

**SERVICE AGREEMENT FOR THE
NORTH FLORIDA COLLEGE AND SUWANNEE COUNTY SCHOOL BOARD THROUGH
RIVEROAK TECHNICAL COLLEGE 2023-2024**

This Service Agreement is made September 12, 2023, between NORTH FLORIDA COLLEGE ("NFC"), 325 NW Turner Davis Drive, Madison, FL 32340, and Suwannee County School Board through RIVEROAK Technical College (SCSB), 1740 Ohio Avenue South, Live Oak, Florida 32064.

WHEREAS, the parties to this Service Agreement are members of the NFC and SCSB, with NFC serving as the fiscal agent;

WHEREAS, the Service Agreement is formed in order to implement the terms and conditions of the Florida Department of Education Carl D. Perkins Career and Technical Education Programs Grant Application-Section 132 to provide a broad range of Career and Technical Education (CTE) initiatives to include but are not limited to: CTE utilizing on-site training, interactive distance learning and on-line instruction, providing high-tech equipment and requisite training; providing support and technology to assist member technical education students in improving their reading and math skills; providing targeted staff development; and providing on-site technical assistance to member districts;

WHEREAS, each party to the Service Agreement agrees to enter into a Perkins V Postsecondary Career and Technical Education Consortium agreement for the mutual benefit of the RIVEROAK Technical College (RTC) and NFC students. It is understood that each entity will have full responsibility for their individual project. This will include planning, writing and full implementation of individual projects. NFC will retain a copy of all documentation submitted by SCSB for compliance and audit purposes. Within the consortium, an advisory council will be formed to guide CTE faculty and staff through the implementation of the Perkins plan addressing the following activities: Academic and Technical Activities, including the implementation of Career Clusters, Career Pathways, and Programs of Study. All aspects of the industry will be considered including the support of area professionals; the attainment and utilization of industry certification across the curriculum; program improvement, expansion and modernization; program size, scope and quality; inclusion of non-traditional students; articulation/postsecondary linkages; uses of technology; professional development; program evaluation; and support of students representing special populations. The consortium partners will meet on a quarterly basis alternating location to discuss the collaborative efforts and further program development.

WHEREAS, pursuant to requirements stated in the Florida Department of Education, Request for Application for Carl D. Perkins, Career and Technical Education, Postsecondary, Section 132 and Secondary, Section 131, the members of the Consortium have agreed to execute a formal agreement between the parties of the Consortium describing fiscal and other responsibilities of the members and of the Consortium. NFC will coordinate the timely submission of the total project to the Florida DOE, Division of Career and Adult Education and will serve as the grant recipient and fiscal agent for the Perkins V projects. SCSB will be responsible for providing the required expenditure back-up and program documentation to NFC in a timely manner. Both parties have detailed documentation requirements through this professional services contract;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Service Agreement, the parties agree:

1. Summary of Terms and Conditions

The term of this Service Agreement shall be for the fiscal year beginning on July 1, 2023 and ending on June 30, 2024 (budget period). NORTH FLORIDA COLLEGE shall serve as the fiscal agent. The total amount for each Service Agreement party will be due to

fiscal agent upon the completion and documented validation of services in accordance with the deliverables and dates specified below in Section 3: Deliverables, Performance Standards, and Documentation.

2. Scope of Work

The Carl D. Perkins Career and Technical Education Improvement Act of 2006 allows consortia partners to develop, expand, and promote career pathways and programs of study to assist students to seamlessly transition from secondary to postsecondary education and into careers. Within the Service Agreement, each party will ensure that all programs of study are available to interested CTE students.

Articulation agreements between Suwannee County School Board and NFC are designed to give students who have participated in Tech Prep or other career/technical programs, courses, or career academies at the high school level the opportunity to apply skills acquired through those programs in partial fulfillment of a certificate and/or two-year degree program at NFC.

The Agreement will support tasks and services of mutual benefit to the continued curriculum alignment and fulfillment of articulation activities for NORTH FLORIDA COLLEGE and SUWANNEE COUNTY SCHOOL BOARD during the applicable budget period.

NORTH FLORIDA COLLEGE (\$ Perkins Federal Funds)

Programs of Study

Registered Nursing A.S.
 Licensed Practical Nurse
 Emergency Medical Technician
 Paramedic
 Law Enforcement
 Medical Billing/Coding
 Business Administration AS
 Medical Assisting

Accounting Technology AS
 Patient Care Technician
 Emergency Medical Services AS
 Corrections
 Criminal Justice Technology AS
 Commercial Vehicle Driving
 Early Childhood Professional Certificate
 Engineering Technology AS

SUWANNEE COUNTY SCHOOL BOARD (\$44,708 Perkins Federal Funds)

Programs of Study

Applied Cybersecurity
 Automotive Collision Technology Technician
 Automotive Service Technology 1
 Automotive Service Technology 2
 Brick and Block Masonry
 Cosmetology
 Electricity
 Facials Specialty

Heating, Ventilation, Air-Conditioning/Refrigeration 1
 Nails Specialty
 Patient Care Technician
 Pharmacy Technician
 Practical Nursing
 Professional Culinary Arts and Hospitality
 Surgical Technology
 Welding Technology
 Welding Technology - Advanced

The scope of work is directly related to the secondary and postsecondary goals of Carl D. Perkins Career and Technical Education Act of 2006, §134: Local Plan for Career and Technical Education Programs and §135: Local Uses of Funds.

3. Deliverables, Performance Standards and Documentation

In order to be successful in the delivery of Career and Technical Education ("CTE"), Suwannee County School Board will need the following budgeted items:

Function	Object	Account Title & Narrative	FTE Position	Amount
5300	330	Travel - For CTE teachers and students and shall include student workshops, professional development, and student organization activities in state and out of state. All travel will be completed by the end of the program year, June 30, 2024. Trainings to include: Annual FAcTE Conference, SkillsUSA Training and competition and curriculum framework revision meetings. All travel is 1) related to a CTSO that is an integral part of the curriculum and 2) part of a larger program to serve special populations or nontraditional students. State rate used for travel. •Sec. 134: CLNA Need and Priority #: Section 1, Part C (iii) Priority #1, #5, Part F (i) Priority #1, #2, #3, Part G (i) Priority #3, Part H (i) Priority #3 • Program Number(s): C400410, I463112, I460312, J400400, B070300, N100500, T401300, T400700, T400800, H170607, H170694, H170700, H170211, H170302 • Sec. 135: Requirement for the Uses of Funds: 1B, 1C, 1F, 2A-2H, 4A, 4B, 6		\$8,000

5300	390	Other Purchased Services - Includes publications to recruit for CTE programs and to promote non-traditional enrollments including radio, newsprint and catalogs and brochures; printing costs for career materials, internet access fees, safety inspections for culinary kitchen, recruit/print, and Welding American Welding Society (AWS) alignment services. • Sec. 134: CLNA Need and Priority #: Section 1, Part C (iii) Priority #1, #4, #5, Part G (i) Priority #1, Priority #4, Part H (i) Priority #1, #2 • Program Number(s): C400410, I463112, I460312, J400400, B070300, N100500, T401300, T400700, H170607, H170694, H170700, H170211, H170302 • Sec. 135: Requirement for the Uses of Funds: 1D, 5B	\$3,000
5300	510	Materials and Supplies - For all CTE programs listed below, to include sand paper, laminating film, safety goggles, welding gloves, medical supplies (needles, tubing, gloves), bulletin board paper, printer cartridges, and in-house printing of CTE materials. • Sec. 134: CLNA Need and Priority #: Section 1, Part C (iii) Priority #3, Part G (i) Priority #2 • Program Number(s): C400410, I463112, I460312, J400400, B070300, N100500, T401300, T400700, T400800, H170607, H170694, H170700, H170211, H170302 • Sec. 135: Requirement for the Uses of Funds: 3, 4A, 4B, 5D, 5E	\$10,000
5300	641	Capitalized Equipment - Welders (2 at \$2,500.00 each) for Welding Technology Sec. 134: CLNA Need and Priority #: Section 1, Part C (iii) Priority #3, Part G (i) Priority #2 • Program Number(s): J400400 • Sec. 135: Requirement for the Uses of Funds: 3, 4A, 4B, 5D, 5E	\$5,000

5300	642	Non-Capitalized Furniture Fixtures and Equipment to include small kitchen items such as pots, pans, mixers, blenders for culinary; hand and power tools for welding, electricity, automotive and masonry. No item will be over \$1,000.00. • Sec. 134: CLNA Need and Priority #: Section 1, Part C (iii) Priority #3, Part G (i) Priority #2 • Program Number(s): C400410, I463112, I460312, J400400, B070300, N100500, T401300, T400700, T400800, H170607, H170694, H170700, H170211, H170302 • Sec. 135: Requirement for the Uses of Funds: 2C, 3, 4A, 4B, 5D, 5E	\$11,260
5300	730	Dues and Fees - For CTE teacher and student licensure and exam fees, Council on Occupational Education fees, institutional fees to professional or student organizations shall include FACTE and SkillsUSA. • Sec. 134: CLNA Need and Priority #: Section 1, Part C (iii) Priority #3, Part F (i) Priority #2, #3, Part G (i) Priority #2 • Program Number(s): C400410, I463112, I460312, J400400, B070300, N100500, T401300, T400700, T400800, H170607, H170694, H170700, H170211, H170302 • Sec. 135: Requirement for the Uses of Funds: 1C, 1F, 2D, 3, 4A, 4B, 5D, 5E, 5F	\$7,000
7200	790	Indirect Cost of 1.6%	\$448

4. Inspection of Records

Consortium members, the Florida Department of Education, the State of Florida Division of Financial Services and the U.S. Department of Education, or their agents, may inspect all records related to this Service Agreement, to the extent authorized by law. Such records will be available in the NORTH FLORIDA COLLEGE Business Office and NORTH FLORIDA COLLEGE Grants Office. Access to a student's education records as defined by the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. s. 1232g and Federal regulations issued at 34 C.F.R. 99.1 et seq., will be permitted, subject to the requirements of FERPA, 34 C.F.R. § 99.30 and 99.31, and signed student consent language contained in the NORTH FLORIDA COLLEGE articulation agreements between NORTH FLORIDA COLLEGE and SUWANNEE COUNTY SCHOOL BOARD. All parties receiving access to student educational records must use and maintain them in accordance with FERPA, including any requirements with regards to disclosure and recordkeeping.

5. Remedies for Non-compliance/Non-performance of Services

In the event that the members of the Consortium do not fulfill the requirements set forth under Section 2: Scope of Work and Section 3: Deliverables, Performance Standards and Documentation without documentation of a reasonable and justifiable explanation, the Consortium members will return funds per unfulfilled item(s).

6. Sub-contracting/Sub-granting

This Service Agreement does not provide for sub-contracting or sub-granting.

7. Required Reports

SCSB will be responsible for providing the required program documentation for expenditures to NFC in a timely manner. SCSB must submit invoices to NFC.

8. Payment Terms

BI-ANNUAL TCSD invoices will be submitted by the following dates: 12/1/2023 and 6/30/2024 final invoice (close-out). All invoices should be directed to the NFC Grants Office, 325 NW Turner Davis Drive, Madison, FL, 32340. The last day for SCSB to incur expenses and issue purchase orders is 6/30/2024. The project and any amendments are subject to the procedures outlined in the *FLDOE Green Book* and the General Assurances for participation in federal and state programs.

9. Recordkeeping

NORTH FLORIDA COLLEGE Business Office and NORTH FLORIDA COLLEGE Grants Office will maintain both financial and programmatic records related to the performance of this Agreement. The Florida Department of Education, the State Division of Financial Services, the U.S. Department of Education, and the Florida Auditor General, or their agents, will have access to such records upon request, subject to the provisions in Section 4 "Inspection of Records" of this Agreement. Records will be maintained for five years from the last day of the program or longer as may be required by law if there is an ongoing investigation or audit.

10. Cost Accounting

NORTH FLORIDA COLLEGE has an adequate cost accounting system and will serve as fiscal agent for the NFC and SUWANNEE Consortium. The NORTH FLORIDA COLLEGE Business Office will provide fiscal oversight of the Consortium funds.

11. Non-Expendable Property

Funds provided through this Service Agreement will not be used to acquire non-expendable property as described in the Florida Department of Education Request for Application for the Carl D. Perkins, Career and Technical Education, Postsecondary, Section 132 and Secondary, Section 131.

12. Return of Unused Funds

In the event there are unused funds for this Service Agreement at the close of the grant year, the fiscal agent will return the unused funds to the members of the Consortium. Each member of the Consortium is responsible for returning its portion of unused funds to the Florida Department of Education.

13. Costs

In accordance with the United States Office of Management and Budget (OMB) 2 CFR Chapter I, and Chapter II, Part 200, all costs associated with this Agreement are reasonable, allowable, allocable, and documented, and required repayment for all disallowed costs.

14. Audits

Audits pursuant to this Agreement shall be governed as provided in "Audit Requirements," attached hereto and incorporated herein as Attachment One with Exhibit One.

15. Monitoring Process

In accordance with the Carl D. Perkins Career and Technical Act of 2006, the Consortium will comply with program and fiscal requirements related to the monitoring process according to applicable federal and state laws and regulations specified by: Education Department General Administrative Regulations (EDGAR), Office of Management and Budget (OMB) Circulars, and Florida Department of Financial Services *Reference Guide for State Expenditures* and guidelines published in the Florida Department of Education's *Green Book*.

16. Gramm-Leach-Bliley Act

The parties to this Service Agreement will comply with the Gramm-Leach-Bliley Act, as applicable, and will implement and maintain appropriate safeguards for any customer or student information that comes into their possession as a result of their relationship with NFC as described in this Agreement.

17. Non Assignment

This Agreement and its responsibilities or interest shall not be assigned to another party without the prior written consent of the other parties.

18. Termination

This Agreement may be terminated if any member of the Consortium fails to perform its duties or responsibilities under this Agreement in accordance with the conditions for a Consortium as described in the Carl D. Perkins Career and Technical Education Act of 2006 Implementation Guide (2016-2017 Edition) Florida Department of Education.

SEP 12 2023

Date

Mr. Ted Roush, Superintendent
Suwannee County School Board
1740 Ohio Avenue S, Live Oak, FL 32064
Phone: (386) 647-4605 Email: ted.roush@suwannee.k12.fl.us

SEP 12 2023

Date

Mr. Jerry Taylor, Board Chairman
Suwannee County School Board
1740 Ohio Avenue S, Live Oak, FL 32064

9/19/2023

Date

Mr. Ricky Lewis, Board of Trustees Chairman
North Florida College
325 NW Turner Davis Drive, Madison, FL 32340

"Approved as to Form and Sufficiency

BY

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

**ATTACHMENT ONE
AUDIT REQUIREMENTS**

The administration of resources awarded by the Florida Department of Education ("Department") to the NFC and SCSB ("Recipient") may be subject to audits and/or monitoring by the Department, as described by this section.

MONITORING

In addition to reviews of audits conducted in accordance with the 2 CFR Chapter 1, and Chapter II, Parts 200.500-200.507 (heretofore referred to as the "Uniform Guidance") and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by the Uniform Guidance Subpart F and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

1. In the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of the Uniform Guidance Subpart F, EXHIBIT 1 to Attachment One of this Service Agreement indicates Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by the Uniform Guidance Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of the Uniform Guidance Subpart F will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part 1, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in the Uniform Guidance Subpart F.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of the Uniform Guidance Subpart F is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of the Uniform Guidance Subpart F the cost of the audit must be paid from non-Federal resources (i.e. the cost of such as audit must be paid from Recipient resources obtained from other than Federal entities).

PART II: STATE FUNDED

This part is not applicable to this Agreement.

PART III: OTHER AUDIT REQUIREMENTS

No additional audit requirements have been imposed.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with the Uniform Guidance Subpart F and required by PART I of this Attachment One to the Service Agreement shall be submitted, when required by the Uniform Guidance Subpart F, by or on behalf of the Recipient directly to each of the following:
 - A. The Department of Education, upon request, at an address that will be provided by the Department in such an event.
 - B. The Federal Audit Clearinghouse designated in the Uniform Guidance (the number of copies required by the Uniform Guidance Subpart F should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with the Uniform Guidance.

2. In the event that a copy of the reporting package for an audit required by PART I of this Attachment One to this Service Agreement and conducted in accordance with the Uniform Guidance Subpart F is not required to be submitted to the Department for reasons pursuant to the Uniform Guidance Subpart F, the Recipient shall submit, upon request by the Department, the required written notification pursuant to the Uniform Guidance Subpart F and a copy of the Recipient's audited schedule of expenditures of Federal awards directly to the Department at an address which will be provided by the Department in such an event.
3. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Attachment One to this Service Agreement shall be submitted timely in accordance with the Uniform Guidance Subpart F, Florida statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with the Uniform Guidance Subpart F or Chapters 10.550 (local government entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should indicate the date that the report package was delivered to the Recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Attachment One to this Service Agreement for a period of five years from the date the audit report is issued, and shall allow the Department or its designee, CFO, or Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, CFO, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT – 1
To Attachment One of the Service Agreement

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS SERVICE AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program: U.S. Department of Education, Carl D. Perkins, Career and Technical Education Secondary and Postsecondary Programs, Sections 131 and 132, CFDA #84.048 –

NORTH FLORIDA COLLEGE
SUWANNEE COUNTY SCHOOL BOARD

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program: U.S. Department of Education, Carl D. Perkins, Career and Technical Education Secondary and Postsecondary Programs, Sections 131 and 132.

The purpose of this federal award program is to develop more fully the academic and career and technical skills of secondary and postsecondary students who elect to enroll in career and technical education programs.