Suwannee County Public Schools
Rate and Service Contract
2018-2019

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

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

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

ARTICLE I - RECITALS

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

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

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

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

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

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

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

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

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

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

ARTICLE II - SPECIAL CONDITIONS

2.1 TERMS.

a. This contract shall become effective February 26, 2019, by both parties and shall remain in force until June 30, 2019.

b. This agreement, however, may be terminated by the DISTRICT or PROVIDER at the end of each fiscal year falling within the term of the agreement without penalty with notice to either party on or before 30 days prior to the end of any fiscal year falling within the term of this agreement.

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

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

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

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

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

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

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

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

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

2.10 The PROVIDER contract administrator for this contract is:
Florlene Johnson
d/b/a Johnson's Family Child Care Home
1510 Ruby Street, NE
Live Oak, Florida 32064
Phone - 386-364-1483 or 386-361-0447

2.11 The PROVIDER shall indemnify, and hold harmless and defend the DISTRICT its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SUWANNEE COUNTY SCHOOL BOARD, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the services furnished by The PROVIDER, its agents, servants or employees in the provision of services or performance of duties by the Provider pursuant to this Agreement.

2.12 The PROVIDER must not disclose to the public the identity of any student or their child eligible for TAPP childcare services without the written permission of the parent/guardian of such student and the student, themselves.

2.13 The PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and parent conferences.

2.14 The PROVIDER shall complete and provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT:

I. IRS W-9 Form
II. Public Entity Crimes Statement
III. Debarment Certification

2.15 The contract administrator for the DISTRICT is:
Michele Howard
TAPP Coordinator
Suwannee County School District

The DISTRICT shall:

2.16 Be responsible for the enrollment of qualified students in the TAPP day care program and ensure that each student executes the appropriate agreement attached hereto as Exhibit "D" TAPP Rules Agreement and Student Dropout Prevention Component Referral/Eligibility and Placement.

2.17 Promptly notify the PROVIDER regarding any student that ceases to be eligible for TAPP day care services under this agreement.

2.18 Promptly pay all verified invoices for reimbursement services in accordance with law.

ARTICLE III – GENERAL CONDITIONS

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

3.2 The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be

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

3.3 The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.4 This Agreement may be canceled with or without cause by Suwannee County School Board during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.5 PUBLIC RECORDS.
Each party shall maintain its own respective records and documents associated with the Agreement in accordance with the records retention requirements applicable to public records. For additional public records compliance, see Exhibit E.

3.6 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.7 No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.8 The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.9 The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 GOVERNING LAW.
This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the DISTRICT and the PROVIDER agree that the exclusive state court forum for said litigation shall be in Suwannee County, FL, in the court of appropriate jurisdiction. The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

3.12 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from Suwannee County School Board.

3.14 Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor

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

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

3.16 NOTICE.

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

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

With a Copy to:
Michele Howard
TAPP Coordinator
Suwannee County School Board
1729 Walker Avenue, SW, Suite 200
Live Oak, FL 32064

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

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

3.17 AUTHORITY.

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

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

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

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

SUWANNEE COUNTY SCHOOL BOARD

Ed daSilva, Board Chairman

Date: FEB 26 2019

Ted L. Roush, Superintendent
Suwannee County School Board

Date: FEB 26 2019

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

PROVIDER

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

Date: 3-7-19

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 Florida

COUNTY OF Suwannee

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

1. The business address of 1510 Ruby St. NE, Live Oak FL 32064 (Contractor) is Johnson's Family Child Care Home.

2. My relationship to Johnson's Family Child Care Home (Contractor) is Owner (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.)

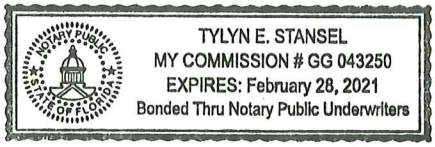
7. There has been a conviction of a public entity crime by the Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Contractor who is active in the management of the Contractor or an affiliate of the Contractor. A determination has been made pursuant 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.)

Marlene Jonnson 3.7.19
Signature/Date

Sworn to and subscribed before me in the state and county first mentioned above on the 7th day of March, 2019.

Tylyn E. Stansel, (affix seal)
Notary Public



Feb. 28, 2021,
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.

Florene Johnson Owner/Broker

Name & Title of Authorized Representative

Florene Johnson

Signature

3.7.19

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
adrienneeburke32@yahoo.com
Phone - 386-965-6447 or 386-364-5487

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

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

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

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

EXHIBIT B
Rate Scale

Florlene Johnson d/b/a Johnson's Family Child Care Home 2018 – 2019 Child Care Rates									
INFANTS 0 – 12 Months		One Year Olds 12 – 23 Months		Two Year Olds 24 – 35 Months		Three Year Olds 36 – 47 Months		Four Year Olds 48 – 59 Months	
Week	**Day**	**Week**	**Day**	**Week**	**Day**	**Week**	**Day**	**Week**	**Day**
120.00	30.00	120.00	30.00	120.00	30.00	120.00	30.00	120.00	30.00

EXHIBIT C

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

Child Care Provider's Name: **Johnson's Family Child Care Home**	**Circle Current Month**
Mailing Address: 1510 Ruby Street, NE Live Oak, Florida 32064	**AUGUST 2018** **SEPTEMBER 2018** **OCTOBER 2018** **NOVEMBER 2018** **DECEMBER 2018**
Phone: 386-364-1483 or 386-361-0447	**JANUARY 2019** **FEBRUARY 2019** **MARCH 2019**
Contact: **Florlene Johnson**	**APRIL 2019** **MAY 2019** **JUNE 2019**

	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
Child's Name (Insert date) →																									

X = present
H = holiday
(If child is absent, leave space blank)

Completed Attendance Sheet due by the 10th 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.
Deliver completed attendance sheet to :

Suwannee County School District
ATTN: Michele Howard
1729 Walker Avenue, SW, Suite 200, Live Oak, Florida 32064
386-647-4636- ofc. 386-208-8687- FAX
michele.howard@suwannee.k12.fl.us

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 _____

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

Student Name _____ Grade_____ School _____
Date of Birth _____ Social Security Number _____Race _____
Address_____ Phone Number _____
Baby/Child's Name_____ Date of Birth _____
Social Security Number _____ Sex ___ Race _____ Birth Weight_____
Baby/Child's Name_____ Date of Birth _____
Social Security Number _____ Sex ___ Race _____ Birth Weight_____

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

Parent Conference Checklist

A Guidance Counselor has discussed the following with the student and parent:
___Explanation of Teenage Parent Program and services provided
___Adjusted the student's schedule (if needed)
___Participation and criteria for child care (if needed)
___ Complete enrollment forms for child/children

Signature Guidance Counselor_____ Date _____
Student Signature _____ Date _____

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

_____
Parent Signature Date

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

_____
Parent Signature Date

EXHIBIT E

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

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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