian or caregiver may administer the permissible form of medical marijuana to the qualified student/patient on District property in the designated location if all criteria is met according to the policy.
<p><b>26. Students with asthma whose parent/guardian and physician provide approval may carry a metered dose inhaler on their person while in school.</b></p> <p>s. 1002.20(3)(h), F.S.; National Association of School Nurses (NASN) Position Statement, The Use of Asthma Recue Inhalers in the School Setting</p>	<p>26a. Ensure written authorization for use of metered dose inhaler at school is completed and signed by healthcare provider and parent/guardian.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>Authorization for Administration of Medication must be signed by prescribing physician and parent(s). To ensure safe use of inhalers by students, school nurses develop IHCPs and EAPs for each student who has asthma and requires the use of an inhaler. SCSB Policy sets guidelines for student with asthma to carry MDI while in school.</p>
<p><b>27. A student who is at risk for life-threatening allergic reactions may carry an epinephrine auto-injector and self-administer while en route to and from school, in school, or at school-sponsored activities if written parent/guardian and physician authorization has been provided.</b></p> <p>s. 1002.20(3)(i), F.S.; Chapters 6A-6.0251, F.A.C., 64F-6.004(4), F.A.C.; Saving Lives at School Anaphylaxis and Epinephrine</p>	<p>27a. For students with life threatening allergies, the RN shall develop and update annually IHP that includes an ECP, in cooperation with the student, parent/guardian, physician, and school staff. The IHP shall include child-specific training to protect the safety of all students from the misuse or abuse of auto-injectors. The ECP shall direct that 911 will be called immediately for an anaphylaxis event and have a plan of action for when the student is unable to perform self-administration of the epinephrine auto-injector.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>To ensure safe use of epinephrine auto injectors by students who may carry one, school nurses develop IHCPs and EAPs for each student who has life threatening allergies and requires the use of an epinephrine auto injector. IHCPs and EAPS direct staff to call 911 immediately for an anaphylaxis event. If the student is unable to self-administer, there are at least two trained staff members available to administer the epinephrine auto injector.</p>

School Nurse and Handbook for Connection Cards, NASN; NASN Position Statement on Rescue Medications in School; Students with Life-Threatening Allergies, 2017 Updated Guidance			
<b>28. A public school may purchase a supply of epinephrine auto-injectors from a wholesale distributor or manufacturer as defined in s. 499.003, F.S. for the epinephrine auto-injectors at fair-market, free, or reduced prices for use in the event a student has an anaphylactic reaction. The epinephrine auto-injectors must be maintained in a secure location on the public school's premises. The participating school district shall adopt a protocol developed by a licensed physician for the administration by school personnel who are trained to recognize an anaphylactic reaction and to administer an epinephrine auto-injection. s. 1002.20(3)(i)(2), F.S.</b>	28a. If the school district has chosen to maintain supplies of epinephrine auto-injectors, a standing order and written protocol has been developed by a licensed physician and is available at all schools where the epinephrine auto-injectors are stocked.	N/A	N/A
<b>29. Educational training programs required by this section must be conducted by a nationally recognized organization experienced in</b>	29a. Ensure that school staff that are designated by the principal (in addition to school health staff in the school clinic) to administer stock epinephrine auto-injectors (not prescribed to an individual student) are	N/A	N/A

<p>training laypersons in emergency health treatment or an entity or individual approved by the department. The curriculum must include at a minimum: (a) Recognition of the symptoms of systemic reactions to food, insect stings, and other allergens; and (b) The proper administration of an epinephrine auto-injector. s. 381.88, F.S.</p>	<p>trained by a nationally recognized organization experienced in training laypersons in emergency health treatment or an entity approved by the Department of Health.</p>		
<p><b>30. Students with diabetes will have a Diabetes Medical Management Plan (DMMP) from the student's healthcare provider that includes medication orders and orders for routine and emergency care. An Individualized Healthcare Plan (IHP) will be developed from the DMMP by the RN in collaboration with the parent/guardian, student, healthcare providers and school personnel for the management of diabetes while en route to and from school, in school, or at school-sponsored activities. An Emergency Care Plan (ECP) will be developed as a child-specific action plan to facilitate quick and appropriate responses to an individual emergency in the</b></p>	<p>30a. Maintain a copy of the current physician's diabetes medical management plan and develop and implement an IHP and ECP to ensure safe management of diabetes</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>Diabetes Medical Management Plan, Authorization for Medication Administration, and Medical Procedures must be signed by prescribing physician and parent(s), To ensure safe self-management of students who have diabetes, school nurses develop IHCPs and EAPs. SCSB Policy sets guidelines for students with diabetes who carry diabetic supplies and equipment and self-manage their diabetes while en route to and from school (bus), in school, or at school sponsored activities.</p>

<p><b>school setting. The ECP may be a component of the IHP. The ECP will summarize signs and symptoms and how to recognize and treat hypoglycemia and hyperglycemia. It shall specify when to call 911.</b></p> <p>s. 1002.20(3)(j), F.S.; Chapter 6A-6.0253, F.A.C.; NASN position statement, Diabetes Management in the School Setting</p>			
<p><b>31. Students with diabetes that have physician and parent/guardian approval may carry their diabetic supplies and equipment and self-manage their diabetes while en route to and from school, in school, or at school-sponsored activities. The written authorization shall identify the diabetic supplies, equipment and activities the student can perform without assistance for diabetic self-management, including hypoglycemia and hyperglycemia.</b></p> <p>s. 1002.20(3)(j), F.S.; Chapter 6A-6.0253, F.A.C.; NASN position statement, Diabetes Management in the School Setting</p>	<p>31a. Maintain a copy of the current physician's diabetes medical management plan and develop and implement an IHP and ECP to ensure safe self-management of diabetes.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>Diabetes Medical Management Plan, Authorization for Medication Administration, and Medical Procedures must be signed by prescribing physician and parent(s). To ensure safe self-management of students who have diabetes, school nurses develop IHCPs and EAPs. SCSB Policy sets guidelines for students with diabetes who carry diabetic supplies and equipment and self-manage their diabetes while en route to and from school (bus), in school, or at school sponsored activities.</p>

<p><b>32. A student who has experienced or is at risk for pancreatic insufficiency or who has been diagnosed as having cystic fibrosis may carry and self-administer a prescribed pancreatic enzyme supplement while en route to and from school, in school, or at school sponsored activities, if the school has been provided with authorization from the student's parent/guardian and prescribing practitioner.</b> s. 1002.20(3)(j), F.S.; Chapter 6A-6.0252, F.A.C.</p>	<p>32a. Develop and implement an IHP and ECP for management of the conditions requiring pancreatic enzyme supplements and to ensure that the student carries and self-administers such supplements as prescribed by the physician. Maintain documentation of healthcare provider and parental/guardian authorization to self-carry.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>To ensure safe, self-management of students who have conditions requiring pancreatic enzyme supplements, school nurses develop IHCPs and EAP/ECPs. SCSB Policy sets guidelines for students who have permission to self-administer a pancreatic enzyme while en route to and from school (on the bus), in school, or at school sponsored events.</p>
<p><b>33. Nonmedical assistive personnel shall be allowed to perform health-related services upon successful completion of child specific training by a registered nurse or advanced registered nurse practitioner, physician, or physician assistant.</b> s. 1006.062(4), F.S.; Chapters: 64B9-14.002(3), F.A.C., 64B9-14, F.A.C.; Technical Assistance Guidelines - The Role of the Professional School Nurse in the Delegation of Care in Florida Schools (Rev. 2010).</p>	<p>33a. Document health related child-specific training by an RN for delegated staff. The delegation process shall include communication to the UAP which identifies the task or activity, the expected or desired outcome, the limits of authority, the time frame for the delegation, the nature of the supervision required, verification of delegate's understanding of assignment, verification of monitoring and supervision. The documentation of training and competencies should be signed and dated by the RN and the trainee.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>School nurses (R.N.s) will provide and document health related, child specific training to delegated UAP per s.1006.062 (4). F.S. Skills and competency checklists will be used to verify the UAP understanding of the task or activity, desired outcome, limits of authority, the time frame of delegation, and the nature of supervision required. Periodic monitoring will be done by the school nurse to verify ongoing competencies or need for additional training.</p>
	<p>31b. Use of nonmedical assistive personnel shall be consistent with delegation practices per requirements.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>Each school nurse is provided with DOH Technical Assistance Guideline "The Role of the Professional School Nurse in the Delegation of Care in Florida Schools". Use of nonmedical assistive personnel is consistent with delegation practices per Ch. 64B9-14, FAC and per the Technical Assistance Guidelines - The Role of the Professional School Nurse in the Delegation of Care in Florida Schools.</p>



<p><b>34. Pursuant to the provisions of Chapter 435, any person who provides services under a school health services plan pursuant to s. 381.0056, F.S. must meet level 2 screening requirements as described in s. 435.04, F.S. A person may satisfy the requirements of this subsection by submitting proof of compliance with the requirements of level 2 screening conducted within 11 months before the date that person initially provides services under a school health services plan.</b> ss. 381.0059, F.S., 1012.465, F.S.</p>	<p>34a. Collaborate with school district to ensure district background screening policies do not result in duplicate or conflicting background screening requirements for staff providing school health services.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>To avoid duplication or conflicting background screening, DOH-Suwannee provides annually, a list of HD employees who have had Level 2 background screening to the Suwannee County Superintendent of Schools.</p>
<p><b>35. Immediate notification to a student's parent/guardian, or caregiver if the student is removed from school, school transportation, or a school-sponsored activity and taken to a receiving facility for an involuntary examination pursuant to s. 394.463, F.S. including the requirements established pursuant to ss. 1002.20(3)(l), F.S., 1002.33(9), F.S., 381.0056(4)(a)(19), F.S.</b></p>	<p>35a. The school health services plan shall include policies and procedures for implementation of the aforementioned statutory requirements .</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>The SCSB/Charter school's principal or the principal's designee shall immediately notify the parent of a student who is removed from school, school transportation, or a school sponsored activity and taken to a receiving facility for an involuntary examination pursuant to s. 394.463. The principal or the principal's designee may delay notification for no more than 24 hours after the student is removed if the principal or designee deems the delay to be in the student's best interest and if a report has been submitted to the central abuse hotline, pursuant to s. 39.201, based upon knowledge or suspicion of abuse, abandonment, or neglect.</p>

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## PART II: COMPREHENSIVE SCHOOL HEALTH SERVICES (CSHSP)

References/Resources	Program Standards	Local Agency(s) Responsible	Local Implementation Strategy & Activities
<b>36. The services provided by a comprehensive school health program must focus attention on promoting the health of students, reducing risk-taking behavior, and reducing teen pregnancy. Services provided under this section are additional and are intended to supplement, rather than supplant, basic school health services.</b> ss. 381.0057(6), F.S., 743.065, F.S.	36a. Provide in-depth health management, interventions and follow-up through the increased use of professional school nurse staff.	Suwannee County School District, Department of Health-Suwannee	DOH-Suwannee School Health Services Coordinator, LPN, and SH Aide will be available to assist the school nurses so they can provide in-depth health management, interventions, and follow-up on a case by case basis as needed/required.
	36b. Provide health activities that promote healthy living in each school.	Suwannee County School District, Department of Health-Suwannee	DOH-Suwannee School Health Services Coordinator, LPN, and SH Aide are available to assist the school nurses in providing activities that promote healthy living. The school nurses plan, coordinate, and/or deliver various health education classes throughout the year that promote the health of students.
	36c. Provide health education classes.	Suwannee County School District, Department of Health-Suwannee	DOH-Suwannee School Health Services Coordinator, LPN, and SH Aide are available to assist the school nurses in providing activities that promote healthy living. The school nurses plan, coordinate, and/or deliver various health education classes throughout the year that promote the health of students.
	36d. Provide or coordinate counseling and referrals to decrease substance abuse.	Suwannee County School District, Department of Health-Suwannee	Students identified as at risk will be referred to school guidance counselors and/or local mental health providers available to students at no cost.
	36e. Provide or coordinate counseling and referrals to decrease the incidence of suicide attempts.	Suwannee County School District, Department of Health-Suwannee	School nurses will refer at risk students to the school guidance counselors and/or local mental health providers available to students at no cost.
	36f. Provide or coordinate health education classes to reduce the incidence of substance abuse, suicide attempts and other high-risk behaviors.	Suwannee County School District, Department of Health-Suwannee	School Nurses plan, coordinate, and/or deliver various health education classes and activities throughout the year that are aimed at reducing the incidence of substance abuse, suicide attempts, and other high risk behaviors.

	36g. Identify and provide interventions for students at risk for early parenthood.	Suwannee County School District, Department of Health-Suwannee	School staff maintain open communication with students and other staff members. School staff are trained in procedure to refer students to guidance and/or school nurse, who exhibit behaviors indicative of risk for early parenthood. School health and guidance staff provide individual counseling, education, and community resource information to identified students. School nurses coordinate referral to DOH-Suwannee Healthy Start Program for identified pregnant teens. Guidance Counselors provide students with assistance in credit retrieval, graduation options, TAPP, and mentoring services. TAPP provides daycare for babies of teen parents.
	36h. Provide counseling and education of teens to prevent and reduce involvement in sexual activity.	Suwannee County School District, Department of Health-Suwannee	School staff maintain open communication with students and other staff members. School staff are trained in procedure to refer students to guidance and/or school nurse, who exhibit behaviors indicative of involvement in sexual activity. School nurse and teachers plan, coordinate, and/or deliver various educational activities throughout the year that aim to reduce teen pregnancy.
	36i. Collaborate with interagency initiatives to prevent and reduce teen pregnancy.	Suwannee County School District, Department of Health-Suwannee	Provide school health staff and guidance counselors with Healthy Start and Family Planning Services information. Annual Teen Health Fairs provide opportunities for students to talk to community agencies that strive to reduce teen pregnancy and prevent risky behaviors.
	36j. Facilitate the return to school after delivery and provide interventions to decrease repeat pregnancy.	Suwannee County School District, Department of Health-Suwannee	Utilize pregnancy and birth tracking tool, assist with teen parents and babies in obtaining medical care if needed; provide TAPP information to teen parents and their families re: provision of childcare and assistance with credits and class scheduling; refer teen parents to Healthy Start
	36k. Refer all pregnant students who become known to staff for prenatal care and Healthy Start services.	Suwannee County School District, Department of Health-Suwannee	Provide all pregnant students known to staff to Healthy Start, WIC and prenatal services.

### PART III: HEALTH SERVICES FOR FULL SERVICE SCHOOLS (FSS)

References/Resources	Program Standards	Local Agency(s) Responsible	Local Implementation Strategy & Activities
<b>37. The State Board of Education and the Department of Health shall jointly establish full-service schools (FSS) to serve students from schools that have a student population at high risk of needing medical and social services</b> s. 402.3026(1), F.S.	37a. Designate full-service schools based on demographic evaluations.	Suwannee County School District, Department of Health-Suwannee	Five of Suwannee County's eight schools have been designated Full Service (Suwannee Riverside Elementary, Suwannee Pineview Elementary, Suwannee Springcrest Intermediate, Suwannee Middle, and Branford Elementary). This designation has been based on the need for additional nursing services to work with the medically and socially underserved. This has been approved by DOH School Health Services Program Office.
	37b. Provide nutritional services.	Suwannee County School District, Department of Health-Suwannee	UF/IFAS provides nutrition classes and gardening to elementary students.
	37c. Provide basic medical services.	Suwannee County School District, Department of Health-Suwannee	All clinics have a full-time Registered Nurse with extra support provided by DOH.
	37d. Provide referral to dependent children (Temporary Assistance to Needy Families (TANF)).	Suwannee County School District, Department of Health-Suwannee	School Health refers to external resources as needed.
	37e. Provide referrals for abused children.	Suwannee County School District, Department of Health-Suwannee	Report to DCF and SRO as needed.
	37f. Provide specialized services as an extension of the educational environment that may include: nutritional services, basic medical services, aid to dependent children, parenting skills, counseling for abused children, counseling for children at high risk for delinquent behavior and their parent/guardian, and adult education.	Suwannee County School District, Department of Health-Suwannee	School Health refers to external resources as needed, summer food program.
	37g. Develop local agreements with providers and/or partners for in-kind health and social services on school grounds.	Suwannee County School District, Department of Health-Suwannee	Local providers are involved in special education, teen health fairs, and mentoring.