SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
May 23, 2017

AGENDA

Call to Order – 5:55 p.m.

Assistant Superintendent of Instruction – Janene Fitzpatrick:

1. Final review of additions and revisions to the Suwannee County School District Elementary Student Progression Plan and the Suwannee County School District Secondary Student Progression Plan for 2016-2017. (Copies are available for review in the office of the Assistant Superintendent of Instruction.) **(pg. 12)**

Adjourn

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SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
May 23, 2017

AGENDA

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag by Suwannee High School

Special Recognition by the Superintendent:

RIVEROAK Technical College

- SkillsUSA State Competition
  - Olivia Bruening – 1st Place in Masonry
  - Jakob Holub – 1st Place in Carpentry
  - Dixie Randolph – 3rd Place in Culinary

Suwannee High School

- Alexandor McMillan
  - Selected to participate in the University of Florida's Student Science Training Program (UF SSTP)

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. 13-40)**

April 11, 2017	- Workshop Session
	- Special Meeting
	- Expulsion Issues Hearing (Private)
April 25, 2017	- Regular Meeting

2. The Superintendent recommends approval of the monthly financial statement for April 2017.

3. The Superintendent presents the following bills for the period April 1-30, 2017:

General Fund		
#166212 - 166498	$	1,736,026.65
Electronic Fund Transfers		2,108,465.52
	$	3,844,492.17
Federal Fund		
#49299 - 49403	$	295,269.39
Electronic Fund Transfers		414,195.99
	$	709,465.38

Food Service Fund		
#31496 - 31561	$	181,174.34
Electronic Fund Transfers		78,526.78
	$	259,701.12
LCIF		
#7547 - 7557	$	33,077.94
Electronic Fund Transfers		3,859.75
	$	36,937.69

4. The Superintendent recommends approval of the following budget amendments for fiscal year 2016-2017:

General	LCIF	Special Revenues
I-10	III-10	IV-8 (Food Service)
		IV-10 (Federal)

5. The Superintendent recommends approval for disposal of property as per the attached Property Disposition Form dated May 23, 2017. **(pgs. 41-48)**

6. The Superintendent recommends approval of the following contracts/agreements for the 2017-2018 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2018-02	Suwannee County Public Schools Rate and Service Contract 2017-2018 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. 49-64)**
#2018-03	Suwannee County Public Schools Rate and Service Contract 2017-2018 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. 65-79)**
#2018-04	Suwannee County Public Schools Rate and Service Contract 2017-2018 between the Suwannee County School Board and Bright Stars Academy, Inc. for the Teen Age Parent Program (TAPP) (*Renewal*) **(pgs. 80-94)**

#2018-05	Suwannee County Public Schools Rate and Service Contract 2017-2018 between the Suwannee County School Board and Renata Beasley, d/b/a Renata Beasley Large Family Childcare Home for the Teen Age Parent Program (TAPP) (*Renewal*) **(pgs. 95-109)**
#2018-07	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Resolutions in Special Education, Inc. (*Renewal*) **(pgs. 110-123)**
#2018-08	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Independent Training for the Blind, Inc. (*Renewal*) **(pgs. 124-136)**
#2018-09	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and AMH Counseling PL (*Renewal*) **(pgs. 137-148)**
#2018-10	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Palmer Physical Therapy, LLC (*Renewal/Revised*) **(pgs. 149-160)**
#2018-11	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and ED-TRAKK, Inc. (*Renewal*) **(pgs. 161-172)**
#2018-12	Clinical Education Agreement between the Suwannee County School Board Medical Secretary Program and Notami Hospitals of Florida, Inc., d/b/a Lake City Medical Center (*Renewal*) **(pgs. 173-185)**
#2018-13	Clinical Education Agreement between the Suwannee County School Board Medical Secretary Program and ACV Health Services, LLC, Dowling Park, Florida (*Renewal*) **(pgs. 186-191)**
#2018-14	Clinical Education Agreement between the Suwannee County School Board Medical Secretary Program and Dr. Anjana Rana, MD and Dr. Brij Rana, MD, d/b/a Anjana Rana Office, Jasper, Florida (*Renewal*) **(pgs. 192-197)**
#2018-15	Clinical Education Agreement between the Suwannee County School Board Practical Nurse Education Program and Notami Hospitals of Florida, Inc., d/b/a Lake City Medical Center (*Renewal*) **(pgs. 198-208)**

#2018-16 Clinical Education Agreement between the Suwannee County School Board Practical Nurse Education Program and Doctor's Memorial Hospital Inc., Perry, Florida (*Renewal*) **(pgs. 209-214)**

#2018-17 Clinical Education Agreement between the Suwannee County School Board Practical Nurse Education Program and ACV Health Services, LLC, Dowling Park, Florida (*Renewal*) **(pgs. 215-220)**

#2018-18 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Dr. Anjana Rana, MD and Dr. Brij Rana, MD, d/b/a Anjana Rana Office, Jasper, Florida (*Renewal*) **(pgs. 221-226)**

#2018-19 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. 227-232)**

#2018-20 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and NF Suwannee, LLC, d/b/a Suwannee Health Care Center, Live Oak, Florida (*Renewal*) **(pgs. 233-238)**

#2018-21 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, Lake City, Florida (*Renewal*) **(pgs. 239-244)**

#2018-22 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. 245-250)**

#2018-23 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician Program and ACV Health Services, LLC, Dowling Park, Florida (*Renewal*) **(pgs. 251-256)**

#2018-24 Clinical Education Agreement between the Suwannee County School Board Phlebotomy Program and Madison County Memorial Hospital (*Renewal*) **(pgs. 257-262)**

#2018-25 Clinical Education Agreement between the Suwannee County School Board Surgical Technology Program and Notami Hospitals of Florida, Inc., d/b/a Lake City Medical Center (*Renewal*) **(pgs. 263-272)**

#2018-26 Clinical Education Agreement between the Suwannee County School Board Surgical Technology Program and AMERE, d/b/a Lake City Surgery Center, LLC, Lake City, Florida (*Renewal*) **(pgs. 273-278)**

#2018-27 Clinical Education Agreement between the Suwannee County School Board Surgical Technology Program and Doctor's Memorial Hospital Inc., Perry, Florida (*Renewal*) **(pgs. 279-284)**

#2018-28 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. 285-290)**

#2018-29 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Walgreen Company, Lake City, Florida (*Renewal*) **(pgs. 291-296)**

#2018-30 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Walgreen Company, Live Oak, Florida (*Renewal*) **(pgs. 297-302)**

#2018-31 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy of Branford, Inc. (*Renewal*) **(pgs. 303-308)**

#2018-32 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy of Mayo, Inc. (*Renewal*) **(pgs. 309-314)**

#2018-33 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy, Inc., Main Boulevard, Lake City, Florida (*Renewal*) **(pgs. 315-320)**

#2018-34 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy #2 (West), U.S. Highway 90, Lake City, Florida (*Renewal*) **(pgs. 321-326)**

#2018-35 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Advent Christian Village, Inc. (*Renewal*) **(pgs. 327-332)**

#2018-36 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Notami Hospitals of Florida, Inc., d/b/a Lake City Medical Center (*Renewal*) **(pgs. 333-347)**

#2018-37 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Baya Pharmacy, U.S. Highway 90, Lake City, Florida (*Renewal*) **(pgs. 348-353)**

#2018-38 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Baya Pharmacy, Baya Drive, Lake City, Florida (*Renewal*) **(pgs. 354-359)**

#2018-39 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Genoa, a QoL Healthcare Company, LLC, Lake City and Gainesville, Florida (*Renewal*) **(pgs. 360-365)**

#2018-40 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Miles Consulting LLC (*Renewal*) **(pgs. 366-378)**

#2018-41 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Joyce M. Warren (*Renewal*) **(pgs. 379-392)**

#2018-42 Contractual Agreement for Professional Services-Outside Counsel between the Suwannee County School Board and Sniffen and Spellman, P.A., for providing continuing legal representation and counsel to the Superintendent and the Board (*Renewal*) **(pgs. 393-395)**

7. The Superintendent recommends approval for RIVEROAK Technical College SkillsUSA student team members to attend the SkillsUSA National Competition in Louisville, Kentucky, on June 18-24, 2017. (*Funded through Perkins Grant and funds raised by the SkillsUSA Team.*) **(pg. 396)**

8. The Superintendent presents for informational purposes out-of-state travel for the following employees: **(pg. 397)**

Name	Site	Date	Reason	Destination
Derwin Bass	RTC	06/18-24/2017	SkillsUSA National Competition	Louisville, KY
Kimberly Thomas	RTC	06/18-24/2017	SkillsUSA National Competition	Louisville, KY

Funded by Perkins Grant and funds raised by the SkillsUSA Team.

9. The Superintendent recommends approval of the following student transfers for the 2016-2017 school year. Parents will provide transportation.

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Dalton	Swords	SMS	BHS	6

10. The Superintendent recommends approval of the following student transfers for the 2017-2018 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
William	Allison	Columbia	Suwannee	5
Bryar	Bailey	Columbia	Suwannee	PK
Liberty	Blanton	Columbia	Suwannee	10
Ava	Donoghue	Columbia	Suwannee	3
Porter	Donoghue	Columbia	Suwannee	K
Ellie	Duncan	Columbia	Suwannee	K
Emma	Duncan	Columbia	Suwannee	K
Mylie	Fernandez	Columbia	Suwannee	3
Damarion	Gordon	Columbia	Suwannee	K
DesRee	James	Columbia	Suwannee	1
Lillian	James	Columbia	Suwannee	PK
Austin	Knowles	Columbia	Suwannee	10
Zachary	Knowles	Columbia	Suwannee	K
Dylan	Luther	Columbia	Suwannee	K

FIRST NAME	LAST NAME	TO	FROM	GRADE
Nathaniel	Merritt	Columbia	Suwannee	2
Annabelle	Morrison	Columbia	Suwannee	3
Emma	Morrison	Columbia	Suwannee	3
Sophia	Morrison	Columbia	Suwannee	3
Juliana	Ozbay	Columbia	Suwannee	4
Heaven	Perkins	Columbia	Suwannee	6
Adyn	Petit	Columbia	Suwannee	4
Karter	Pettrey	Columbia	Suwannee	K
Cherish	Randles	Columbia	Suwannee	3
Leann	Randles	Columbia	Suwannee	1
Jeremy	Randles Jr.	Columbia	Suwannee	5
Aiden	Robinson	Columbia	Suwannee	2
Alana	Robinson	Columbia	Suwannee	2
John	Roth-Puckey	Columbia	Suwannee	3
Sammi	Roth-Puckey	Columbia	Suwannee	1
Liam	Szieberth	Columbia	Suwannee	K
Marissa	Riels	Suwannee	Lafayette	8
Miranda	Riels	Suwannee	Lafayette	8

REGULAR AGENDA

Assistant Superintendent of Administration – Bill Brothers:

1. Discussion and action regarding the selection of one School Board member to serve as a Legislative Liaison and one School Board member to serve as an Alternate Legislative Liaison on the FSBA Legislative Committee for the period July 1, 2017, through June 30, 2018. **(pg. 398)**

Assistant Superintendent of Instruction – Janene Fitzpatrick:

2. The Superintendent recommends approval of additions and revisions to the Suwannee County School District Elementary Student Progression Plan and the Suwannee County School District Secondary Student Progression Plan for 2016-2017. (Copies are available for review in the office of the Assistant Superintendent of Instruction.) **(pg. 12)**

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

3. The Superintendent recommends approval of the Suwannee County School District Career and Technical Education 2017 Teacher Externship Program **(pgs. 399-403)**

4. The Superintendent recommends approval of the following contract/agreement for the 2016-2017 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

   #2017-101 Career and Technical Education, Career Pathways Articulation Agreement between Tallahassee Community College and Suwannee County School Board (for secondary school instruction) Administrative Office Specialist; Allied Health; Digital Design; and Nursing Assistant, Acute and Long Term Care *(New)* **(pgs. 404-411)**

Director of Facilities – Mark Carver:

5. The Superintendent recommends approval of the following personnel item for the 2016-2017 school year:

   a. Two additional day laborers to work on summer projects, for the Food Service Department, under the direction of the Director of Facilities **(pg. 412)**

Director of Transportation – Chris Landrum:

6. The Superintendent recommends approval of the following personnel item for the 2016-2017 school year:

   a. Add four school bus driver positions and four school bus attendant positions to transport ESE students attending school in the Suwannee County School District for the 2017 summer school term (*pending student participation*) **(pg. 413)**

Director of Human Resources – Walter Boatright:

7. The Superintendent recommends approval of the following personnel item for the 2016-2017 school year:

   a. Overlap two contracts for the Principal of Branford High School position upon recommendation and acceptance by the applicant (Note: The overlap will be approximately one month and will end June 30, 2017.) **(pg. 414)**

8. Personnel Changes List **(pgs. 415-430)**

School Board Attorney – Leonard Dietzen:

9. Legal Counsel's Report

Superintendent of Schools – Ted Roush:

10. Superintendent's Report

School Board Members:

11. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL DISTRICT

702 – 2nd Street, NW • Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635
www.suwannee.k12.fl.us

TED L. ROUSH
Superintendent of Schools

"Suwannee County School District will be a system of excellence ensuring all students are prepared for personal success."

JERRY TAYLOR
DISTRICT 1
CATHERINE CASON
DISTRICT 2
TIM ALCORN
DISTRICT 3
ED DA SILVA
DISTRICT 4
RONALD WHITE
DISTRICT 5
LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools TR/BB

FROM: Janene Fitzpatrick, Assistant Superintendent of Instruction JF

DATE: May 15, 2017

RE: Agenda Item for May 23, 2017, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends final approval of the additions and revisions to the Suwannee County School District Elementary Student Progression Plan and the Suwannee County School District Secondary Student Progression Plan for 2016-2017. (Copies are available for review in the office of the Assistant Superintendent of Instruction.)

BACKGROUND:

The School Board approves changes to the Student Progression Plans based on legislative action and/or District needs.

JF/kl

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
April 11, 2017

MINUTES

The Suwannee County School Board met in Workshop Session on this date in the School Board Meeting Room, 702 – 2nd Street, NW, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Catherine Cason, Ed daSilva, 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: Jennifer Barrs (arrived at 9:30 a.m.), Walter Boatright, Amy Boggus, Bill Brothers, Mark Carver, Lisa Dorris, Janene Fitzpatrick, Toni Greenberg, Jay Jolicoeur, Mary Keen, Debbie Land, Chris Landrum, John Olson, Elizabeth Simpson, Keith Stavig (arrived at 9:30 a.m.), Marsha Tedder, T.J. Vickers, Jimmy Wilkerson, and Josh Williams.

Chairman Taylor called the meeting to order at 9:00 a.m.

Project SEARCH ..... Elizabeth Simpson

Mrs. Simpson provided a video regarding Project SEARCH, as well as providing information on how the project would affect our District.

Facilities Department Update ..... Mark Carver

Mr. Carver provided a PowerPoint presentation regarding an update for the Facilities Department. Mr. Carver also distributed and reviewed handouts.

Food Service Department Update ..... Lisa Dorris

Ms. Dorris provided a PowerPoint presentation regarding an update for the Food Service Department.

TSC District Technology Update ..... Keith Stavig

Mr. Stavig provided an update regarding the TSC District Technology curriculum.

IT Department Update.....Josh Williams

Mr. Williams provided an update regarding the IT Department.

Externship Opportunities..... Mary Keen

(Due to a prior commitment, Ms. Keen's presentation was moved up on the agenda.)

Ms. Keen distributed and reviewed a handout regarding a proposed CTE Teacher Externship Program.

Mr. Williams continued his presentation with a PowerPoint of current inventory, upcoming projects, and future plans and needs throughout the District.

The workshop recessed at 11:30 a.m. and resumed at 12:30 p.m.

Mr. Williams answered questions from Board members.

Curriculum and Instruction Department Update..... John Olson

Mr. Olson provided an update regarding the Curriculum and Instruction Department.

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

Mrs. Fitzpatrick provided an update regarding the Assistant Superintendent of Instruction Department. She also distributed and reviewed a handout regarding the proposed 2017 summer school schedule and positions, along with the proposed personnel items on the Special Meeting Agenda, immediately following today's workshop.

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

Mr. Brothers provided an update regarding the Assistant Superintendent of Administration Department, including ALICE Protocol Training Program, teacher substitutes/professional development, and proposed leadership plan.

Superintendent Update ..... Ted Roush

Mr. Roush provided an update regarding the following:

- Use of District facilities by outside organizations being required to provide their own liability insurance and waiving the facility rental fee
- Handout regarding capital outlay pertaining to Charter Schools by District
- Expulsion procedures pertaining to items to bring before the Board; will workshop in May the expulsion procedures and process
- Proposed to hold a regular monthly board workshop on May 9, as well as the budget workshop (general fund) on May 23
- Meeting held with Wakulla County School District regarding their Food Service Program
- Participated in webinar of NEFEC's accreditation; it was mentioned about the possibility of providing dietician services to our District

The workshop adjourned at 2:03 p.m.

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
April 11, 2017

MINUTES

The Suwannee County School Board met in Special Session on this date in the School Board Meeting Room, 702 – 2nd Street, NW, Live Oak, FL. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Catherine Cason, Ed daSilva, and Ronald white, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager.

Chairman Taylor called the meeting to order at 2:08 p.m.

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

Assistant Superintendent of Instruction – Janene Fitzpatrick:

1. MOTION by Mr. daSilva, second by Ms. Cason, for approval of the following personnel items for the 2017-2018 school year: **(pgs. 2-3)**

   a. Transfer one Resource Teacher (ESE Support Facilitator) position from TBD to Suwannee Elementary School
   b. Transfer one Guidance Counselor position from TBD to Suwannee Middle School
   c. Transfer one Teacher position from TBD to Suwannee Middle School
   d. Transfer one Teacher position from Suwannee High School to RIVEROAK Technical College
   e. Transfer one Teacher position from TBD to Suwannee High School
   f. Transfer one Teacher position and one Paraprofessional position from Branford High School to Branford Elementary School Opportunity School
   g. Transfer one Teacher position from TBD to Suwannee Virtual School
   h. Reclassify one Staffing Specialist position in the Student Services Department from 12-months to 11-months

   MOTION CARRIED UNANIMOUSLY

Action on the Agenda Addendum

Director of Student Services – Elizabeth Simpson:

1. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of the following grant/allocation application:

   a. FDLRS/Gateway Associate Center, Hamilton County School Board, 2017-2018 Consolidated Grant (IDEA, Part B, $755,218; IDEA, Part B, Preschool, $101,001; General Revenue, $21,071) **(pgs. A2-A77)**

   MOTION CARRIED UNANIMOUSLY

End of Agenda Addendum

Miscellaneous

Mr. Alcorn addressed miscellaneous items and concerns as follows:

- Follow-up from Legislative Days in Tallahassee
- In speaking to a School Board member from a neighboring district, he was asked for program information regarding electricians and plumbers. It was agreed that information would be provided to PCS regarding RIVEROAK Technical College's programs.
- Allow ample time for discussion of items at workshops (do not rush through the items)

The meeting adjourned at 2:23 p.m.

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
April 25, 2017

AGENDA

The Suwannee County School Board met in Regular Session on this date in the School Board Meeting Room, 702 - 2nd Street, NW, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Catherine Cason, and Ed daSilva, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. School Board Member Ronald White arrived at 6:02 p.m.

School Resource Officer Kim Lane was also present.

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

Student remarks and pledge to the flag by Branford High School National Honor Society student organization

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 Mr. daSilva, for approval to adopt the Agenda. MOTION CARRIED UNANIMOUSLY

MOTION by Mr. daSilva, second by Ms. Cason, for approval of the Consent Agenda, with the exception of Item #9, which was pulled by Mr. White for separate discussion and action. MOTION CARRIED UNANIMOUSLY

Discussion followed on Item #9, which Mr. White had proposed to keep a five day work week.

MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of Item #9 on the Consent Agenda (as is). MOTION CARRIED four to one; Mr. White voted NO.

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. 11-23)**

March 7, 2017	- Workshop Session
	- Special Meeting
March 28, 2017	- Public Hearing
	- Regular Meeting

2. Approval of the monthly financial statement for March 2017.

3. The following bills for the period March 1-31, 2017:

General Fund		
#165850 - 166211	$	2,041,817.83
Electronic Fund Transfers		1,776,424.67
	$	3,818,242.50
Federal Fund		
#49197 - 49298	$	234,182.11
Electronic Fund Transfers		267,601.90
	$	501,784.01
Food Service Fund		
#31401 - 31495	$	265,559.54
Electronic Fund Transfers		84,437.54
	$	349,997.08
LCIF		
#7526 - 7546	$	67,171.21
Electronic Fund Transfers		3,859.75
	$	71,030.96

4. Approval of the following budget amendments for fiscal year 2016-2017:

General	LCIF	Special Revenues
I-9	III-9	IV-7 (Food Service)
		IV-9 (Federal)

5. Approval of the following contract/agreement) for the 2016-2017 school year: (RENEWAL) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

   #2017-97 Career Pathways Articulation Agreement between District School Board of Lafayette County and District School Board of Suwannee County for Allied Health Assisting for Program of Study: Patient Care Technician and Practical Nursing; and Digital Design for Program of Study: Administrative Office Specialist, Digital Design, and Medical Administrative Specialist (*Renewal*) **(pgs. 24-31)**

6. Approval of the following contract/agreement) for the 2017-2018 school year: (RENEWAL) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

   #2018-01 Agreement between the School Board of Suwannee County, Florida and the School Board of Seminole County, Florida for the purpose of filing for reimbursement of Medicaid Administrative Claiming Activities (*Renewal*) **(pgs. 32-39)**

7. Approval of the following student transfers for the 2016-2017 school year. Parents will provide transportation.

   District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Nayonee	Figueroa	Suwannee	Columbia	5
Phybee	Figueroa	Suwannee	Columbia	2
Nicholas	Massey	Suwannee	Columbia	6

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Zackary	Mull	SPS	BES	KG

8. Approval of the following student transfers for the 2017-2018 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Cody	Africano	Columbia	Suwannee	4
Dawson	Calhoun	Columbia	Suwannee	2
Georgia	Coleman	Columbia	Suwannee	9
Ava	Floyd	Columbia	Suwannee	2
Wyatt	Floyd	Columbia	Suwannee	VPK
Caleb	Glisson	Columbia	Suwannee	1
Jacob	Glisson	Columbia	Suwannee	2
Thomas	Glisson	Columbia	Suwannee	K
Kaleb	Guthrie	Columbia	Suwannee	K
Emma	Hardy	Columbia	Suwannee	PK
Blythe	Harrell	Columbia	Suwannee	2
Jordan	Herring	Columbia	Suwannee	1
Kracie	Herron	Columbia	Suwannee	5
Tucker	Herron	Columbia	Suwannee	VPK
Joseph	Hewett	Columbia	Suwannee	3
E'nadren	Ivey	Columbia	Suwannee	2
Jordan	Langley	Columbia	Suwannee	4
Landon	Langley	Columbia	Suwannee	VPK
Madalyn	Malcolm	Columbia	Suwannee	4
Peyton	Malcolm	Columbia	Suwannee	6
Kylie	Mathews	Columbia	Suwannee	4
Walker	Miller	Lafayette	Suwannee	VPK
Weston	Miller	Lafayette	Suwannee	2
Mycah	Moody	Columbia	Suwannee	1

FIRST NAME	LAST NAME	TO	FROM	GRADE
Carlee	Morrison	Columbia	Suwannee	5
Noah	Nicholson	Columbia	Suwannee	2
Logan	Norris	Columbia	Suwannee	1
Wyatt	O'Grady	Columbia	Suwannee	2
Kayla	Phillips	Columbia	Suwannee	3
Macy	Phillips	Columbia	Suwannee	2
Nicholas	Prescott	Columbia	Suwannee	K
Zachary	Prescott	Columbia	Suwannee	2
Harleigh	Price	Columbia	Suwannee	2
Ryleigh	Price	Columbia	Suwannee	KG
Kayleigh	Richter	Columbia	Suwannee	5
Kaylie	Sanders	Columbia	Suwannee	4
Ayden	Scheider	Columbia	Suwannee	1
Lance	Shaw	Columbia	Suwannee	7
Landon	Shaw	Columbia	Suwannee	5
Levi	Shaw	Columbia	Suwannee	2
Garret	Shipley	Columbia	Suwannee	3
Jordan	Smith	Columbia	Suwannee	4
Emma	Thomas	Columbia	Suwannee	1
Ruben	Thomas	Columbia	Suwannee	VPK
Jeremie	Thompson	Columbia	Suwannee	12
Jocilyn	Tynda	Columbia	Suwannee	3
Xavier	Voidanoff	Columbia	Suwannee	5
Jake	Watkins	Columbia	Suwannee	3
Samuel	Watkins	Columbia	Suwannee	6
Kylie	Williams	Columbia	Suwannee	6
Anthony	Woolsey	Columbia	Suwannee	5
Ethan	Bower	Suwannee	Columbia	11
Mia	Goodin	Suwannee	Hamilton	1
Westin	Goodin	Suwannee	Hamilton	PK
Hannah	Hill	Suwannee	Lafayette	11
Houston	Keen	Suwannee	Lafayette	PK
Ella Grace	Pittman	Suwannee	Hamilton	K
Jacob	Pittman	Suwannee	Hamilton	9

FIRST NAME	LAST NAME	TO	FROM	GRADE
Morgan	Pittman	Suwannee	Hamilton	3

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Kensley	Dasher	BES	SES	K

9. Approval of the summer four-day work week from June 5, 2017 – July 28, 2017.

REGULAR AGENDA

Chief Financial Officer – Vickie DePratter:

1. The following report was presented for informational purposes:

   a. Suwannee County District School Board Financial and Federal Single Audit for Fiscal Year Ended June 30, 2016 (A copy of the report is available in the office of the Chief Financial Officer.) **(pg. 40)**

Assistant Superintendent of Administration – Bill Brothers:

2. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of the Suwannee County School District Level II Principal Leadership Development Plan. **(pgs. 41-118)** MOTION CARRIED UNANIMOUSLY

Assistant Superintendent of Instruction – Janene Fitzpatrick:

3. MOTION by Mr. Alcorn, second by Ms. Cason, for approval to advertise additions and revisions to the Suwannee County School District Elementary Student Progression Plan and the Suwannee County School District Secondary Student Progression Plan for 2016-2017. (Copies are available in the office of the Assistant Superintendent of Instruction.) **(pg. 119)** MOTION CARRIED UNANIMOUSLY

4. MOTION by Ms. Cason, second by Mr. Alcorn, for approval of the following curriculum item for the 2016-2017 school year:

   a. 2017 Summer School Schedule **(pgs. 120-123)**

   MOTION CARRIED UNANIMOUSLY

5. MOTION by Ms. Cason, second by Mr. daSilva, for approval of the following personnel item for the 2016-2017 school year: **(pgs. 124-125)**

   a. The following summer school positions for the 2017 summer school term:

Program	Number of Employees/Position		Funding
Credit Recovery (Grades 8-11)	6 – Teachers (BHS-1; SHS-5) 2 – Paraprofessionals (BHS-1; SHS-1)		Title VI/ General Fund
Driver's Education	1 – Teacher	(SHS)	Title VI/ General Fund
Algebra EOC Review	1 – Teacher	(BHS)	Title VI/ General Fund
HOPE Blended Course	1 – Teacher	(BHS)	Title VI/ General Fund
Middle School Intervention Camp	2 – Teachers	(SMS)	General Fund
Virtual Instruction	9 – Teachers	(SVS)	General Fund
3rd Grade Reading Camp	5 – Teachers (BES-1; SES-4)		Reading Allocation/ General Fund

Program	Number of Employees/Position	Funding
School Readiness	2 – CDAs (SPS)	School Readiness
VPK	6 – Teachers (SPS)	VPK
Extended Year Services for ESE	3 – Teachers 2 – Paraprofessionals 1 – Nurse	IDEA Grant
21st Century (CCLC) Program	4 – Site Coordinators (BES-1; SES-1; SIS-1; SPS-1) 5 – Teachers (BES-1; SES-2; SIS-1; SPS-1) 8 – Paraprofessionals (BES-2; SES-2; SIS-2; SPS-2)	21st CCLC Grant
Migrant Summer Program	5 – Paraprofessionals	Title I Part C
Title I – PAL	1 – Site Coordinator (Douglass Center) 2 – Teachers 2 – Paraprofessionals	Title I Part A

NOTE: Positions will be based on student enrollment.

MOTION CARRIED UNANIMOUSLY

Director of Facilities – Mark Carver:

6. MOTION by Mr. White, second by Mr. Alcorn, for approval to award the following bid/RFP:

   #17-210 Professional Architectural Services for RIVEROAK Technical College Health Education Facility to Architects RZK, Inc. (*New*) **(pgs. 126-127)**

   MOTION CARRIED UNANIMOUSLY

7. MOTION by Mr. daSilva, second by Ms. Cason, for approval of the annual Florida Department of Education, Office of Educational Facilities, Florida Inventory of School Houses (FISH) Certification of Facilities Data for 2016-2017. **(pgs. 128-129)** MOTION CARRIED UNANIMOUSLY

8. MOTION by Mr. Alcorn, second by Mr. White, for approval of the following contract/agreement for the 2016-2017 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

   #2017-98 Comprehensive Solutions Audit Agreement between Trane U.S. Inc. and the Suwannee County School Board for an Energy Performance Contracting Program. (The scope of this agreement will be a Feasibility Study and Investment Grade Technical Audit.) (*New*) **(pgs. 130-139)**

   MOTION CARRIED UNANIMOUSLY

Director of Information Technology – Josh Williams:

9. MOTION by Mr. White, second by Ms. Cason, for approval of the 2017-2018 Official Enrollment Packet for student enrollment in Suwannee County School District. **(pgs. 140-154)** MOTION CARRIED UNANIMOUSLY

Director of Human Resources – Walter Boatright:

10. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of the Personnel Changes List, with the following changes: **(pgs. 155-167)**
    - Page 160, CONTRACT RECOMMENDATIONS, ANNUAL CONTRACTS, Branford Elementary School, remove Bethany Byrd (from Annual Contract)
    - Page 161, Suwannee Elementary School, remove the following names: Marissa Bricker, Deborah Rivera, and Elisha Snipes (they are no longer employed with the District)
    - Page 162, Suwannee Intermediate School, remove Janice Diaz-Reyes (no longer employed with the District)
    - Page 167, Suwannee Primary School, change Stacey B. Skierski to Stacey L. Skierski

    MOTION CARRIED UNANIMOUSLY

PERSONNEL CHANGES APPROVED:

RESIGNATION: INSTRUCTIONAL:

District Office:
Alicia Poole, Staffing Specialist, effective April 21, 2017

RIVEROAK Technical College:
June Guy, Teacher, effective April 14, 2017

Suwannee Middle School:
Beckyann Larson, Teacher, effective March 20, 2017

Suwannee Primary School:
Amber Russell, Speech-Language Pathologist, effective June 6, 2017

RESIGNATIONS: NON-INSTRUCTIONAL:

Transportation:
George Townsend, Bus Attendant, effective March 27, 2017
Sandra Koehn, Bus Driver, effective April 10, 2017

RETIREMENT:

Ramona Jordan, Teacher, effective June 6, 2017
Marilyn Sapp, Administrative Support Specialist, effective March 31, 2017
Melissa Ware, Teacher, effective June 6, 2017
Scott Ware, Teacher, effective June 6, 2017

RECOMMENDATIONS: ADMINISTRATIVE:

District Office:
Kecia Robinson, Coordinator of School Improvement/Title I, effective March 27, 2017
REPLACES: New Position

Facilities Department:
Ethan Butts, Assistant Director of Facilities, effective April 24, 2017
REPLACES: New Position

RECOMMENDATIONS: INSTRUCTIONAL:

District Wide/21st Century:
The following to work as a teacher or paraprofessional in the 21st Century Program effective March 2, 2017:

Takesha Patrick

Suwannee Primary School:
Casandra Yulee, Teacher, temporary position, effective March 23, 2017
REPLACES: Brittany Broughton

PART-TIME/HOURLY EMPLOYEE:
Approval for the following for part-time/hourly employee:

RIVEROAK Technical College:
Theresa Mortlock, LPN Clinical Instructor, effective April 17, 2017
REPLACES: June Guy

LEAVE OF ABSENCE (MATERNITY):

Branford High School:
Erin Clark, Teacher, tentatively April 14, 2017 through June 6, 2017

MENTOR:
The following to serve as mentor:

Mentor:	Mentee:	Location:
Rhoda D. Broughton	Ashley Cato Conner	SHS

SUPPLEMENTARY:

NAME	POSITION	LOCATION	REPLACES
BJ Cohen	Intramural Coach	SMS	Jimmy McCullers
Kyler Hall	Assistant Boys Track Coach	SHS	Brian Bullock
Patrick Jernigan	Assistant Middle School Baseball Coach	SMS	Bobby Horne
Rayanna Johnson	Head Varsity Volleyball Coach	SHS	April Greene
Logan Register	Head Wrestling Coach	SHS	Paul Horne
*Daniel Tillman	Assistant Varsity Baseball Coach	SHS	Hunter Abercrombie

**pending certification*

MISCELLANEOUS:
The Superintendent recommends that the following teachers and paraprofessional to provide Hospital/Homebound services:

Amy Allen, Teacher part-time
Jenny Clark, Teacher part-time
Cynthia Frye, Teacher part-time
Toni Greenberg, Teacher part-time
Melissa McKire, Teacher part-time
Kelly Waters, Teacher part-time
Rowena West, Teacher part-time
Keith Cherry, Paraprofessional part-time

The Superintendent recommends the following Deans to work additional hours for the 2017 Summer School Program:

Hunter Abercrombie (SHS/Dean)	Up to 105 hours
Carl Manna (BHS/Dean)	Up to 60 hours

The Superintendent recommends the following staff to be paid an ESE supplement for the 2016-2017 school year:

Amy Allen	Cynthia Frye	Dana Drawdy	Shannon Roberts	Elizabeth Vann
Lauren Belcher	Toni Greenberg	Tammy McKay	Amber Russell	Cheri Copeland
Myra Bell	Kim Hudson	Melissa McKire	Jo Ann Saunders	Linda Whitley
Tammy Bradow	Ramona Jordan	Rebecca Monroe	Stacie Swartz	Kenneth Wingate
Kate Bromley	Candice Land	Cathy Nicely	Michelle Thompson	Jessica Wagner
Erin Clark	Debbie Singletary	Lisa Pennington	Rowna Valin	Brittany Busby
Trudy Benson	Lynn Lawrence	Darlene Rice	Lacey VanEtta	Frances Cohen
Nancy Nielsen	Jennifer Wooley			

The Superintendent recommends the following ESE staff to work up to 32 additional hours:

Amy Allen	Debbie Singletary	Melissa McKire
Angela Wood	Rebecca Monroe	Cathy Nicely

The Superintendent recommends the following gifted teachers to be paid a supplement for the 2016-2017 school year:

Emily Blackmon	Windy Gamble
Natalie Haney	Laura Roberts
Karen Koon	Theda Roper
Joyce McIntosh	Rowena West

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Food Service Department:
Renee Hoch, SMS 3 hour food service worker, effective March 20, 2017
REPLACES: Dawn Shearer

Suwannee Elementary School:
Natalia Morales, Bilingual Paraprofessional, effective April 3, 2017
REPLACES: Maria Reyes-Cartagena

Suwannee Intermediate School:
James Johnson, Custodian, effective March 22, 2017
REPLACES: Joshua Greek

Suwannee Middle School:
Kaela Shay, ESE Paraprofessional Temporary, effective April 7, 2017
REPLACES: New Position

Transportation:
Joetta Bennett, Bus Attendant, effective April 13, 2017
REPLACES: George Townsend
David Reed, Bus Mechanic, effective April 11, 2017
REPLACES: Scott Melanson

Deborah Renken, Bus Attendant, effective April 13, 2017
REPLACES: Robin Krause
Robin Whitt, Driver Trainer, effective April 7, 2017
REPLACES: New Position

LEAVE OF ABSENCE (MEDICAL LEAVE):

Food Service:
Vicki Waters, tentatively April 3, 2017 through June 5, 2017, without pay, with the option of returning sooner if released by the doctor.

Transportation:
Haddie Mann, tentatively April 3, 2017 through May 8, 2017, without pay, with the option of returning sooner if released by the doctor.

STUDENT WORKER:

Jasmen Garling — RTC/Early Childhood Education/My Play School

VOLUNTEERS:

Dalton Allen
Ashley Ballou
Rashonda Bowden
Penny Brannan
Elliott Burke
Jo Anne Carr
Yoleisy Cartaya
Lacey Cannon
Jodi Carter
Brian Corbin
Kelly Davidson
Sheree Dugdale
Hampton Hicks
Penny Coleman
Ashley Hingson
Rosanna Holtzclaw
Cara Howard
Shila Jackson
Jenny Lloyd
Amy Johnson
Eddie Jones
Cecelia Koon
Ashley Luke
Muriel Owens
Stacie Reid
Laura Robinson
Sonny Rodriguez
Nicole McDonald
Rebecca Ross
Brett Suggs
John Thomas
Tara Vasquez
Tanecia Virgil
Jessica Wagner
Kim Walker
Brittany Wendt
Kenneth Wingate

Career Source:
Dustin Smith
Brandon Miller

End of List
2016-2017
School Year

RECOMMENDATIONS FOR THE 2017-2018 SCHOOL YEAR:

RESIGNATIONS: NON-INSTRUCTIONAL:

Suwannee Elementary School:
Marilynn J. Eaken, School Secretary, effective September 4, 2017

RETIREMENT:

Suwannee Primary School:
Nancy Seale, Teacher, effective September 8, 2017

LEAVE OF ABSENCE (FMLA):

Suwannee Middle School:
Brittany Busby, Speech & Language Pathologist, tentatively August 3, 2017 through October 30, 2017

SUPPLEMENTARY:

NAME	POSITION	LOCATION	REPLACES
*Bryan Wainwright	Wrestling Coach	SMS	Sasha Key

**pending certification*

CONTRACT RECOMMENDATIONS:

ANNUAL CONTRACTS:

District Office/Student Services:	Term
Dee Dee Cathcart	10
Abigail Hill	11
Stacie Swartz	10
Branford Elementary School:	
Amanda Clark	10
Lynsee Dicks	10
Kimberley Garrett	10
Melinda Hawthorne	10
Tina Hayes	10
Caron Heffner	10
Melissa Holtzclaw	10
Cara Howard	10
Mandi Howard	10
Monica Jackson	10
Priscilla Jones	10
Charlena Lori Land	10
Katee O'Quinn	10

Jessica Wagner	10
Margaret Williams	10
Branford High School:	
Darryl S. Cannon	10
Erin Clark	10
Eleanor Coker	10
Cynthia Frye	10
Roy Harden	10
Courtney Jernigan	10
Shannon Jernigan	10
Vanessa Leffler	10
Carl Manna	10
Tammy Neil	10
Fred O'Quinn	10
Robert Phillips	10
Emilee Rains	10
Sergio Rodriguez	10
Elaine Sauerman	10
Mendy Sikes	10
Cara Soride	10
Misty Ward	10
Abby Warren	10
Angela Wood	12
RIVEROAK Technical College:	
Jeffery Lee	12
Kevin Mercer	10
Catherine Maxwell	10
Patricia Sullivan	10
Suwannee Elementary School:	
Melissa Davis	10
Danielle Gay	10
Melody Handley	10
Jennifer Hitt	10
Miranda Jackson	10
Kelsey Mercer	10
Mary Metz	10
Susan Mowry	10
Susan Ratliff	10
Rebecca Reaves	10
Jennifer Richer	10
Stephanie Selph	10
Ashley Threm	10

Suwannee High School:

T. Hunter Abercrombie	10
Douglas Aukerman	12
Emily Bass	10
Myra Bell	10
Kary Black	10
Jeffry Boatright	10
Michael Braun	12
Kate Bromley	10
Crystiana Butler	10
Melinda Carson-Griffith	12
Cheri Copeland	10
Perry Davis	10
Belinda Fries	10
Alexander Gonzalez	10
Jaclyn Harris	10
Debra Kleinsmith	12
Robert Marski	11
Dinah Mayne	10
James McDonald	10
Stephen D. Morgan	10
Melanie Roberts	10
Debra Singletary	10
Sarah Trimm	12

Suwannee Intermediate School:

Joann Barton	10
Chelsea Burgess	10
Robbin M. Chapman	10
Scott Conley	10
Brooke Cox-Knowles	10
Krystal Cundiff	10
Jessica Davis	10
Julie Griswold	10
Pamela Hendrick	10
Mary Kinard	10
Christinia Newhart	10
Kelly Parker	10
Kelly Pennington	10
Lisa Pennington	10
Dana Putnal	11
Ruth Roberson	10
Maria Rodriguez	10
Phyllis Smith	10
Stacey Smith	10
Amy Stratton	10
Jennifer Stevens	10
Jamie Wiles	10

Suwannee Middle School:

Melva Batts	10
Chad Bonds	10
Tammy Bradow	10
Karen Braun	10
Brittany Busby	10
Andrew Chapman	10
Mary Check-Cason	10
Sarah Grillo	10
Meri Harrell	10
Brantly Helvenston	10
Celia Hodge	10
Rayanna Johnson	10
Kim Cohen	11
Marie Mace	10
Danielle Ovando	10
Marlene Plympton	10
Benjamin Thomas	10
Lorena Urban	10
Yomaris Vega	10
Miriam Venero	10
Coleen Welsh	10
Rowena West	10
Joanne Wimberley	10
Lawanna Zimmerman	10

Suwannee Primary School:

Melissa Bozeman	10
Brittany Broughton	10
Timothy Burbridge	11
AnnMarie Croucher	10
Kiara Davis	10
Rosa Davis	10
Courtney Elton-Goodin	10
Carolina Figueroa-Crooke	11
Abby Fleming	10
Jennifer Gregory	10
Diane Hale	10
Pamela Hastings	10
Susan Helvenston	10
Cristina Herrington	10
Heather Holt	10
Patrick Jernigan	10
Hannah Johnson	10
Krystal McCormick	10
Katey Melland	10
Kerry Melland	10
Sarah Musgrove	10
Charis Parker	10
Elizabeth Rang	10
Elecxia Reed	10

Martha Southerland	10
Elizabeth Vann	10

Professional Service Contract (Renewal):

District Office:

Patricia E. Brantley	11
Virginia L. Weaver	11

District Wide:

Toni L. Greenberg	11

Branford Elementary School:

Linda Michelle Aderholt	10
Amy Allen	10
Gary Barrs	10
Bethany Byrd	10
Kimberly D. Cannon	10
Teresa Conger	10
Sandra Delay	10
Windy Gamble	10
Melissa Holtzclaw	10
Amanda R. Johnson	10
Elizabeth K. Johnston	10
Juettie L. Kelley	10
Julie Klecka	10
Stephanie Knighton	10
Vera L. Knighton	10
Candice Land	10
Susan Mackin	10
Pamela D. Nettles	10
Denah F. Phillips	10
Kimberly Procko	10
Lindsey Ramsey	10
Tina Roush	10
Carla Suggs	10
Wynette L. Sumner	10
Cloria J. Williams	10
Jennifer Winnette	10

Branford High School:

Dannelle Bradow	10
Pamela Cassube	10
Julianna H. Dees	10
Dawn Eakins	11
Vaster J. Fryar	10
Lawanna Gaylard	10
Angela Hill	10
Karen Y. Koon	10
Stefani M. Santos	10
Janet Denise Stewart	10

Daniel Taylor	10
Nina S. Tuttle	10
Kenneth Wingate	10
Linda S. Whitley	10
Stacy Young	12
RIVEROAK Technical College:	
Eric Derwin Bass	10
Melissa Francisco	10
Theresa Gill	10
Tracy Henderson	10
Robert Makela	10
Pamela A. Poole	10
Joseph Ragan	10
Thomas E. Shea	10
Kimberly M. Thomas	10
Suwannee Elementary School:	
Evelyn Arnold	10
Melinda Berry	10
Jennifer Bonds	10
Rebecca L. Carter	10
Victoria S. Carter	10
Robyne Edwards	10
Rhonda L. Furry	10
Lisa W. Gray	10
Kimberly Hudson	10
Amanda D. Hurst	10
Connie N. Leavitt	10
Marjerian Lewis	10
Pamela K. Lewis	10
Joyce D. McIntosh	10
Melissa N. McKire	10
Holly McMillan	10
Mindy Meeks	10
Tamara Michal	10
Candance B. Plymel	10
Laura Katherine Roberts	10
Michelle Ona Robertson	10
Rowna Valin	10
Amy Williams	10
Tamara Williams	11
Suwannee High School:	
Sid E. Allen	10
Harrison Ambrose	10
Nancy Aul	10
Michael Bresk	10
Rhoda Broughton	10
Neena Brown-Thomas	10
Tamara Burt	10

Tammy Butts	10
Kenneth Campbell	10
Bonita M. Cook	10
Gary Croxton	10
Darrell Curls	10
Benita Diggs	10
Terry Fillyaw	10
Traci H. Green	10
Amy C. Hendry	10
Cindi Hiers	11
Julie Hocutt	10
Sandra Y. Hurst	10
Mary Johnson	10
Audrey L. Marshall	10
Tammie McKay	10
Paula McMillan	10
Vanessa B. Menhennett	10
Violet Noyes	10
Lynda Owens	10
Carmen Reyes	10
Abigail Rodriguez	10
Eric A. Rodriguez	10
James Sellers	10
Becky Skipper	10
Roger L. Sumner	10
Michelle Thompson	10
Travis Tuten	12
Kimberly Tuvell	10
Kelly Waters	12
Cindy Wiggins	12
Vernon Wiggins	10
Karen K. Williams	11
Pamela P. Williams	10
Melissa J. Woodrum	10
Damon L. Wooley	10

<u>Suwannee Intermediate School:</u>

Marcia Boatright	10
Kristy D. Chauncey	10
Shannon W.Chauncey	10
Leigh Ann Fountain	10
April Frye	10
Natalie Haney	10
Traci Kirby	10
Lynn Lawrence	10
William McCullers	10
Catherine Nicely	10
Darlene Rice	10
Theda Roper	10
Adrienne Taylor	10
Kimberly Warren	10

Sandra Winburn	10
Ashlee A. Wooley	10
Suwannee Middle School:	
Alan R. Bonds	10
Robyn Bonds	10
Jennifer Byrd	10
Melissa Cameron	10
Jennifer Campbell	10
Annette B. Chauncey	10
Jenny Clark	10
Heather Dean	10
Jean Eckhoff	10
Lesley D. Fry	10
Stephanie Gray	10
Jimmie G. Green	10
Hetti J. Harry	10
Misty Shawn Herring	11
Angela Hicks	10
Deanna Horton	10
Herbert W. Hutchison	10
Nicole Jackson	10
Jeffrey Johnson	10
John Johnson	10
Rebecca L. Monroe	10
Stephanie B. Sampson	10
Brad N. Scarborough	10
Daniel Skelly	10
Canary S. Stephens	10
Alexi Wilson	10
Suwannee Primary School:	
Georgette H. Allbritton	10
Lauren Belcher	10
Daniel A. Crews	10
Rhoda J. Crews	10
Cindy Crowell	10
Shannon M. Daniel	10
Kelly Driggers	10
Staci Greaves	10
April Greene	10
Heidi O. Hunter	10
Jessica M. Johnson	10
Susann Johnson	10
Christina McCullers	10
Janell Miracle	10
Kimberly M. Mott	10
Vickie Pagliai	10
Karen L. Patten	12
Georgette M. Ragan	10
Mandy F. Ramsey	10

Mandy F. Ramsey	10
Shannon Roberts	10
Nancy Sue Seale	10
Stacey L. Skierski	10
Michele Turman	10
Marilyn Utz-Salsberry	10
Jennifer L. Wooley	10

CONTINUING CONTRACT
(presented for information only)

Branford Elementary School:	
Sharon Barnett	10
Debra Hatch	10
Kathy Smith	11
Suwannee Elementary School:	
Veronica B. Daquila	10

End of List
2017-2018
School Year

School Board Attorney – Leonard Dietzen:

11. Legal Counsel's Report – Mr. Dietzen provided information regarding a new public records law pertaining to the number of days required to respond to the request.

Superintendent of Schools – Ted Roush:

12. Superintendent's Report – Mr. Roush provided information regarding the budgetary issues coming from Tallahassee/Legislature and the upcoming school year budget.

School Board Members:

13. Issues and concerns Board members may wish to discuss

- Mr. Alcorn asked that a discussion be held at a future workshop regarding the following items:
  - Possibility of reorganizing the Live Oak elementary schools to K-5 grades.
  - Due to budget issues/funding, Mr. Alcorn expressed his concern with the proposed purchase of the Heinking building, as well as the possibility of no help from the state with funding for the renovation of the Radio Shack building. Mr. Roush responded that this item will be discussed at the May 9 workshop.
  - Medical marijuana. Mr. Dietzen responded that this issue is on hold, because the state will most likely decide that it will not be allowed to use at schools; when the Legislature sessions are complete, Mr. Dietzen will provide an update to the Board.

- Mr. daSilva announced that Kids Day will be held next Saturday, as well as the Retirement Reception to be held next Thursday.

- Mr. Roush expressed his thanks to Ms. Nancy Seals for her many years of service and dedication to our students. He also wish Mr. Wilkerson a Happy 40th Birthday.

- Mr. Taylor announced the following:
  - Suwannee High School NJROTC's 45th Anniversary was today.
  - RIVEROAK Technical College will hold a reception this Thursday to celebrate the 50th anniversary of the LPN Program.
  - He volunteered Board members to participate and also contribute dollars to the upcoming Kids Day event.

The meeting adjourned at 7:00 p.m.

SUWANNEE COUNTY SCHOOL DISTRICT

702 – 2nd Street, NW • Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635
www.suwannee.k12.fl.us

TED L. ROUSH
Superintendent of Schools

"Suwannee County School District will be a system of excellence ensuring all students are prepared for personal success."

JERRY TAYLOR
DISTRICT 1

CATHERINE CASON
DISTRICT 2

TIM ALCORN
DISTRICT 3

ED DA SILVA
DISTRICT 4

RONALD WHITE
DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools

FROM: Mark A. Carver, Director of Facilities

THRU: Bill Brothers, Assistant Superintendent of Administration

DATE: May 4, 2017

RE: Agenda Item for May 23, 2017, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of Property Records Disposition Form for May 2017.

BACKGROUND:

Capitalized assets are obsolete or no longer serviceable.

PROPERTY RECORD #	ITEM DESCRIPTION	ORIGINAL PURCHASE PRICE	ORIGINAL PURCHASE DATE	COST CENTER	REQUESTED DISPOSITION
99000118	CABINET, HOT FOOD	$ 1,514.00	10/31/1994	FACILITIES	Surplus
99001103	SCRUBBER, FLOOR	$ 1,143.50	7/18/1996	FACILITIES	Surplus
99001369	STAND, CASHIER	$ 1,300.00	6/30/1996	FACILITIES	Surplus
99001387	ICE MACHINE	$ 2,370.00	6/30/1996	FACILITIES	Surplus
99001401	RANGE	$ 11,128.00	6/30/1996	FACILITIES	Surplus
99001725	OVEN	$ 5,700.00	6/30/1993	FACILITIES	Surplus
99001730	CABINET, HOT FOOD	$ 3,360.00	6/30/1993	FACILITIES	Surplus
99001733	COUNTER, UTILITY	$ 1,925.00	6/30/1993	FACILITIES	Surplus
99002494	HOLDING CABINET	$ 2,075.00	3/7/2002	FACILITIES	Surplus
99002495	HOLDING CABINET	$ 2,075.00	3/7/2002	FACILITIES	Surplus
99004598	STEAMER	$ 10,757.17	8/14/2001	FACILITIES	Surplus
99004881	ICE MACHINE	$ 1,803.75	11/11/2004	FACILITIES	Surplus
99005530	STEAMER	$ 12,850.00	6/7/2006	FACILITIES	Surplus
99005543	COOLER, MILK BOX	$ 2,171.00	6/7/2006	FACILITIES	Surplus
99007744	PAN, SERVING COLD	$ 7,914.24	7/19/2012	FACILITIES	Surplus
99002643	CATALYST 3508G	$ 3,792.38	12/18/2002	TECHNOLOGY	Surplus
99007045	MULTI MEDIA CART	$ 889.97	12/16/2009	TECHNOLOGY	Surplus
99007046	MULTI MEDIA CART	$ 889.97	12/16/2009	TECHNOLOGY	Surplus
99002655	CATALYST SWITCH 2950G	$ 2,092.38	12/18/2002	TECHNOLOGY	Surplus
99003928	CISCO 3508GXL ENTERPRISE	$ 3,190.00	10/16/2003	TECHNOLOGY	Surplus
99003929	CISCO 3508GXL ENTERPRISE	$ 3,190.00	10/16/2003	TECHNOLOGY	Surplus
99003995	CATALYST SWITCH 2950G	$ 2,980.00	11/6/2003	TECHNOLOGY	Surplus
99003997	CATALYST SWITCH 2950G	$ 2,980.00	11/6/2003	TECHNOLOGY	Surplus

99004242	CANNON RE350 DOC CAMERA	$ 3,353.00	12/15/2000	TECHNOLOGY	Surplus
99004775	PRINTER	$ 1,089.88	7/15/2004	TECHNOLOGY	Surplus
99004934	LUMENS PROJECTOR SVGA	$ 875.00	11/4/2004	TECHNOLOGY	Surplus
99005001	CISCO 3508GXL ENTERPRISE	$ 3,200.00	4/8/2005	TECHNOLOGY	Surplus
99005026	COMPUTER, LAPTOP	$ 1,400.58	10/20/2005	TECHNOLOGY	Surplus
99005129	CISCO 2950G-24PORT SWITCH	$ 1,500.00	7/21/2005	TECHNOLOGY	Surplus
99005735	COMPUTER AND MONITOR	$ 1,430.33	2/15/2007	TECHNOLOGY	Surplus
99005738	COMPUTER AND MONITOR	$ 875.00	2/15/2007	TECHNOLOGY	Surplus
99005740	COMPUTER AND MONITOR	$ 875.00	2/15/2007	TECHNOLOGY	Surplus
99005741	COMPUTER AND MONITOR	$ 875.00	2/15/2007	TECHNOLOGY	Surplus
99005742	COMPUTER AND MONITOR	$ 875.00	2/15/2007	TECHNOLOGY	Surplus
99005746	COMPUTER AND MONITOR	$ 875.00	2/15/2007	TECHNOLOGY	Surplus
99005747	COMPUTER AND MONITOR	$ 875.00	2/15/2007	TECHNOLOGY	Surplus
99005748	COMPUTER AND MONITOR	$ 875.00	2/15/2007	TECHNOLOGY	Surplus
99005749	COMPUTER AND MONITOR	$ 875.00	2/15/2007	TECHNOLOGY	Surplus
99005826	COMPUTER, LAPTOP	$ 1,030.88	7/26/2007	TECHNOLOGY	Surplus
99005861	COMPUTER, LAPTOP	$ 1,030.88	7/26/2007	TECHNOLOGY	Surplus
99005923	COMPUTER, LAPTOP	$ 875.00	4/30/2007	TECHNOLOGY	Surplus
99006000	COMPUTER, LAPTOP	$ 867.83	7/13/2007	TECHNOLOGY	Surplus
99006001	COMPUTER, LAPTOP	$ 867.83	7/13/2007	TECHNOLOGY	Surplus
99006049	COMPUTER AND MONITOR	$ 2,483.52	2/8/2008	TECHNOLOGY	Surplus
99006050	COMPUTER AND MONITOR	$ 2,483.52	2/8/2008	TECHNOLOGY	Surplus
99006182	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006183	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006186	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006190	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus

99006191	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006192	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006193	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006194	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006195	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006196	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006197	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006198	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006199	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006201	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006213	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006241	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006243	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006244	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006245	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006247	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006248	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006249	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006250	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006286	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006289	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006291	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006294	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006299	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006300	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006301	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus

99006302	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006303	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006306	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006315	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006317	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006318	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006323	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006324	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006333	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006340	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006341	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006347	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006348	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006349	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006351	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006362	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006366	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006369	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006370	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006372	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006373	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006375	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006379	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006381	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006382	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006383	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus

99006384	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006385	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006387	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006388	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006389	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006390	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006391	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006392	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006393	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006394	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006395	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006396	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006397	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006399	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006406	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006415	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006420	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006421	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006422	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006423	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006429	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006433	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006435	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006436	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006437	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus
99006438	IMAC/MACBOOK	$ 1,087.96	5/14/2008	TECHNOLOGY	Surplus

99006531	COMPUTER, LAPTOP	$ 989.00	12/11/2008	TECHNOLOGY	Surplus
99006731	COMPUTER, NOTEBOOK	$ 899.00	7/29/2009	TECHNOLOGY	Surplus
99006735	COMPUTER, NOTEBOOK	$ 899.00	7/29/2009	TECHNOLOGY	Surplus
99006748	COMPUTER, LAPTOP	$ 916.50	8/14/2009	TECHNOLOGY	Surplus
99006776	COMPUTER, NOTEBOOK	$ 1,013.15	7/29/2009	TECHNOLOGY	Surplus
99006777	COMPUTER, NOTEBOOK	$ 1,013.15	7/29/2009	TECHNOLOGY	Surplus
99006781	COMPUTER, NOTEBOOK	$ 1,013.15	7/29/2009	TECHNOLOGY	Surplus
99006782	COMPUTER, NOTEBOOK	$ 1,013.15	7/29/2009	TECHNOLOGY	Surplus
99006784	COMPUTER, NOTEBOOK	$ 1,013.15	7/29/2009	TECHNOLOGY	Surplus
99006786	COMPUTER, NOTEBOOK	$ 1,013.15	7/29/2009	TECHNOLOGY	Surplus
99007080	COMPUTER, LAPTOP W DOCKIN	$ 840.00	1/21/2010	TECHNOLOGY	Surplus
99007083	COMPUTER, NOTEBOOK	$ 916.48	8/31/2009	TECHNOLOGY	Surplus
99007084	COMPUTER, NOTEBOOK	$ 916.48	8/31/2009	TECHNOLOGY	Surplus
99007085	COMPUTER, NOTEBOOK	$ 916.48	8/31/2009	TECHNOLOGY	Surplus
99007087	COMPUTER, NOTEBOOK	$ 916.48	8/31/2009	TECHNOLOGY	Surplus
99007239	COMPUTER, LAPTOP	$ 990.00	6/4/2010	TECHNOLOGY	Surplus
99007276	PRINTER, LASER	$ 899.98	5/5/2010	TECHNOLOGY	Surplus
99007370	COMPUTER, NOTEBOOK	$ 1,040.00	9/1/2010	TECHNOLOGY	Surplus
99007371	COMPUTER, NOTEBOOK	$ 1,040.00	9/1/2010	TECHNOLOGY	Surplus
99007372	COMPUTER, NOTEBOOK	$ 1,040.00	9/1/2010	TECHNOLOGY	Surplus
99007378	COMPUTER, NOTEBOOK	$ 1,040.00	9/1/2010	TECHNOLOGY	Surplus
99007379	COMPUTER, NOTEBOOK	$ 1,040.00	9/1/2010	TECHNOLOGY	Surplus
99007444	COMPUTER, BASIC UNIT	$ 1,017.00	2/18/2011	TECHNOLOGY	Surplus
99007562	COMPUTER PROBOOK NOTEBOOK	$ 855.00	6/23/2011	TECHNOLOGY	Surplus
99007563	COMPUTER PROBOOK NOTEBOOK	$ 855.00	6/23/2011	TECHNOLOGY	Surplus
99007585	COMPUTER, LAPTOP W DOCKIN	$ 855.00	8/19/2011	TECHNOLOGY	Surplus

99007685	SWITCH, 8 PORT	$ 1,050.00	1/12/2012	TECHNOLOGY	Surplus
99007748	COMPUTER, NOTEBOOK	$ 825.00	7/26/2012	TECHNOLOGY	Surplus
99007878	SWITCH 3750G, CISCO	$ 1,525.00	2/20/2014	TECHNOLOGY	Surplus
	TOTAL	$ 235,152.63			

Requested By: _____ APPROVED BY: _____

MARK A CARVER,
DIRECTOR OF PROPERTY RECORDS

SUPERINTENDENT

5/23/2017
DATE

BOARD CHAIRMAN

SUWANNEE COUNTY SCHOOL DISTRICT

702 – 2nd Street, NW • Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635
www.suwannee.k12.fl.us

TED L. ROUSH
Superintendent of Schools

"Suwannee County School District will be a system of excellence ensuring all students are prepared for personal success."

JERRY TAYLOR
DISTRICT 1
CATHERINE CASON
DISTRICT 2
TIM ALCORN
DISTRICT 3
ED DA SILVA
DISTRICT 4
RONALD WHITE
DISTRICT 5
LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools TR/BB

FROM: Elizabeth Simpson, Director of Student Services ES

THRU: Janene Fitzpatrick, Assistant Superintendent of Instruction JF
Vickie DePratter, Chief Financial Officer VMD

DATE: May 3, 2017

RE: Agenda Items for May 23, 2017, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following contracts for the 2017-2018 school year:

#2018-02	Contract with Adrienne Burke (Tiny Praying Hands, LCCH)	Renewal
#2018-03	Contract with Tawanna Bryant (Tender Touch Learning Center, LLC)	Renewal
#2018-04	Contract with Bright Stars Academy	Renewal
#2018-05	Contract with Renata Beasley (Renata Beasley Large Family Child Care Home)	Renewal
#2018-07	Contract with Resolutions in Special Education, Inc.	Renewal
#2018-08	Contract with Independent Training for the Blind	Renewal
#2018-09	Contract with AMH Counseling, PL	Renewal
#2018-10	Contract with Palmer Physical Therapy, LLC	Revised/Renewal
#2018-11	Contract with ED-TRAKK, Inc.	Renewal

BACKGROUND:

All contracts are renewals and were reviewed by School Board Attorney Leonard Dietzen.

ES/ro

Suwannee County Public Schools
Rate and Service Contract
2017-2018

THIS RATE AND SERVICES PROVIDER AGREEMENT ("Contract") is made and entered into on July 1, 2017, between the Suwannee County School Board (hereinafter referred to as the "DISTRICT"), and

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

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 1, 2017, by both parties and shall remain in force until June 30, 2018.

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, 702 2nd Street, 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 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:
Superintendent of Schools
Suwannee County School Board
702 2nd Street, NW
Live Oak, FL 32064

With a Copy to:
Michele Howard
TAPP Coordinator
Suwannee County School Board
702 2nd Street, NW
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 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

Jerry Taylor, Board Chairman

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"

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

Date: _____

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

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

STATE OF_____

COUNTY OF_____

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

1. The business address of_____(Contractor) is_____.

2. My relationship to _____(Contractor) is _____(relationship such as sole proprietor, partner, president, vice president).

3. I understand a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

5. I understand "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public-entity crime, or a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Contractor nor any affiliate of the Contractor has been convicted of a public entity crime subsequent to July 1, 1992.

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

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

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

   _____
   Signature/Date

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

_____, (affix seal)
Notary Public

_____,
My Commission Expires

Certification Regarding Debarment, Suspension, and Other Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it, and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency;

   b. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in 1b. above, of this certification; and

   d. Have not, within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.

2. That if the prospective primary participant is unable to certify to any statements in this certification, such prospective primary participant shall attach an explanation to the proposal.

_____

Name & Title of Authorized Representative

_____ _____

Signature Date

EXHIBIT A

List of Providers

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

Adrienne M. Burke-Godwin
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
504 Maple Street, SW
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

EXHIBIT B
Rate Scale

Adrienne Burke-Godwin d/b/a Tiny Praying Hands, LCCH 2017 – 2018 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	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
2017 - 2018 School Year

Child Care Provider's Name: Adrienne Burke-Godwin
Tiny Praying Hands, LCCH
Mailing Address: 610 Martin Street (mailing)
712 Glass Street (physical)
Live Oak, Florida 32064
Phone: 386-965-6447 or 386-364-5487
Email: adrienneburke32@yahoo.com
Contact: **Adrienne M. Burke-Godwin**

Circle Current Month

AUGUST 2017	SEPTEMBER 2017	OCTOBER 2017
NOVEMBER 2017	DECEMBER 2017	
JANUARY 2018	FEBRUARY 2018	MARCH 2018
APRIL 2018	MAY 2018	JUNE 2018

	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 Board
ATTN: Michele Howard
702 2nd Street, 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 (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).

Suwannee County Public Schools
Rate and Service Contract
2017-2018

THIS RATE AND SERVICES PROVIDER AGREEMENT ("Contract") is made and entered into on July 1, 2017, between the Suwannee County School Board (hereinafter referred to as the "DISTRICT"), and

Tawanna Bryant
d/b/a Tender Touch Learning Center LLC
504 Maple Street, SW
Live Oak, Florida 32064
Phone - 386-208-2273

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 1, 2017, by both parties and shall remain in force until June 30, 2018.

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, 702 2nd Street, 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
504 Maple Street, SW
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.

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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.

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To DISTRICT:
Superintendent of Schools
Suwannee County School Board
702 2nd Street, NW
Live Oak, FL 32064

With a Copy to:
Michele Howard
TAPP Coordinator
Suwannee County School Board
702 2nd Street, NW
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
504 Maple Street, SW
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.

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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

_____
Jerry Taylor, Board Chairman

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"

PROVIDER

_____
Tawanna Bryant
d/b/a Tender Touch Learning Center LLC
504 Maple Street, SW
Live Oak, Florida 32064
Phone - 386-208-2273

Date: _____

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

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

STATE OF_____

COUNTY OF_____

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

1. The business address of_____(Contractor) is_____.

2. My relationship to _____(Contractor) is _____(relationship such as sole proprietor, partner, president, vice president).

3. I understand a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

5. I understand "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public-entity crime, or a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Contractor nor any affiliate of the Contractor has been convicted of a public entity crime subsequent to July 1, 1992.

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

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

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

   _____
   Signature/Date

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

_____, (affix seal)
Notary Public

_____,
My Commission Expires

Certification Regarding Debarment, Suspension, and Other Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it, and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency;

   b. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in 1b. above, of this certification; and

   d. Have not, within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.

2. That if the prospective primary participant is unable to certify to any statements in this certification, such prospective primary participant shall attach an explanation to the proposal.

_____

Name & Title of Authorized Representative

_____ _____

Signature Date

EXHIBIT A

List of Providers

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

Adrienne M. Burke
d/b/a Tiny Praying Hands, LCCH
610 Martin Street (mailing)
712 Glass Street (physical)
Live Oak, Florida 32064
adrienneeburke32@yahoo.com
Phone - 386-965-6447 or 386-364-5487

Tawanna Bryant
d/b/a Tender Touch Learning Center, LLC
504 Maple Street, SW
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

EXHIBIT B
Rate Scale

Tawanna Bryant d/b/a Tender Touch Learning Center, LLC 2017 – 2018 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
2017 - 2018 School Year

Child Care Provider's Name: **Tender Touch Learning Center, LLC**	**Circle Current Month**
Mailing Address: 504 Maple Street Live Oak, Florida 32064	**AUGUST 2017 SEPTEMBER 2017 OCTOBER 2017** **NOVEMBER 2017 DECEMBER 2017**
Phone: 386-208-2273	**JANUARY 2018 FEBRUARY 2018 MARCH 2018**
Contact: **Tawanna Bryant**	**APRIL 2018 MAY 2018 JUNE 2018**

	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 Board
ATTN: Michele Howard
702 2nd Street, 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 (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).

Suwannee County Public Schools
Rate and Service Contract
2017-2018

THIS RATE AND SERVICES PROVIDER AGREEMENT ("Contract") is made and entered into on July 1, 2017, between the Suwannee County School Board (hereinafter referred to as the "DISTRICT"), and

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

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 1, 2017, by both parties and shall remain in force until June 30, 2018.

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, 702 2nd Street, 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:
Bright Stars Academy, Inc.
8325 County Road 136 (mailing address)
12715 County Road 136 (physical address)
Live Oak, Florida 32060
Phone - 386-362-3600

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 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:
Superintendent of Schools
Suwannee County School Board
702 2nd Street, NW
Live Oak, FL 32064

With a Copy to:
Michele Howard
TAPP Coordinator
Suwannee County School Board
702 2nd Street, NW
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:
Bright Stars Academy, Inc.
8325 County Road 136 (mailing address)
12715 County Road 136 (physical address)
Live Oak, Florida 32060
Phone - 386-362-3600

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

_____
Jerry Taylor, Board Chairman

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"

PROVIDER

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

Date: _____

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

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

STATE OF_____

COUNTY OF_____

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

1. The business address of_____(Contractor) is_____.

2. My relationship to _____(Contractor) is _____(relationship such as sole proprietor, partner, president, vice president).

3. I understand a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

5. I understand "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public-entity crime, or a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Contractor nor any affiliate of the Contractor has been convicted of a public entity crime subsequent to July 1, 1992.

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

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

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

   _____
   Signature/Date

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

_____, (affix seal)
Notary Public

_____,
My Commission Expires

Certification Regarding Debarment, Suspension, and Other Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it, and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency;

   b. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in 1b. above, of this certification; and

   d. Have not, within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.

2. That if the prospective primary participant is unable to certify to any statements in this certification, such prospective primary participant shall attach an explanation to the proposal.

_____

Name & Title of Authorized Representative

_____ _____

Signature Date

EXHIBIT A

List of Providers

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

Adrienne M. Burke
d/b/a Tiny Praying Hands, LCCH
610 Martin Street (mailing)
712 Glass Street (physical)
Live Oak, Florida 32064
adrienneeburke32@yahoo.com
Phone - 386-965-6447 or 386-364-5487

Tawanna Bryant
d/b/a Tender Touch Learning Center, LLC
504 Maple Street, SW
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

EXHIBIT B
Rate Scale

Bright Stars Academy, Inc. 2017 – 2018 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	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
2017 - 2018 School Year

Child Care Provider's Name: **Bright Stars Academy, Inc.**	**Circle Current Month**
Mailing Address: 8325 County Road 136 (mailing address) 12715 County Road 136 (physical address) Live Oak, Florida 32060	**AUGUST 2017** **SEPTEMBER 2017** **OCTOBER 2017** **NOVEMBER 2017** **DECEMBER 2017** **JANUARY 2018** **FEBRUARY 2018** **MARCH 2018** **APRIL 2018** **MAY 2018** **JUNE 2018**
Phone: 386-362-3600	
Contact: **Sherry B. Peppers**	

	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 Board
ATTN: Michele Howard
702 2nd Street, Live Oak, Florida 32064
386-647-4636- ofc. 386-208-8687- FAX
michele.howard@suwannee.k12.fl.us

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 _____

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 (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).

Suwannee County Public Schools
Rate and Service Contract
2017-2018

THIS RATE AND SERVICES PROVIDER AGREEMENT ("Contract") is made and entered into on July 1, 2017, between the Suwannee County School Board (hereinafter referred to as the "DISTRICT"), and

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

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 1, 2017, by both parties and shall remain in force until June 30, 2018.

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, 702 2nd Street, 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:
Renata Beasley
d/b/a Renata Beasley Large Family Childcare Home
1707 Ruby Street
Live Oak, Florida 32064
Phone - 386-205-0959

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 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:
Superintendent of Schools
Suwannee County School Board
702 2nd Street, NW
Live Oak, FL 32064

With a Copy to:
Michele Howard
TAPP Coordinator
Suwannee County School Board
702 2nd Street, NW
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:
Renata Beasley
d/b/a Renata Beasley Large Family Childcare Home
1707 Ruby Street
Live Oak, Florida 32064
Phone - 386-205-0959

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

_____
Jerry Taylor, Board Chairman

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"

PROVIDER

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

Date: _____

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

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

STATE OF_____

COUNTY OF_____

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

1. The business address of_____(Contractor) is_____.

2. My relationship to _____(Contractor) is _____(relationship such as sole proprietor, partner, president, vice president).

3. I understand a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

5. I understand "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public-entity crime, or a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Contractor nor any affiliate of the Contractor has been convicted of a public entity crime subsequent to July 1, 1992.

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

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

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

   _____
   Signature/Date

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

_____, (affix seal)
Notary Public

_____,
My Commission Expires

Certification Regarding Debarment, Suspension, and Other Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it, and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency;

   b. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in 1b. above, of this certification; and

   d. Have not, within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.

2. That if the prospective primary participant is unable to certify to any statements in this certification, such prospective primary participant shall attach an explanation to the proposal.

_____

Name & Title of Authorized Representative

_____ _____

Signature Date

EXHIBIT A

List of Providers

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

Adrienne M. Burke
d/b/a Tiny Praying Hands, LCCH
610 Martin Street (mailing)
712 Glass Street (physical)
Live Oak, Florida 32064
adrienneeburke32@yahoo.com
Phone - 386-965-6447 or 386-364-5487

Tawanna Bryant
d/b/a Tender Touch Learning Center, LLC
504 Maple Street, SW
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

EXHIBIT B
Rate Scale

Renata Beasley d/b/a Renata Beasley Large Family Child Care Home 2017 – 2018 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	24.00	100.00	20.00	100.00	20.00	100.00	20.00	100.00	20.00

EXHIBIT C

SUWANNEE COUNTY SCHOOLS
Teenage Parent Child Care Program
2017 – 2018 School Year

Child Care Provider's Name: ***Renata Beasley Large Family Child Care Home***	**Circle Current Month**
Mailing Address: 1707 Ruby Street Live Oak, Florida 32064	AUGUST 2017 SEPTEMBER 2017 OCTOBER 2017 NOVEMBER 2017 DECEMBER 2017
Phone: 386-205-0959	JANUARY 2018 FEBRUARY 2018 MARCH 2018
Contact: **Renata Beasley**	APRIL 2018 MAY 2018 JUNE 2018

	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 Board
ATTN: Michele Howard
702 2nd Street, Live Oak, Florida 32064
386-647-4636- ofc. 386-208-8687- FAX
michele.howard@suwannee.k12.fl.us

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 _____

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 (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and **Resolutions in Special Education, Inc.** ("Contractor").

WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

A. SERVICES: SCSB hereby engages Contractor to provide educational consulting services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

(i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.

(ii) Contractor and staff shall not be required to perform services in any order or sequence

specified by SCSB.

(iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.

(iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.

(v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.

(vi) The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.

C. DOCUMENTATION: Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;

B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.

C. Contractor shall perform the services required hereunder in accordance with:

(i) all applicable federal, state, and local laws, rules, and regulations;

(ii) all applicable policies of: SCSB;

(iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;

D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and

E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and

F. All Contractor staff shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on July 1, 2017 and ending June 30, 2018, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit A attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph l(C) of this Agreement.

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, reasonably requested by SCSB, and SCSB shall pay each invoice within **thirty (30) days** after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice; provided, however, that SCSB shall give notice to Contractor that such invoice is deemed improper, and Contractor shall be given:
(a) details as to why it is considered improper,
(b) instruction as to how Contractor can correct such invoice to make it proper, and
(c) the opportunity to submit a corrected invoice to be paid for services performed.

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act to the extent applicable to Contractor. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any

employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies. **Level II Background Check** – Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the Suwannee County School Board.

9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Contractor shall make such documents and records available to SCSB upon reasonable notice from SCSB and such audit and all costs pertaining thereto including, but not limited to, photocopies, travel, shipping, shall be at SCSB's cost.

A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.

B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

C. That completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.

D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.

E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

Contractor shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or relating to bodily injury to or death of any person or loss of or damage to real or tangible personal property or the environment to the extent that such third party claim, suit, damage, or expense was proximately caused by any negligent act or omission on the part of Contractor, its agents or employees.

11. DEBARMENT & SUSPENSION

Suwannee County School Board certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. TERMINATION

A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.

B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:

(i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or

(ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its

students;

(iii) breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof.

D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs 1(B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the prevailing party shall be entitled to its attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, each party shall split equally the fees, costs and expenses of the mediator.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when actually received in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida
c/o Ted L. Roush, Superintendent
702 2nd Street, NW
Live Oak, FL 32064

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

Contractor: Resolutions in Special Education, Inc.
Julie J. Weatherly
6420 Tokeneak Trail
Mobile, Alabama 36695

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. CAPTIONS

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

20. ASSIGNMENT; BINDING EFFECT

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of SCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. RELEASE OF STUDENT RECORDS

By signature, Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

22. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT B which is incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 2017.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Jerry Taylor, Chairman Date

_____ _____
Ted L. Roush, Superintendent Date

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

CONTRACTOR

_____ _____
Witness Signature Julie J. Weatherly, Owner
Resolutions in Special Education, Inc.

_____ Date _____
Type or Print Name of Witness

Date _____

EXHIBIT A

SERVICES PROVIDED:

See attached proposal for the 2017-2018 school year regarding the specifics related to contract services and fees for ESE Program Consultations with RISE.

CONTRACTOR FEDERAL IDENTIFICATION NUMBER:

IRS Form W-9 on file.

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

IDEA Part B Grant

PROPOSAL TO THE SCHOOL BOARD OF SUWANNEE COUNTY FROM RESOLUTIONS IN SPECIAL EDUCATION, INC. FOR PROFESSIONAL AND TECHNICAL SERVICES FOR ESE PROGRAM CONSULTATIONS 2017-2018 SCHOOL YEAR

I. BACKGROUND INFORMATION

The Director of Student Services has identified the need to receive consultative services in the areas of:

Procedures, policies and forms to comply with IDEA law, implementing regulations found at 34 CFR Part 300 and State Board of Education Rules, as they are revised, re-interpreted and promulgated.

Compliance and parent literature, in order for the ESE Department to continue to be perceived as a family friendly structure providing excellent and timely support and information to families of students with disabilities (SWD).

II. PRODUCTS AND SERVICES

The Consultant, RISE, Inc., shall provide the following products and/or services according to the timelines specified herein:

1. Provide sample policies, procedures and forms to implement IDEA law, regulations, and State rules affecting programs for SWDs in Suwannee County. Timelines are ongoing and as they happen, based on effective dates of regulations and rules. Provide sample forms and procedures of a compliance nature that are warranted and/or requested based on IDEA, self-assessment, or State rules and Special Programs and Procedures (SP&P) Document. Be onsite on designated days as needed and requested for staff development and/or to meet with the Director of Student Services and staff to facilitate any revisions to the Admissions and Placement Manual for Suwannee County.

2. Provide sample parent newsletters, if needed, containing information about compliance issues and programs affecting SWDs on a quarterly basis, with Fall 2017, Winter 2017, Spring 2018 and Summer 2018 editions.

3. Throughout the term of this agreement, be available for ongoing telephone and email consultation with the Director of Student Services.

Services provided by RISE under this Contract are not considered legal services and will not include the provision of legal services. Rather, these services are considered consultative in nature only and the district must consult with its local school board attorney for legal advice. Should RISE be needed to provide actual legal services, such as representation in a legal proceeding (such as a due process hearing, mediation or resolution session), legal research related to a specific matter, etc., such services will be provided in conjunction with the local school board attorney and pursuant to a separate Agreement or Contract and in accordance with applicable rules and provisions of the Florida Bar and relevant laws.

III. DISTRICT RESPONSIBILITIES

1. Make all arrangements pertaining to technical review of products and coordinate in-house formative reviews of documents.

2. Designate Mrs. Elizabeth Simpson, Director of Student Services, to provide direction to the Consultant and approve all drafts and invoices for payment.

3. To provide onsite duplication, supplies, word processing and facilities as needed by the Consultant.

4. To provide the Consultant with requested documents and data and to conduct other such tasks as to facilitate product development.

IV. BUDGET

The term of this agreement commences upon proposal approval/issuance of a purchase order, and terminates June 30, 2018.

I. Consultation Fees Total-$8,500

Payments to be requested according to a mutually agreeable schedule.

Respectfully Submitted:

_____ _____

Julia J. Weatherly, President, Resolutions in Special Education, Inc. (RISE); FEIN 38-3736429 Date

_____ _____

Approved, Mrs. Elizabeth Simpson, Director Student Services Date

EXHIBIT B

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and **Independent Training for the Blind, Inc.** ("Contractor").

WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

A. SERVICES: SCSB hereby engages Contractor to provide educational consulting services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

(i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.

(ii) Contractor and staff shall not be required to perform services in any order or sequence

specified by SCSB.

(iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.

(iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.

(v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.

(vi) The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.

C. DOCUMENTATION: Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;

B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.

C. Contractor shall perform the services required hereunder in accordance with:

(i) all applicable federal, state, and local laws, rules, and regulations;

(ii) all applicable policies of: SCSB;

(iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;

D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and

E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and

F. All Contractor staff shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on July 1, 2017 and ending June 30, 2018, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit B attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph l(C) of this Agreement.

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, reasonably requested by SCSB, and SCSB shall pay each invoice within **thirty (30) days** after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice; provided, however, that SCSB shall give notice to Contractor that such invoice is deemed improper, and Contractor shall be given:
(a) details as to why it is considered improper,
(b) instruction as to how Contractor can correct such invoice to make it proper, and
(c) the opportunity to submit a corrected invoice to be paid for services performed.

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act to the extent applicable to Contractor. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any

employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies. **Level II Background Check** – Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the Suwannee County School Board.

9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Contractor shall make such documents and records available to SCSB upon reasonable notice from SCSB and such audit and all costs pertaining thereto including, but not limited to, photocopies, travel, shipping, shall be at SCSB's cost.

A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.

B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

C. That completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.

D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.

E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

Contractor shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or relating to bodily injury to or death of any person or loss of or damage to real or tangible personal property or the environment to the extent that such third party claim, suit, damage, or expense was proximately caused by any negligent act or omission on the part of Contractor, its agents or employees.

11. DEBARMENT & SUSPENSION

Suwannee County School Board certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. TERMINATION

A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.

B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:

(i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or

(ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its

students;

(iii) breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof.

D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs 1(B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the prevailing party shall be entitled to its attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, each party shall split equally the fees, costs and expenses of the mediator.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when actually received in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida
c/o Ted L. Roush, Superintendent
702 2nd Street, NW
Live Oak, FL 32064

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

Contractor: Independent Training for the Blind, Inc.
Elizabeth Wilson
2652 S. Hannon Hill Drive
Tallahassee, FL 32309

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. CAPTIONS

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

20. ASSIGNMENT; BINDING EFFECT

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of SCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. RELEASE OF STUDENT RECORDS

By signature, Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

22. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT C which is incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 2017.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Jerry Taylor, Chairman Date

_____ _____
Ted L. Roush, Superintendent Date

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

CONTRACTOR

_____ _____
Witness Signature Elizabeth Wilson, President
Independent Training for the Blind, Inc.

_____ Date _____
Type or Print Name of Witness

Date _____

EXHIBIT A

SERVICES PROVIDED:

1) Assure that services are in accordance with the IEP for each student.
2) Ensure that written evaluations and student records are the property of the SCSB.
3) Plan and prepare lessons and strategies, which support the students IEP as it relates to Orientation and Mobility.
4) Identify, select, and modify instructional materials to meet the needs of students.
5) Establish and maintain effective record keeping procedures (including but not limited to IEP), assuring access to records which are pertinent to this agreement.
6) Consults with diagnosticians, classroom teachers, students, and parents concerning appropriate evaluations, modifications as requested by the district.
7) Provide the district with monthly billing by the 15th of each month, for services rendered the preceding month. (Unless otherwise approved by Director of Student Services.)
8) Attached to the monthly billing will be individual logs for students with a breakdown of time allocated for planning, coordination of staff, instruction and travel clearly noted. All time billed will be signed by a SCSB employee at the point of service. Lesson plan activity notes will be provided for each face to face contact provided to the student.

Provide Instruction for:
Orientation and Mobility
Use of low vision devices
Listening skills
Concept development (especially for early childhood students)
Leisure and recreation skills
Social Skills
Self-advocacy

In the event that Contractor shall at any time be unable to provide the services under this contract, Independent Training for the Blind may employ a substitute to perform such services, another duly qualified person who will meet employment criteria of Suwannee County School Board. Independent Training for the Blind shall be responsible for compensation of individuals employed as substitutes.

CONTRACTOR FEDERAL IDENTIFICATION NUMBER: 61-1455495

INDIVIDUAL SOCIAL SECURITY NUMBER:

IRS Form W-9 on file.

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

General Fund (9061) Vision Teacher – Professional & Technical Services

EXHIBIT B

FEE SCHEDULE

The Suwannee County School Board shall pay $60.00 per hour for services. Services shall include instruction, planning, and travel. This will be paid monthly upon receipt of billing. Services billed shall not exceed 10 hours per week. All hours billed will be documented by student name, activity as related to instruction, travel, and planning. All billed hours will be signed at the point of service by a SCSB employee.

EXHIBIT C

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and **AMH Counseling PL** ("Contractor").

WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

A. SERVICES: SCSB hereby engages Contractor to provide educational consulting services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

(i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.

(ii) Contractor and staff shall not be required to perform services in any order or sequence specified by SCSB.

(iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.

(iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.

(v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.

(vi) The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.

C. DOCUMENTATION: Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;

B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.

C. Contractor shall perform the services required hereunder in accordance with:

(i) all applicable federal, state, and local laws, rules, and regulations;

(ii) all applicable policies of: SCSB;

(iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;

D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and

E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and

F. All Contractor staff shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on July 1, 2017 and ending June 30, 2018, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit A attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph l(C) of this Agreement.

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, requested by SCSB, and SCSB shall pay each invoice within **thirty (30) days** after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice.

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes

fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies.

Level II Background Check – Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be canceled immediately at the instructions of the Suwannee County School Board.

9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Contractor in order:

A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.

B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

C. That completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.

D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.

E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

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

11. DEBARMENT & SUSPENSION

Suwannee County School Board certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. TERMINATION

A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.

B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen
(15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:

(i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or

(ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and

welfare of SCSB or its students;

(iii) breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof;

D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs l(B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the SUWANNEE COUNTY SCHOOL BOARD for the SUWANNEE COUNTY SCHOOL BOARD'S attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, the other contracting entity or person shall pay the fees, costs and expenses of the mediator.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida
c/o Ted L. Roush, Superintendent
702 2nd Street, NW
Live Oak, FL 32064

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

Contractor: AMH Counseling PL
Andrew Harrell
P.O. Box 535
Live Oak, FL 32064

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. CAPTIONS

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

20. ASSIGNMENT; BINDING EFFECT

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of SCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. RELEASE OF STUDENT RECORDS

By signature, Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

22. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT B which is incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 2017.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Jerry Taylor, Chairman Date

_____ _____
Ted L. Roush, Superintendent of Schools Date

"Approved as to Form and Sufficiency

(SEAL) BY_____

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

CONTRACTOR

_____ _____
Witness Signature AMH Counseling PL
Andrew Harrell

_____ _____
Type or Print Name of Witness Date

Date _____

EXHIBIT A

SERVICES PROVIDED:

- Therapy – individual and group counseling
- Behavior modification and behavior intervention plan development
- Behavior Analysis

CONTRACTOR FEDERAL IDENTIFICATION NUMBER:

W-9 on file.

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

IDEA Part B Grant

Compensation will be provided at the rate of $45.00 an hour for the above mentioned services. This agreement shall not exceed the $15,000 threshold for services provided during the 2017-2018 academic year.

EXHIBIT B

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and **Palmer Physical Therapy, LLC** ("Contractor").

WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

A. SERVICES: SCSB hereby engages Contractor to provide educational consulting services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

(i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.

(ii) Contractor and staff shall not be required to perform services in any order or sequence

specified by SCSB.

(iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.

(iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.

(v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.

(vi) The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.

C. DOCUMENTATION: Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;

B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.

C. Contractor shall perform the services required hereunder in accordance with:

(i) all applicable federal, state, and local laws, rules, and regulations;

(ii) all applicable policies of: SCSB;

(iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;

D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and

E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and

F. All Contractor staff shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on July 1, 2017 and ending June 30, 2018, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit A attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph l(C) of this Agreement.

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, reasonably requested by SCSB, and SCSB shall pay each invoice within **thirty (30) days** after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice; provided, however, that SCSB shall give notice to Contractor that such invoice is deemed improper, and Contractor shall be given:
(a) details as to why it is considered improper,
(b) instruction as to how Contractor can correct such invoice to make it proper, and
(c) the opportunity to submit a corrected invoice to be paid for services performed..

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act to the extent applicable to Contractor. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any

employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies. **Level II Background Check** – Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the Suwannee County School Board.

9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Contractor shall make such documents and records available to SCSB upon reasonable notice from SCSB and such audit and all costs pertaining thereto including, but not limited to, photocopies, travel, shipping, shall be at SCSB's cost.

A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.

B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

C. That completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.

D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.

E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

Contractor shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or relating to bodily injury to or death of any person or loss of or damage to real or tangible personal property or the environment to the extent that such third party claim, suit, damage, or expense was proximately caused by any negligent act or omission on the part of Contractor, its agents or employees.

11. DEBARMENT & SUSPENSION

Suwannee County School Board certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. TERMINATION

A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.

B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:

(i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or

(ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its

students;

(iii) breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof.

D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs 1(B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the prevailing party shall be entitled to its attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, each party shall split equally the fees, costs and expenses of the mediator.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when actually received in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida
c/o Ted L. Roush, Superintendent
702 2nd Street, NW
Live Oak, FL 32064

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

Contractor: Palmer Physical Therapy, LLC
13975 CR 136
Live Oak, FL 32060

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. CAPTIONS

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

20. ASSIGNMENT; BINDING EFFECT

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of SCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. RELEASE OF STUDENT RECORDS

By signature, Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

22. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT B which is incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 2017.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Jerry Taylor, Chairman Date

_____ _____
Ted L. Roush, Superintendent Date

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

CONTRACTOR

_____ _____
Witness Signature John C. Palmer
Palmer Physical Therapy, LLC

_____ Date _____
Type or Print Name of Witness

EXHIBIT A

SERVICES PROVIDED:

- Provide students of Suwannee County Schools with physical therapy services per IEP's by a qualified physical therapist or physical therapist assistant under the supervision of the physical therapist
- Screening and evaluation regarding the need for educationally relevant physical therapy
- Consultation and treatment as deemed appropriate
- In-service training as needed
- Attendance at Exceptional Student Education staffing and IEP meetings

CONTRACTOR FEDERAL IDENTIFICATION NUMBER:

Federal Employer Identification Number 46-2579525. W-9 on file.

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

IDEA Part B Grant

The School Board will pay the Therapist for the services provided in an amount of $58 per hour for physical therapy evaluations, physical therapy treatments, attendance at IEP meetings, time for ESE related documentation, and planning.

EXHIBIT B

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and **ED-TRAKK, Inc.** ("Contractor").

WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

A. SERVICES: SCSB hereby engages Contractor to provide educational consulting services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

(i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.

(ii) Contractor and staff shall not be required to perform services in any order or sequence

specified by SCSB.

(iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.

(iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.

(v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.

(vi) The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.

C. DOCUMENTATION: Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;

B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.

C. Contractor shall perform the services required hereunder in accordance with:

(i) all applicable federal, state, and local laws, rules, and regulations;

(ii) all applicable policies of: SCSB;

(iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;

D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and

E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and

F. All Contractor staff shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on July 1, 2017 and ending June 30, 2018, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit A attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph 1(C) of this Agreement.

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, reasonably requested by SCSB, and SCSB shall pay each invoice within **thirty (30) days** after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice; provided, however, that SCSB shall give notice to Contractor that such invoice is deemed improper, and Contractor shall be given:
(a) details as to why it is considered improper,
(b) instruction as to how Contractor can correct such invoice to make it proper, and
(c) the opportunity to submit a corrected invoice to be paid for services performed.".

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act to the extent applicable to Contractor. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct

contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies. **Level II Background Check** – Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the Suwannee County School Board.

9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Contractor shall make such documents and records available to SCSB upon reasonable notice from SCSB and such audit and all costs pertaining thereto including, but not limited to, photocopies, travel, shipping, shall be at SCSB's cost."

A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.

B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

C. That completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.

D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.

E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

Contractor shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or relating to bodily injury to or death of any person or loss of or damage to real or tangible personal property or the environment to the extent that such third party claim, suit, damage, or expense was proximately caused by any negligent act or omission on the part of Contractor, its agents or employees."

11. DEBARMENT & SUSPENSION

Suwannee County School Board certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. TERMINATION

A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.

B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:

(i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or

(ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its students;

(iii) breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof.

D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs l(B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the prevailing party shall be entitled to its attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, each party shall split equally the fees, costs and expenses of the mediator."

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when actually received in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida
c/o Ted L. Roush, Superintendent
702 2nd Street, NW
Live Oak, FL 32064

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

Contractor: ED-TRAKK, Inc.
Debbie Jackson
88 Green Forest Drive
Ormond Beach, FL 32174

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. CAPTIONS

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

20. ASSIGNMENT; BINDING EFFECT

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of SCSB, and any

assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. RELEASE OF STUDENT RECORDS

By signature, Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

22. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT B, which is incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 2017.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Jerry Taylor, Chairman Date

_____ _____
Ted L. Roush, Superintendent of Schools Date

(SEAL)

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

CONTRACTOR

_____ _____
Witness Signature Debbie Jackson, Owner
ED-TRAKK, Inc.

_____ Date _____
Type or Print Name of Witness

Date _____

EXHIBIT A

SERVICES PROVIDED:

Classroom behavioral coaching as requested by the Student Services Director. The number of days is to be determined by mutual consent. The goal of behavioral coaching is to build the capacity of school staff such that students with disabilities can be served successfully in the least restrictive environment.

The fee is $2,200 for a full day and $1,200 for a half day, including all personal expenses. Jackson agrees to carry professional liability insurance and to have level 2 security, as defined by the State of Florida.

CONTRACTOR FEDERAL IDENTIFICATION NUMBER:

IRS Form W-9 on file.

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

Funding for behavioral coaching will be provided from the 2017-2018 IDEA Grant.

EXHIBIT B

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).

RIVEROAK
TECHNICAL COLLEGE

415 SW Pinewood Drive | Live Oak, Florida 32064 | P 386-647-4200 | F 386-364-4698

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools TR/BB

FROM: Mary Keen, Principal, RIVEROAK Technical College

THRU: Vickie DePratter, Chief Financial Officer
Dr. Bill Brothers, Assistant Superintendent of Administration

DATE: May 11, 2017

RE: Agenda Items for May 23, 2017, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following contracts/agreements:
RENEWALS

#2018-12 Natomi Hospitals of Florida, Inc. d/b/a Lake City Medical Center – Medical Secretary Program
#2018-13 ACV Health Services, LLC, Dowling Park, Florida – Medical Secretary Program
#2018-14 Dr. Anjana Rana, MD and Dr. Brij Rana, MD d/b/a/ Anjana Rana Office, Jasper, FL – Medical Secretary Program
#2018-15 Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center – Practical Nursing Program
#2018-16 Doctor's Memorial Hospital Inc., Perry, FL – Practical Nurse Education Program
#2018-17 ACV Health Services, LLC, Dowling Park, Florida – Practical Nurse Education Program

#2018-18 Dr. Anjana Rana, MD & Dr. Brij Rana, MD, Jasper, Florida – Patient Care Technician Program and Practical Nurse Education Program
#2018-19 Andres R. Villar, MD, PA d/b/a Children's Medical Center, Branford, Lake City, and Live Oak, Florida – Patient Care Technician Program and Practical Nurse Education Program
#2018-20 NF Suwannee, LLC d/b/a, Suwannee Health Care Center, Live Oak, Florida – Patient Care Technician Program and Practical Nurse Education Program
#2018-21 EMORY MEDICAL CORPORATION d/b/a Women's Center of Florida – Patient Care Technician Program and Practical Nurse Education Program
#2018-22 Hamilton Health Enterprises, Inc., d/b/a Suwannee Valley Nursing Center, Jasper, Florida – Patient Care Technician Program and Practical Nurse Education Program
#2018-23 ACV Health Services, LLC, Dowling Park, Florida – Patient Care Technician Program
#2018-24 Madison County Memorial Hospital – Phlebotomy Program
#2018-25 Notami Hospitals of Florida, Inc. d/b/a Lake Center Medical Center – Surgical Technology Program
#2018-26 AMERE d/b/a Lake City Surgery Center, LLC, Lake City, FL – Surgical Technology Program
#2018-27 Doctor's Memorial Hospital, Inc., Perry, FL – Surgical Technology Program
#2018-28 Cheek & Scott Drugs, Inc., – Pharmacy Technology Program
#2018-29 Walgreen Company, Lake City, Florida – Pharmacy Technology Program
#2018-30 Walgreen Company – Pharmacy Technology Program
#2018-31 North Florida Pharmacy of Branford – Pharmacy Technology Program
#2018-32 North Florida Pharmacy of Mayo – Pharmacy Technology Program
#2018-33 North Florida Pharmacy, Inc. – Pharmacy Technology Program
#2018-34 North Florida Pharmacy #2 (West) – Pharmacy Technology Program
#2018-35 Advent Christian Village, Inc. – Pharmacy Technology Program
#2018-36 Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center – Pharmacy Technology Program
#2018-37 Baya Pharmacy – Pharmacy Technology Program
#2018-38 Baya Pharmacy, Baya Drive – Pharmacy Technology Program
#2018-39 Genoa, a QoL Healthcare Company, LLC – Pharmacy Technology Program

BACKGROUND:

The above listed agreements will provide clinical observations and training sites for students enrolled in the programs at RIVEROAK Technical College.

SCHOOL AFFILIATION AGREEMENT

This Agreement begins on July 1, 2017, by and between Suwannee County School Board and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital").

WITNESSETH:

WHEREAS, Suwannee County School Board through the RIVEROAK Technical College ("School") offers to enrolled students a Certificate Degree/Program in the field of **Medical Secretary**; and

WHEREAS, Hospital manages a comprehensive acute care medical-surgical facility; and

WHEREAS, School desires to provide to its students a clinical learning experience through the application of knowledge and clinical skills in actual patient-centered situations in a health care facility; and

WHEREAS, Hospital has agreed to make its facility available to School for such purposes.

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

1. Responsibilities of School.

   (a) Clinical Program: School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

   (i) orientation of students to the clinical experience at Hospital;

   (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;

   (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;

   (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;

   (v) supervision of students and their performance at Hospital;

   (vi) participation, with the students, in Hospital's Quality Assurance and related programs;

   (vii) performance of such other duties as may from time to time be agreed to between School and Hospital.

   (viii) School shall provide adequate documentation attesting to competency of each instructor.

All students, faculty, employees, agents and representatives of School participating in the Program at Hospital (the "Program Participants") shall be accountable to the Hospital's Department.

(b) Student Statements: School shall require each Program participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

(c) Insurance:

(i) School shall, at School's own expense, with a company acceptable to School and Hospital, carry and maintain occurrence type professional liability/malpractice insurance in amounts not less than $1,000,000 per occurrence and $3,000,000 in the aggregate. If occurrence type liability insurance is not available, School shall purchase claims-made type professional liability insurance covering the same amounts.

(ii) If School shall have purchased and carried claims made professional liability/malpractice insurance during the term of this Agreement pursuant to subparagraph (i) above, School shall purchase tail professional liability/malpractice insurance coverage covering for a period of three (3) years after such termination or cancellation, to the same extent and amount as the claims made coverage, the acts and omissions of School or Service personnel upon termination of its claims made policy or School otherwise ceases to be insured.

(iii) School shall at its own expense, carry, maintain and provide workers' compensation insurance, and unemployment insurance for any and all Service personnel assigned to Hospital.

(iv) For insurance required under clauses (i) and (ii) of this paragraph (c), Hospital shall be named as an additional insured. For all insurance required by this paragraph (c), School shall require that the insurance carrier notify Hospital at least thirty (30) days in advance of any cancellation or modification of such insurance policy. In each instance, the insurance carrier shall be reasonably acceptable to Hospital. Service shall provide to hospital, upon request, certificates of insurance evidencing the above coverage and renewals thereof.

(d) Health of Participants: School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation, in case of illness or injury while participating in the Program at Hospital. In no event shall hospital be financially or otherwise responsible for said medical care and treatment.

(e) Dress Code; Breaks: School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. All Program Participants shall remain on the Hospital premises for breaks, including meals. Program Participants shall pay for their own meals at Hospital.

(f) General Standards: All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform their duties and services hereunder in accordance with all relevant local, state and federal laws, and shall comply with the standards and guidelines of all applicable accrediting bodies and the Bylaws and rules and regulations of Hospital, and any rules and regulations of School as may be

in effect from time to time. Neither School nor any Program participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein. School shall assign to Hospital students who have completed sufficient classroom and other course work to allow students meaningful participation in a clinical experience and so that the students can participate in the Program without disruption to patient care or any other Hospital operations.

(g) School Status. School represents and warrants to Hospital that the School and its students providing services hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Hospital of any change in status of the representation and warranty set forth in this section. Any breach of this Section 1 shall give Hospital the right to immediately terminate this Agreement for cause.

(h) Background Checks. School represents that it will timely conduct (or will timely have conducted), at the School's expense, a background check on each and every student assigned to the Program and on each and every member of the staff/faculty who is responsible for supervision and/or instruction of said student(s) at the hospital. Said background check shall include, at a minimum, the following:

i. Social Securty number verification,
ii. Seven Year Nationwide Felony and Related Misdemeanor Criminal Record search,
iii. Two Standard Employment History References,
iv. HHS/OIG List of Excluded Individuals/Entities – GSA List of Parties Excluded from Federal Programs,
v. Education verification (Highest Degree Received),
vi. One Professional Licensure Verification - Professional Disciplinary Action Check, and
vii. Certification & Designation Check

A satisfactory report from the background check must be submitted to the Hospital prior to the student and/or faculty/staff member participating in the Program.

2. Responsibilities of Hospital.

(a) Hospital shall accept the students assigned to the Program by School and reasonably cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide reasonable opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations, as determined by Hospital in its sole discretion. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all time retain ultimate control of the Hospital and responsibility for patient care.

(b) Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants, and shall indemnify and hold harmless Hospital for any expense or claim incurred by Hospital as a result of Hospital's assistance hereunder.

3. Withdrawal of Program Participant.

Hospital may request School to withdraw or dismiss a student of other Program Participant from the Program at Hospital when his/her clinical performance is unsatisfactory to Hospital or his/her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. It is understood that only School can dismiss the Program Participant from the Program at Hospital.

4. Independent Contractor; No Other Beneficiaries.

The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits.

No student or other third person is entitled to, and shall not, receive any rights under this Agreement.

5. Confidentiality.

School and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and its operations and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital.

6. Indemnification.

School shall indemnify and hold harmless Hospital and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School or any of its faculty, students, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Hospital shall indemnify and hold harmless School and its representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the Hospital or any of its agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements.

7. Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT C which is incorporated by reference herein.

8. Records.

Any records that are generated as part of the students' participation in the Program at the Hospital as it relates to patient care shall be the property of Hospital. The School and its students agree to not remove any medical records from the Hospital.

The Hospital assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

9. Term; Termination.

(a) The initial term of this Agreement shall be one (1) year, commencing July 1, 2017. At the end of said initial term, unless otherwise terminated as provided herein, this Agreement may be renewed for one year successive terms upon mutual agreement of the parties.

(b) Except as otherwise provided herein, either party may terminate this Agreement at any time upon at least sixty (60) days written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion no to exceed twelve (12) months.

10. Entire Agreement.

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

11. Severability.

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

12. Captions.

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

13. No Waiver.

Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

14. Governing Law.

This Agreement shall be governed 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.

15. Assignment; Binding Effect.

The parties may not assign or transfer any of their rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

16. Notices.

All notices, requests, demands or other communications hereunder shall be in writing, delivered personally, by registered or certified mail, return receipt requested, or by overnight mail by a reputable overnight carrier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital:
Lake City Medical Center
340 NW Commerce Drive
Lake City, FL 32055
Attention: Chief Executive Officer

If to School Board:
Suwannee County School Board
702 2nd Street, NW
Live Oak, FL 32064
Attention: Ted L. Roush

With copy to School:
RIVEROAK Technical College
415 SW Pinewood Drive, SW
Live Oak, FL 32064
Attention: Mary Keen

With copy to:
Leonard J. Dietzen, III
Rumberger, Kirk and Caldwell, P.A.
101 North Monroe Street, Ste. 120
Tallahassee, FL 32301

or to such other persons or places as either party may from time to time designate by written notice to the other.

17. HIPAA Requirements.

To the extent required by law, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this

Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

The School shall direct its students to comply with the policies and procedures of Hospital, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the students' role in relation to the use and disclosure of Hospital's protected health information, the students are defined as members of the Hospital's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the students are not and shall not be considered to be employees of Hospital.

18. Civil Rights.

Each party agrees to comply with Title VI of the Civil Rights of 1964 and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services (45 C.F.R. Part 80, as amended from time to time) issues pursuant to that Title, to the end that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which federal funds are used in support of the respective party's activities.

19. Sovereign Immunity.

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove written.

ATTEST:

_____

SUWANNEE COUNTY SCHOOL BOARD:

By: _____
Print Name: Jerry Taylor
Title: Chairman
Date: _____

By: _____
Print Name: Ted L. Roush
Title: Superintendent
Date: _____

HOSPITAL:

Notami Hospitals of Florida Inc.
d/b/a Lake City Medical Center

By: _____
Print Name: _____
Title: Chief Executive Officer
Date: _____

"Approved as to Form and Sufficiency

BY_____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form or experience in evaluation and treatment of patients of Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital"), the undersigned, and his/her heirs, successors and/or assigns does hereby covenant and agree to be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by RIVEROAK Technical College School Program [Name of School/University/Institute/etc.] at Hospital unless such injury or loss arises out of Hospital's negligence or misconduct.

Dated this _____ day of _____, 20___.

_____
Program Participant

WITNESS:

_____

Print Name: _____

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal and state laws and regulations and the Agreement between RIVEROAK Technical College ("School") and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital") to keep confidential information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient, and further agrees not to reveal to any third party any confidential information of Hospital.

Dated this _____ day of _____, 20___.

_____

Program Participant

WITNESS:

_____

Print Name: _____

EXHIBIT C

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

ACV Health Services, LLC
Dowling Park, Florida

This Agreement begins on July 1, 2017, between the Suwannee County School Board (SCSB) and ACV Health Services, LLC, Dowling Park, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Medical Secretary program for qualified students preparing to be Medical Secretaries; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Medical Secretary students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 1, 2017 through June 30, 2018; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to provide proof of accident insurance.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Medical Secretary Program through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC

2. Students shall be selected for the program by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. Students will meet emplopyment conditions, including criminal background checks and drug testing.

6. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance

about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

7 To be responsible for the educational supervision of students in the program.

8. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.

9 Maintain individual records of classes, student activities, and competencies.

10. Maintain strict confidentiality regarding all patient-centered information.

11. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

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

VII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT A which is incorporated by reference herein.

VIII. GOVERNING LAW AND VENUE

1.1 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.

1.2 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.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD

Live Oak, Florida

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

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

ACV Health Center, LLC

Dowling Park, Florida

BY: _____ DATE: _____

TITLE: _____

Suwannee County School Board Approved on _____.

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

ANJANA RANA, MD
and BRIJ RANA, MD
d/b/a Anjana Rana Office
413 N.W. 5th AVENUE
JASPER, FLORIDA 32052

This Agreement is entered into on July 1, 2017, between the Suwannee County School Board (SCSB) and Dr. Anjana Rana, MD and Dr. Brij Rana, MD, d/b/a Anjana Rana Office, Jasper, FL (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Medical Secretary program for qualified students preparing to be Medical Secretaries; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Medical Secretary students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning July 1, 2017 through June 30, 2018; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to provide proof of accident insurance.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Medical Secretary Program through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC

2. Students shall be selected for the program by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. Students will meet emplopyment conditions, including criminal background checks and drug testing.

6. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

7 To be responsible for the educational supervision of students in the program.

8. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.

9 Maintain individual records of classes, student activities, and competencies.

10. Maintain strict confidentiality regarding all patient-centered information.

11. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

V. INDEMNIFICATION

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

VI. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

VII. GOVERNING LAW AND VENUE

1.1 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.

1.2 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.

VIII. PUBLIC RECORDS

1. For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT A which is incorporated by reference herein.

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD

Live Oak, Florida

BY: _____ DATE: _____

Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____

Jerry Taylor, Chairman
Suwannee County School Board

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

ANJANA RANA, MD
BRIJ RANA, MD
d/b/a Anjana Rana Office
413 N.W. 5th Avenue
Jasper, Florida 32052

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).

SCHOOL AFFILIATION AGREEMENT

This Agreement begins on July 1, 2017, by and between Suwannee County School Board and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital").

WITNESSETH:

WHEREAS, Suwannee County School Board through the RIVEROAK Technical College ("School") offers to enrolled students in a Certificate Degree/Program in the field of **Practical Nursing;** and

WHEREAS, Hospital manages a comprehensive acute care medical-surgical facility; and

WHEREAS, School desires to provide to its students a clinical learning experience through the application of knowledge and clinical skills in actual patient-centered situations in a health care facility; and

WHEREAS, Hospital has agreed to make its facility available to School for such purposes.

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

1. Responsibilities of School.

   (a) Clinical Program: School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

   (i) orientation of students to the clinical experience at Hospital;

   (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;

   (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;

   (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;

   (v) supervision of students and their performance at Hospital;

   (vi) participation, with the students, in Hospital's Quality Assurance and related programs;

   (vii) performance of such other duties as may from time to time be agreed to between School and Hospital.

   (viii) School shall provide adequate documentation attesting to competency of each instructor.

All students, faculty, employees, agents and representatives of School participating in the Program at Hospital (the "Program Participants") shall be accountable to the Hospital's Department.

(b) Student Statements: School shall require each Program participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

(c) Insurance:

(i) School shall, at School's own expense, with a company acceptable to School and Hospital, carry and maintain occurrence type professional liability/malpractice insurance in amounts not less than $1,000,000 per occurrence and $3,000,000 in the aggregate. If occurrence type liability insurance is not available, School shall purchase claims-made type professional liability insurance covering the same amounts.

(ii) If School shall have purchased and carried claims made professional liability/malpractice insurance during the term of this Agreement pursuant to subparagraph (i) above, School shall purchase tail professional liability/malpractice insurance coverage covering for a period of three (3) years after such termination or cancellation, to the same extent and amount as the claims made coverage, the acts and omissions of School or Service personnel upon termination of its claims made policy or School otherwise ceases to be insured.

(iii) School shall at its own expense, carry, maintain and provide workers' compensation insurance, and unemployment insurance for any and all Service personnel assigned to Hospital.

(iv) For insurance required under clauses (i) and (ii) of this paragraph (c), Hospital shall be named as an additional insured. For all insurance required by this paragraph (c), School shall require that the insurance carrier notify Hospital at least thirty (30) days in advance of any cancellation or modification of such insurance policy. In each instance, the insurance carrier shall be reasonably acceptable to Hospital. Service shall provide to hospital, upon request, certificates of insurance evidencing the above coverage and renewals thereof.

(d) Health of Participants: School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation, in case of illness or injury while participating in the Program at Hospital. In no event shall hospital be financially or otherwise responsible for said medical care and treatment.

(e) Dress Code; Breaks: School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. All Program Participants shall remain on the Hospital premises for breaks, including meals. Program Participants shall pay for their own meals at Hospital.

(f) General Standards: All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform their duties and services hereunder in accordance with all relevant local, state and federal laws, and shall comply with the standards and guidelines of all applicable accrediting bodies and the Bylaws and rules and regulations of Hospital, and any rules and regulations of School as may be

in effect from time to time. Neither School nor any Program participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein. School shall assign to Hospital students who have completed sufficient classroom and other course work to allow students meaningful participation in a clinical experience and so that the students can participate in the Program without disruption to patient care or any other Hospital operations.

(g) School Status. School represents and warrants to Hospital that the School and its students providing services hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Hospital of any change in status of the representation and warranty set forth in this section. Any breach of this Section 1 shall give Hospital the right to immediately terminate this Agreement for cause.

(h) Background Checks. School represents that it will timely conduct (or will timely have conducted), at the School's expense, a background check on each and every student assigned to the Program and on each and every member of the staff/faculty who is responsible for supervision and/or instruction of said student(s) at the hospital. Said background check shall include, at a minimum, the following:

i. Social Securty number verification,
ii. Seven Year Nationwide Felony and Related Misdemeanor Criminal Record search,
iii. Two Standard Employment History References,
iv. HHS/OIG List of Excluded Individuals/Entities – GSA List of Parties Excluded from Federal Programs,
v. Education verification (Highest Degree Received),
vi. One Professional Licensure Verification - Professional Disciplinary Action Check, and
vii. Certification & Designation Check

A satisfactory report from the background check must be submitted to the Hospital prior to the student and/or faculty/staff member participating in the Program.

2. Responsibilities of Hospital.

(a) Hospital shall accept the students assigned to the Program by School and reasonably cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide reasonable opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations, as determined by Hospital in its sole discretion. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all time retain ultimate control of the Hospital and responsibility for patient care.

(b) Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants, and shall indemnify and hold harmless Hospital for any expense or claim incurred by Hospital as a result of Hospital's assistance hereunder.

3. Withdrawal of Program Participant.

Hospital may request School to withdraw or dismiss a student of other Program Participant from the Program at Hospital when his/her clinical performance is unsatisfactory to Hospital or his/her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. It is understood that only School can dismiss the Program Participant from the Program at Hospital.

4. Independent Contractor; No Other Beneficiaries.

The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits.

No student or other third person is entitled to, and shall not, receive any rights under this Agreement.

5. Confidentiality.

School and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and its operations and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital.

6. Indemnification.

School shall indemnify and hold harmless Hospital and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School or any of its faculty, students, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Hospital shall indemnify and hold harmless School and its representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the Hospital or any of its agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements.

7. Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT C which is incorporated by reference herein.

8. Records.

Any records that are generated as part of the students' participation in the Program at the Hospital as it relates to patient care shall be the property of Hospital. School and its students agree to not remove any medical records form the Hospital.

The Hospital assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

9. Term; Termination.

(a) The initial term of this Agreement shall be one (1) year, commencing July 1, 2017. At the end of said initial term, unless otherwise terminated as provided herein, this Agreement may be renewed for one year successive terms upon mutual agreement of the parties.

(b) Except as otherwise provided herein, either party may terminate this Agreement at any time upon at least sixty (60) days written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion no to exceed twelve (12) months.

10. Entire Agreement.

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

11. Severability.

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

12. Captions.

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

13. No Waiver.

Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

14. Governing Law.

This Agreement shall be governed 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.

15. Assignment; Binding Effect.

The parties may not assign or transfer any of their rights, duties or obligation s under this Agreement in whole or in part, without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

16. Notices.

All notices, requests, demands or other communications hereunder shall be in writing, delivered personally, by registered or certified mail, return receipt requested, or by overnight mail by a reputable overnight carrier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital:
Lake City Medical Center
340 NW Commerce Drive
Lake City, FL 32055
Attention: Chief Executive Officer

If to School Board:
Suwannee County School Board
702 2nd Street, NW
Live Oak, FL 32064
Attention: Ted L. Roush

With copy to School:
RIVEROAK Technical College
415 SW Pinewood Drive, SW
Live Oak, FL 32064
Attention: Mary Keen

With copy to:
Leonard J. Dietzen, III
Rumberger, Kirk and Caldwell, P.A.
101 North Monroe Street, Suite 120
Tallahassee, FL 32301

or to such other persons or places as either party may from time to time designate by written notice to the other.

17. HIPAA Requirements.

To the extent required by law, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards

contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

The School shall direct its students to comply with the policies and procedures of Hospital, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the students' role in relation to the use and disclosure of Hospital's protected health information, the students are defined as members of the Hospital's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the students are not and shall not be considered to be employees of Hospital.

18. Civil Rights.

Each party agrees to comply with Title VI of the Civil Rights of 1964 and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services (45 C.F.R. Part 80, as amended from time to time) issues pursuant to that Title, to the end that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which federal funds are used in support of the respective party's activities.

19. Sovereign Immunity

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove written.

ATTEST:

_____

SCHOOL:

Suwannee County School Board

By: _____
Print Name: Jerry Taylor
Title: Chairman
Date: _____

By: _____
Print Name: Ted L. Roush
Title: Superintendent
Date: _____

HOSPITAL:

Notami Hospitals of Florida Inc.
d/b/a Lake City Medical Center

By: _____
Print Name: _____
Title: Chief Executive Officer
Date: _____

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form or experience in evaluation and treatment of patients of _ Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital"), the undersigned, and his/her heirs, successors and/or assigns does hereby covenant and agree to be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by ___RIVEROAK Technical College__ School Program [Name of School/University/Institute/etc.] at Hospital unless such injury or loss arises out of Hospital's negligence or misconduct.

Dated this _____ day of _____, 20___.

_____

Program Participant

WITNESS:

_____

Print Name: _____

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal and state laws and regulations and the Agreement between RIVEROAK Technical College ("School") and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital") to keep confidential information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient, and further agrees not to reveal to any third party any confidential information of Hospital.

Dated this _____ day of _____, 20___.

_____

Program Participant

WITNESS:

_____

Print Name: _____

EXHIBIT C

Public Records Law Requirements under Chapter 119.0701, Florida Statutes (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2017, between the Suwannee County School Board (SCSB) and Doctor's Memorial Hospital Inc., Perry, FL (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College, (RTC), operates a Practical Nurse Education Program for qualified students preparing to be Licensed Practical Nurses; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Practical Nurse Education students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of the Practical Nurse Education Program Director

1.1 The Program Director shall design and coordinate a clinical rotation program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less that six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Practical Nurse Education Program, its curriculum content, and the assignment, teaching, supervision and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Practical Nurse Education students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the Practical Nurse Education Program.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, cafeteria, conference rooms, dressing rooms and/or locker or closet spaces, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures established by Florida Board of Nursing and Florida Department of Education, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director of the Practical Nurse Education Program and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the Practical Nurse Education Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patents or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

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

Section 11. Governing Law and Venue

11.1 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.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they 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.

Section 12. Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT A which is incorporated by reference herein.

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
702 2nd Street, NW
Live Oak, Florida 32064

By:_____
Ted L. Roush
Superintendent of Schools

By:_____
Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency

BY_____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

Doctor's Memorial Hospital Inc.
333 N. Byron Butler Pkwy
Perry, Florida 32347

By:_____

By:_____

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

ACV HEALTH SERVICES, LLC
Dowling Park, Florida

This Agreement begins on July 1, 2017, between the Suwannee County School Board (SCSB) and ACV Health Services, LLC, Dowling Park, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Practical Nurse Education program for qualified students preparing to be Licensed Practical Nurses; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Practical Nurse Education students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 1, 2017 through June 30, 2018; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education program.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education program through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.

2. Students shall be selected for the programs by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.

6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

6. To be responsible for the educational supervision of students in the program.

7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.

8. Maintain individual records of classes, student activities, and competencies.

9. Maintain strict confidentiality regarding all patient-centered information.

10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

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

VII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT A which is incorporated by reference herein.

VIII. GOVERNING LAW AND VENUE

1.1 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.

1.2 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.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD

Live Oak, Florida

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

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

ACV HEALTH SERVICES, LLC

Dowling Park, Florida

BY: _____ DATE: _____

TITLE: _____

Suwannee County School Board Approved on _____.

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).

SCSB 2018-18 (RENEWAL)

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

ANJANA RANA, MD
and BRIJ RANA, MD
d/b/a Anjana Rana Office
Jasper, Florida

This Agreement is entered into on July 1, 2017, between the Suwannee County School Board (SCSB) and Dr. Anjana Rana, MD & Dr. Brij Rana, MD, d/b/a Anjana Rana Office, Jasper, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program and Practical Nurse Education program for qualified students preparing to be Patient Care Technicians and/or Practical Nurses; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician and Practical Nurse students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning July 1, 2017 through June 30, 2018; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education and Patient Care Technician programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education and Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC

2. Students shall be selected for the programs by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.

6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

6. To be responsible for the educational supervision of students in the program.

7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.

8. Maintain individual records of classes, student activities, and competencies.

9. Maintain strict confidentiality regarding all patient-centered information.

10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually

Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

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

VII. GOVERNING LAW AND VENUE

1.1 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.

1.2 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.

VIII. PUBLIC RECORDS

1. For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT A which is incorporated by reference herein.

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD

Live Oak, Florida

BY: _____ DATE: _____

Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____

Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency

BY_____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

ANJANA RANA, MD
BRIJ RANA, MD
d/b/a Anjana Rana Office
Jasper, Florida

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

ANDRES R. VILLAR, MD, PA
d/b/a CHILDREN'S MEDICAL CENTER
Branford, Lake City, and Live Oak, Florida

This Agreement begins on July 1, 2017, between the Suwannee County School Board (SCSB) and Andres R. Villar, MD, PA, d/b/a Children's Medical Center, Branford, Lake City, and Live Oak, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program and Practical Nurse Education program for qualified students preparing to be Patient Care Technicians and/or Practical Nurses; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician and Practical Nurse students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 1, 2017 through June 30, 2018; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education and Patient Care Technician programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education and Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.

2. Students shall be selected for the programs by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.

6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

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IV. HIPAA REQUIREMENTS

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The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

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For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT A which is incorporated by reference herein.

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1.1 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.

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The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD

Live Oak, Florida

BY: _____ DATE: _____

Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____

Jerry Taylor, Chairman
Suwannee County School Board

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

ANDRES R. VILLAR, MD, PA
d/b/a CHILDREN'S MEDICAL CENTER

Branford, Lake City and Live Oak, Florida

BY: _____ DATE: _____

TITLE: _____

Suwannee County School Board Approved on _____.

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

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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 (2016).

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

NF Suwannee, LLC d/b/a SUWANNEE HEALTH CARE CENTER
Live Oak, Florida

This Agreement begins on July 1, 2017, between the Suwannee County School Board (SCSB) and NF Suwannee, LLC, d/b/a, Suwannee Health Care Center, Live Oak, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician and Practical Nurse Education programs for qualified students preparing to be Licensed Patient Care Technicians and Practical Nurses; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technicians and Practical Nurse Education students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning July 1, 2017 through June 30, 2018; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Patient Care Technician and Practical Nurse Education programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Patient Care Technician and Practical Nurse Education programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.

2. Students shall be selected for the programs by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.

6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

6. To be responsible for the educational supervision of students in the program.

7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be made to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.

8. Maintain individual records of classes, student activities, and competencies.

9. Maintain strict confidentiality regarding all patient-centered information.

10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

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

VII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT A which is incorporated by reference herein.

VIII. GOVERNING LAW AND VENUE

1.1 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.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD

Live Oak, Florida

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

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

NF Suwannee, LLC d/b/a, SUWANNEE HEALTH CARE CENTER

Live Oak, Florida

BY: _____ DATE: _____

TITLE: _____

Mail notices to:
Craig E. Robinson, President
Gulf Coast Health Care, LLC
2 N. Palafax Street
Pensacola, FL 32502

Suwannee County School Board Approved on _____.

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

And

EMORY MEDICAL CORPORATION
d/b/a WOMEN'S CENTER OF FLORIDA
4812 Highway 90, Lake City, FL 32056

This Agreement is entered into on July 1, 2017, between the Suwannee County School Board (SCSB) and EMORY MEDICAL CORPORATION d/b/a Women's Center of Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program and Practical Nurse Education program for qualified students preparing to be Patient Care Technicians and/or Practical Nurses; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician and Practical Nurse students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning July 1, 2017 through June 30, 2018; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education and Patient Care Technician programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education and Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC

2. Students shall be selected for the programs by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.

6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

6. To be responsible for the educational supervision of students in the program.

7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.

8. Maintain individual records of classes, student activities, and competencies.

9. Maintain strict confidentiality regarding all patient-centered information.

10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

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

VII. GOVERNING LAW AND VENUE

1.1 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.

1.2 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.

VIII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT A which is incorporated by reference herein.

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD

Live Oak, Florida

BY: _____ DATE: _____

Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____

Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency

BY_____

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

EMORY MEDICAL CORPORATION
d/b/a WOMEN'S CENTER OF FLORIDA

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

HAMILTON HEALTH ENTERPRISES, INC.
d/b/a Suwannee Valley Nursing Center
Jasper, Florida

This Agreement begins on July 1 2017, between the Suwannee County School Board (SCSB) and Hamilton Health Enterprises, Inc., d/b/a Suwannee Valley Nursing Center, Jasper, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program and Practical Nurse Education program for qualified students preparing to be Patient Care Technicians and/or Practical Nurses; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician and Practical Nurse students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 1, 2017 through June 30, 2018; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Patient Care Technician program.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.

2. Students shall be selected for the programs by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.

6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

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6. To be responsible for the educational supervision of students in the program.

7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.

8. Maintain individual records of classes, student activities, and competencies.

9. Maintain strict confidentiality regarding all patient-centered information.

10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

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1.2 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.

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The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD

Live Oak, Florida

BY: _____ DATE: _____

Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____

Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency

BY_____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

HAMILTON HEALTH ENTERPRISES, INC.
d/b/a Suwannee Valley Nursing Center

Jasper, Florida

BY: _____ DATE: _____

TITLE: _____

Suwannee County School Board Approved on _____.

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), for additional record keeping requirements.

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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 (2016).

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

ACV Health Services, LLC
Dowling Park, Florida

This Agreement begins on July 1, 2017, between the Suwannee County School Board (SCSB) and ACV Health Services, LLC, Dowling Park, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program for qualified students preparing to be Patient Care Technicians; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 1, 2017 through June 30, 2018; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Patient Care Technician program.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.

2. Students shall be selected for the programs by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.

6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

6. To be responsible for the educational supervision of students in the program.

7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.

8. Maintain individual records of classes, student activities, and competencies.

9. Maintain strict confidentiality regarding all patient-centered information.

10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

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

VII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT A which is incorporated by reference herein.

VIII. GOVERNING LAW AND VENUE

1.1 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.

1.2 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.

IX

RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD

Live Oak, Florida

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

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

ACV Health Services, LLC

Dowling Park, Florida

BY: _____ DATE: _____

TITLE: _____

Suwannee County School Board Approved on _____.

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

Madison County Memorial Hospital

This Agreement begins on July 1, 2017, between the Suwannee County School Board (SCSB) and Madison County Memorial Hospital (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Phlebotomy Program for qualified students preparing to be Licensed Phlebotomist; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Phlebotomy students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 1, 2017 through June 30, 2018; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education program.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Phlebotomy Program through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.

2. Students shall be selected for the programs by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.

6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

6. To be responsible for the educational supervision of students in the program.

7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.

8. Maintain individual records of classes, student activities, and competencies.

9. Maintain strict confidentiality regarding all patient-centered information.

10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

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

2. Each party agrees to hold each other harmless. Each party agrees, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof.

VII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT A which is incorporated by reference herein.

VIII. GOVERNING LAW AND VENUE

1.1 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.

1.2 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.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD

Live Oak, Florida

BY: _____ DATE: _____

Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____

Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency

BY_____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

Madison County Memorial Hospital
224 NW Crane Avenue
Madison, FL 32340

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).

SCHOOL AFFILIATION AGREEMENT

This Agreement is made and entered into as of July 1, 2017, by and between Suwannee County School Board and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital").

WITNESSETH:

WHEREAS, Suwannee County School Board through the RIVEROAK Technical College ("School") offers to enrolled students a Certificate Degree/Program in the field of Surgical Technology; and

WHEREAS, Hospital manages a comprehensive acute care medical-surgical facility; and

WHEREAS, School desires to provide to its students a clinical learning experience through the application of knowledge and clinical skills in actual patient-centered situations in a health care facility; and

WHEREAS, Hospital has agreed to make its facility available to School for such purposes.

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

1. Responsibilities of School.

   (a) Clinical Program: School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

   (i) orientation of students to the clinical experience at Hospital;

   (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;

   (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;

   (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;

   (v) supervision of students and their performance at Hospital;

   (vi) participation, with the students, in Hospital's Quality Assurance and related programs;

   (vii) performance of such other duties as may from time to time be agreed to between School and Hospital.

   (viii) School shall provide adequate documentation attesting to competency of each instructor.

All students, faculty, employees, agents and representatives of School participating in the Program at Hospital (the "Program Participants") shall be accountable to the Hospital's Department.

(b) Student Statements: School shall require each Program participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

(c) Insurance:

(i) School shall, at School's own expense, with a company acceptable to School and Hospital, carry and maintain occurrence type professional liability/malpractice insurance in amounts not less than $1,000,000 per occurrence and $3,000,000 in the aggregate. If occurrence type liability insurance is not available, School shall purchase claims-made type professional liability insurance covering the same amounts.

(ii) If School shall have purchased and carried claims made professional liability/malpractice insurance during the term of this Agreement pursuant to subparagraph (i) above, School shall purchase tail professional liability/malpractice insurance coverage covering for a period of three (3) years after such termination or cancellation, to the same extent and amount as the claims made coverage, the acts and omissions of School or Service personnel upon termination of its claims made policy or School otherwise ceases to be insured.

(iii) School shall at its own expense, carry, maintain and provide workers' compensation insurance, and unemployment insurance for any and all Service personnel assigned to Hospital.

(iv) For insurance required under clauses (i) and (ii) of this paragraph (c), Hospital shall be named as an additional insured. For all insurance required by this paragraph (c), School shall require that the insurance carrier notify Hospital at least thirty (30) days in advance of any cancellation or modification of such insurance policy. In each instance, the insurance carrier shall be reasonably acceptable to Hospital. Service shall provide to hospital, upon request, certificates of insurance evidencing the above coverage and renewals thereof.

(d) Health of Participants: School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation, in case of illness or injury while participating in the Program at Hospital. In no event shall hospital be financially or otherwise responsible for said medical care and treatment.

(e) Dress Code; Breaks: School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. All Program Participants shall remain on the Hospital premises for breaks, including meals. Program Participants shall pay for their own meals at Hospital.

(f) General Standards: All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform their duties and services hereunder in accordance with all relevant local, state and federal laws, and shall comply with the standards and guidelines of all applicable accrediting bodies and the Bylaws and rules and regulations of Hospital, and any rules and regulations of School as may be

in effect from time to time. Neither School nor any Program participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein. School shall assign to Hospital students who have completed sufficient classroom and other course work to allow students meaningful participation in a clinical experience and so that the students can participate in the Program without disruption to patient care or any other Hospital operations.

(g) School Status. School represents and warrants to Hospital that the School and its students providing services hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Hospital of any change in status of the representation and warranty set forth in this section. Any breach of this Section 1 shall give Hospital the right to immediately terminate this Agreement for cause.

(h) Background Checks. School represents that it will timely conduct (or will timely have conducted), at the School's expense, a background check on each and every student assigned to the Program and on each and every member of the staff/faculty who is responsible for supervision and/or instruction of said student(s) at the hospital. Said background check shall include, at a minimum, the following:

i. Social Securty number verification,
ii. Seven Year Nationwide Felony and Related Misdemeanor Criminal Record search,
iii. Two Standard Employment History References,
iv. HHS/OIG List of Excluded Individuals/Entities – GSA List of Parties Excluded from Federal Programs,
v. Education verification (Highest Degree Received),
vi. One Professional Licensure Verification - Professional Disciplinary Action Check, and
vii. Certification & Designation Check

A satisfactory report from the background check must be submitted to the Hospital prior to the student and/or faculty/staff member participating in the Program.

2. Responsibilities of Hospital.

(a) Hospital shall accept the students assigned to the Program by School and reasonably cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide reasonable opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations, as determined by Hospital in its sole discretion. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all time retain ultimate control of the Hospital and responsibility for patient care.

(b) Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants, and shall indemnify and hold harmless Hospital for any expense or claim incurred by Hospital as a result of Hospital's assistance hereunder.

3. Withdrawal of Program Participant.

Hospital may request School to withdraw or dismiss a student of other Program Participant from the Program at Hospital when his/her clinical performance is unsatisfactory to Hospital or his/her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. It is understood that only School can dismiss the Program Participant from the Program at Hospital.

4. Independent Contractor; No Other Beneficiaries.

The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits.

No student or other third person is entitled to, and shall not, receive any rights under this Agreement.

5. Confidentiality.

School and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and its operations and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital.

6. Indemnification.

School shall indemnify and hold harmless Hospital and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School or any of its faculty, students, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Hospital shall indemnify School against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by School in defending or compromising actions brought against School arising out of or related to the Hospital's performance of duties hereunder.

7. Records.

Any records that are generated as part of the students' participation in the Program at the Hospital as it relates to patient care shall be the property of Hospital. The School and its students agree to not remove any medical records from the Hospital.

The Hospital assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

8. Term; Termination.

(a) The initial term of this Agreement shall be one (1) year, commencing July 1, 2017. At the end of said initial term, unless otherwise terminated as provided herein, this Agreement may be renewed for one year successive terms upon mutual agreement of the parties.

(b) Except as otherwise provided herein, either party may terminate this Agreement at any time upon at least sixty (60) days written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion no to exceed twelve (12) months.

9. Entire Agreement.

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

10. Severability.

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

11. Captions.

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

12. No Waiver.

Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

13. Governing Law.

This Agreement shall be governed 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.

14. Assignment; Binding Effect.

The parties may not assign or transfer any of their rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

15. Notices.

All notices, requests, demands or other communications hereunder shall be in writing, delivered personally, by registered or certified mail, return receipt requested, or by overnight mail by a reputable overnight carrier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital:
Lake City Medical Center
340 NW Commerce Drive
Lake City, FL 32055
Attention: Chief Executive Officer

If to School Board:
Suwannee County School Board
702 2nd Street, NW
Live Oak, FL 32064
Attention: Ted L. Roush

With copy to School:
RIVEROAK Technical College
415 SW Pinewood Drive
Live Oak, FL 32064
Attention: Mary Keen

With copy to:
Leonard J. Dietzen, III
Rumberger, Kirk and Caldwell, P.A.
101 North Monroe Street, Suite 120
Tallahassee, FL 32301

or to such other persons or places as either party may from time to time designate by written notice to the other.

16. HIPAA Requirements

The School shall direct its students to comply with the policies and procedures of Hospital, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the students' role in relation to the use and disclosure of Hospital's protected health information, the students are defined as members of the Hospital's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the students are not and shall not be considered to be employees of Hospital.

17. Civil Rights.

Each party agrees to comply with Title VI of the Civil Rights of 1964 and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services (45 C.F.R. Part 80, as amended from time to time) issues pursuant to that Title, to the end that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which federal funds are used in support of the respective party's activities.

18. Sovereign Immunity.

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

19. Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT C which is incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove written.

ATTEST:

_____

SUWANNEE COUNTY SCHOOL BOARD:

By: _____
Print Name: Jerry Taylor
Title: Chairman
Date: _____

By: _____
Print Name: Ted. L. Roush
Title: Superintendent
Date: _____

HOSPITAL:

Notami Hospitals of Florida Inc.
d/b/a Lake City Medical Center

By: _____
Print Name: _____
Title: Chief Executive Officer
Date: _____

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

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form or experience in evaluation and treatment of patients of Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital"), the undersigned, and his/her heirs, successors and/or assigns does hereby covenant and agree to be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by RIVEROAK Technical College School Program [Name of School/University/Institute/etc.] at Hospital unless such injury or loss arises out of Hospital's negligence or misconduct.

Dated this _____ day of _____, 20____.

_____

Program Participant

WITNESS:

_____

Print Name: _____

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal and state laws and regulations and the Agreement between RIVEROAK Technical College ("School") and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital") to keep confidential information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient, and further agrees not to reveal to any third party any confidential information of Hospital.

Dated this _____ day of _____, 20___.

_____
Program Participant

WITNESS:

_____

Print Name: _____

EXHIBIT C

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2017, between the Suwannee County School Board (SCSB) and AMERE d/b/a Lake City Surgery Center, LLC, Lake City, FL (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Surgical Technology program for qualified students preparing to be Surgical Technologist; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Surgical Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Surgical Technology Program Director

1.1 The Program Director shall design and coordinate a clinical rotation program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less that six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Surgical Technology Program, its curriculum content, and the assignment, teaching, supervision and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Surgical Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Surgical Technology.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, cafeteria, conference rooms, dressing rooms and/or locker or closet spaces, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures established by Association of Surgical Technicians, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Surgical Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Surgical Technology Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patents or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

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

Section 11. Governing Law and Venue

11.1 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.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they 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.

Section 12. Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT A which is incorporated by reference herein.

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
702 2nd Street, NW
Live Oak, Florida 32064

By:_____
Ted L. Roush
Superintendent of Schools

By:_____
Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency

BY_____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

AMERE
d/b/a Lake City Surgery Center, LLC
404 NW Hall of Fame Drive
Lake City, FL 32055

By:_____

By:_____

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2017, between the Suwannee County School Board (SCSB) and Doctor's Memorial Hospital Inc., Perry, FL (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College, (RTC), operates a Surgical Technology program for qualified students preparing to be Surgical Technologist; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Surgical Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Surgical Technology Program Director

1.1 The Program Director shall design and coordinate a clinical rotation program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less that six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Surgical Technology Program, its curriculum content, and the assignment, teaching, supervision and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 Suwannee Hamilton Technical Center agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Surgical Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Surgical Technology.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, cafeteria, conference rooms, dressing rooms and/or locker or closet spaces, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures established by Association of Surgical Technicians, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Surgical Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Surgical Technology Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patents or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

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

Section 11. Governing Law and Venue

11.1 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.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they 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.

Section 12. Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT A which is incorporated by reference herein.

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
702 2nd Street, NW
Live Oak, Florida 32064

By:_____
Ted L. Roush
Superintendent of Schools

By:_____
Jerry Taylor, Chairman
Suwannee County School Board

Doctor's Memorial Hospital Inc.
333 N. Byron Butler Pkwy
Perry, Florida 32347

By:_____

By:_____

"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 (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2017, between the Suwannee County School Board (SCSB) and Cheek & Scott Drugs, Inc. (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technology Program Director

1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Pharmacy Technology Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Pharmacy Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Pharmacy Technology.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, break room, conference rooms, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

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4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

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Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

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8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

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

Section 11. Governing Law and Venue

11.1 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.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they 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.

Section 12. Public Records

12.1 For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT A which is incorporated by reference herein.

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
702 2nd Street, NW
Live Oak, Florida 32064

Cheek & Scott Drugs, Inc.
1520 S. Ohio Avenue
Live Oak, FL 32060

Cheek & Scott Drugs, Inc.
161 SW Stonegate Terrace, #105
Lake City, FL 32024

Cheek & Scott Drugs, Inc.
1150 US Hwy 41 NW
Suite 13
Jasper, FL 32052

By:_____
Ted L. Roush
Superintendent of Schools

By:_____

By:_____
Jerry Taylor, Chairman
Suwannee County School Board

By:_____

"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 (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2017, between the Suwannee County School Board (SCSB) and Walgreen Company, Lake City, Florida (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technology Program Director

1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Pharmacy Technology Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Pharmacy Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

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Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

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Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

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6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

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Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

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8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

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Suwannee County School Board
702 2nd Street, NW
Live Oak, Florida 32064

By:_____
Ted L. Roush
Superintendent of Schools

By:_____
Jerry Taylor, Chairman
Suwannee County School Board

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

Walgreen Company
2094 West US Highway 90
Lake City, FL 32055
Attn: Henry Gonzalez

By:_____

By:_____

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AFFILIATION AGREEMENT

This Agreement is entered on July 1, 2017, between the Suwannee County School Board (SCSB) and Walgreen Company (Clinical Site).

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Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

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Suwannee County School Board
702 2nd Street, NW
Live Oak, Florida 32064

By:_____
Ted L. Roush
Superintendent of Schools

By:_____
Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency

BY_____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

Walgreen Company
1515 Ohio Avenue S.
Live Oak, FL 32064
Attn: Rebecca Sapp

By:_____

By:_____

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2016)

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AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2017, between the Suwannee County School Board (SCSB) and North Florida Pharmacy of Branford, Inc. (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

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2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

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3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

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4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.

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4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

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Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

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6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

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7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

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8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

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

Section 11. Governing Law and Venue

11.1 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.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they 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.

Section 12. Public Records

12.1 For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT A which is incorporated by reference herein.

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
702 2nd Street, NW
Live Oak, Florida 32064

By:_____
Ted L. Roush
Superintendent of Schools

By:_____
Jerry Taylor, Chairman
Suwannee County School Board

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

North Florida Pharmacy of Branford, Inc.
305 SW US Hwy. 27
Branford, FL 32008

By:_____

By:_____

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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.

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AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2017, between the Suwannee County School Board (SCSB) and North Florida Pharmacy of Mayo, Inc. (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technology Program Director

1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Pharmacy Technology Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

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3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

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Ted L. Roush
Superintendent of Schools

By:_____
Jerry Taylor, Chairman
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North Florida Pharmacy of Mayo, Inc.
229 W. Main Street
Mayo, FL 32066

By:_____

By:_____

"Approved as to Form and Sufficiency
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By:_____
Ted L. Roush
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"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

North Florida Pharmacy, Inc.
347 SW Main Blvd.
Lake City, FL 32025

By:_____

By:_____

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2016)

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AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2017, between the Suwannee County School Board (SCSB) and North Florida Pharmacy #2 (West) (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

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1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Pharmacy Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Pharmacy Technology.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, break room, conference rooms, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

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

Section 11. Governing Law and Venue

11.1 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.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they 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.

Section 12. Public Records

12.1 For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT A which is incorporated by reference herein.

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
702 2nd Street, NW
Live Oak, Florida 32064

By:_____
Ted L. Roush
Superintendent of Schools

By:_____
Jerry Taylor, Chairman
Suwannee County School Board

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

North Florida Pharmacy #2 (West)
3718 W. US Highway 90
Lake City, FL 32055

By:_____

By:_____

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2017, between the Suwannee County School Board (SCSB) and Advent Christian Village, Inc. (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technology Program Director

1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Pharmacy Technology Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Pharmacy Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Pharmacy Technology.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, break room, conference rooms, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

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

Section 11. Governing Law and Venue

11.1 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.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they 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.

Section 12. Public Records

12.1 For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT A which is incorporated by reference herein.

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
702 2nd Street, NW
Live Oak, Florida 32064

By:_____
Ted L. Roush
Superintendent of Schools

By:_____
Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency

BY_____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

Advent Christian Village, Inc.
The Village Pharmacy
10820 Marvin Jones Blvd.
Live Oak, FL 32060

By:_____

By:_____

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), for additional record keeping requirements.

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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 (2016).

SCHOOL AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement") is made as of this July 1, 2017 by and between Suwannee County School Board (SCSB) hereinafter referred to as "School" and Notami Hospitals of Florida, Inc. Inc. d/b/a/ Lake City Medical Center, hereinafter referred to as "Hospital".

WITNESSETH:

WHEREAS, School offers to enrolled students in a Pharmacy Technology program in the field of Pharmacy Technicians and

WHEREAS, Hospital operates a comprehensive acute-care medical-surgical Hospital; and

WHEREAS, School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in a health care Hospital; and

WHEREAS, Hospital has agreed to make its Hospital available to School for such purposes.

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

1. RESPONSIBILITIES OF SCHOOL.

(a) **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

(i) Orientation of students to the clinical experience at Hospital;

(ii) Provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;

(iii) Preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;

(iv) Continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;

(v) Supervision of students and their performance at Hospital;

(vi) Participation, with the students, in Hospital's Quality Assurance and related programs;

(vii) Performance of such other duties as may from time to time be agreed to between School and Hospital;

(viii) Provide adequate documentation attesting to competency of each instructor.

All students, faculty, employees, agents and representatives of School participating in the

Program at Hospital (the "Program Participants") shall be accountable to the Hospital's Administrator.

(b) **Student Statements.** School shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B.

(c) **Insurance.** School shall obtain and maintain, or shall require each individual Program Participant to obtain and maintain, occurrence-type general and professional liability insurance coverage in amounts not less than one million dollars ($1,000,000.00) per occurrence and three million dollars ($3,000,000.00) annual aggregate per Program Participant, with insurance carriers or self insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term of this Agreement and upon the termination of this Agreement, or the expiration or cancellation of the insurance, School shall purchase, or shall require each individual Program Participant to purchase, tail coverage for a period of three years after the termination of this Agreement or the expiration or cancellation of the claim-made coverage (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain workers' compensation insurance and unemployment insurance for School employees assigned to Hospital. For all insurance required by this Paragraph 1(c), School shall require the insurance carrier notify Hospital at least thirty (30) days in advance of any cancellation or modification of such insurance policy and shall provide to Hospital, upon request, certificates of insurance evidencing the above coverage and renewals thereof.

(d) **Health of Program Participants.** All Program Participants shall pass a medical examination acceptable to Hospital prior to their participation in the Program at Hospital at least once a year or as otherwise required by the laws of the State where the Hospital is located. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

Program Participants will present the following health records on the first day of their educational experience at Hospital (Program Participants will not be allowed to commence experiences until all records are provided):

(i) Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and

(ii) Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and

(iii) Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and

(iv) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.

(v) Proof of Influenza vaccination during the Flu season, October 1 to March 31, (or dates defined by CDC), or a signed Declination Form.

(vi) Evidence of a Negative drug and alcohol screen, as required by Section 1(h).

(e) **Dress Code; Breaks.** School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. All Program Participants shall remain on the Hospital premises for breaks, including meals. Program Participants shall pay for their own meals at Hospital.

(f) **Performance.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

(g) **Background Checks.** School represents that it will timely conduct (or will timely have conducted) a background check on each and every Program Participant at the Hospital. Said background check shall include, at a minimum, the following:

(i) Social Security Number Verification;

(ii) Criminal Search (7 years or up to 5 criminal searches);

(iii) Employment Verification to include reason for separation and eligibility for re-employment for each employer for 7 years *(not required for students younger than 21 years of age);*

(iv) Violent Sexual Offender and Predator Registry Search;

(v) HHS/OIG List of Excluded Individuals/Entities;

(vi) GSA List of Parties Excluded from Federal Programs;

(vii) Education verification (Highest Degree Received)

(viii) U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN);

(ix) Applicable State Exclusion List, if one.

The background check for Program Participants who are licensed or certified caregivers shall include the above, and in addition, shall include the following:

(i) Education verification (highest level);

(ii) Professional License Verification;

(iii) Certification & Designations Check;

(iv) Professional Disciplinary Action Search;

(v) Department of Motor Vehicle Driving History, based on responsibilities;

(vi) Consumer Credit Report, based on responsibilities.

School shall provide an *Attestation of Satisfactory Background Investigation* in the form attached hereto as the Exhibit C prior to each student and staff/faculty member's participation in the Program at the Hospital. Should the background check disclose adverse information as to any Program Participant, School shall immediately remove said Program Participant from the Program.

(h) **Drug and Alcohol Testing.** School represents that it will timely conduct (or require timely conduction of) a drug and alcohol test on each and every Program Participant.

(i) To ensure the accuracy and fairness of the testing program, all collection and testing will be conducted pursuant to guidelines established by the Medical Review Officers of the testing Hospital and, if applicable, in accordance with Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines; a confirmatory test; the opportunity for a split sample; review by an MRO, including the opportunity for employees or students who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.

(ii) Substances tested prior to placement at Hospital must at a minimum include amphetamines, barbiturates, benzodiazepines, opiates, marijuana, methadone, and cocaine.

(iii) Program Participant will be required to undergo drug and alcohol testing upon reasonable suspicion that the Program Participant has violated the policy, or after any "on-the-job" accident, which involves injury requiring medical treatment or evaluation of the Program Participant or another person, or property damage. Reasonable suspicion and reportable accident testing will include amphetamines, barbiturates, benzodiazepines, carisoprodol, opiates, fentanyl analogues, methadone, meperidine, marijuana, and cocaine.

(i) **School Status.** School represents and warrants to Hospital that the School and its Program Participants participating hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School or a Program Participant being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Hospital of any change in status of the representation and warranty set forth in this section. Any breach of this Paragraph 1(h) shall give Hospital the right to immediately terminate this Agreement for cause.

2. **RESPONSIBILITIES OF HOSPITAL.**

(a) Hospital shall accept the Program Participants assigned to the Program by School and reasonably cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide reasonable opportunities for such Program Participants, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

(b) Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. **MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:

(a) Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Hospital or the School.

(b) Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. **WITHDRAWAL OF PROGRAM PARTICIPANTS.**

Hospital may request School to withdraw or dismiss a student or other Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program at Hospital shall immediately cease. It is understood that only School can dismiss the Program Participant from the Program.

5. **INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES.**

The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitle to, and shall not, receive any rights under this Agreement.

6. **NON-DISCRIMINATION.**

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

7. **INDEMNIFICATION.**

To the extent permitted by applicable law and without waiving any defenses, School shall indemnify and hold harmless Hospital and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School or any of its faculty, Program Participants, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Hospital shall indemnify School against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by School in defending or compromising actions brought against School arising out of or related to the Hospital's performance of duties hereunder.

8. **CONFIDENTIALITY.**

School and its agents, Program Participants, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

9. **TERM; TERMINATION.**

(a) The initial term of this Agreement shall be __1__year(s), commencing on July 1, 2017 and ending on June 30, 2018.

(b) Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed six (6) months.

10. **ENTIRE AGREEMENT.**

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

11. **SEVERABILITY.**

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

12. **CAPTIONS.**

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

13. **NO WAIVER.**

Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

14. **GOVERNING LAW.**

This Agreement shall be governed and construed in accordance with the laws of the State of Florida ("State").

15. **ASSIGNMENT; BINDING EFFECT.**

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

16. **NOTICES.**

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

If to Hospital:
Notami Hospitals of Florida Inc. d/b/a
Lake City Medical Center
340 NW Commerce Drive
Lake City, FL 32055
Attention: Chief Executive Officer

If to School Board:
Suwannee County School Board
702 2nd Street, NW
Live Oak, FL 32064
Attention: Superintendent of School

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

With copy to School:
RIVEROAK Technical College
415 SW Pinewood Drive
Live Oak, FL 32064
Attention: Mary Keen, Principal

or to such other persons or places as either party may from time to time designate by written notice to the other.

17. **EXECUTION OF AGREEMENT.**

This Agreement shall not become effective or in force until all of the below named parties have fully executed this Agreement.

18. **HIPAA Requirements.**

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

The School shall direct its Program Participants to comply with the policies and procedures of Hospital, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the Program Participants' role in relation to the use and disclosure of Hospital's protected health information, the Program Participants are defined as members of the Hospital's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the Program Participants are not and shall not be considered to be employees of Hospital.

19. **COMPLIANCE WITH HOSPITAL POLICIES AND PROCEDURES.**

School and Program Participants shall comply with Hospital Policies and Procedures to the extent such Hospital Policies and Procedures do not conflict with the terms of this Agreement.

20. **NO REQUIREMENT TO REFER.**

Nothing in this Agreement requires or obligates School to admit or cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement is conditioned on any requirement or expectation that the parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. Neither party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

21. **Public Records.**

For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT D which is incorporated by reference herein.

THE PARTIES HERETO have executed this Agreement as of the day and year first above written.

Suwannee County School Board

By: Jerry Taylor

Title: Chairman, Suwannee County School Board

Suwannee County School Board

By: Ted L. Roush

Title: Superintendent of Schools

Lake City Medical Center

By:

Title:

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

EXHIBIT A

STATEMENT OF RESPONSIBILITY

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

Signature of Program Participant/Print Name _____ Date _____

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

EXHIBIT B

Confidentiality and Security Agreement

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

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

General Rules:

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

Protecting Confidential Information:

1. I understand that any Confidential Information, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
2. I will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know it. I will not take media or documents containing Confidential Information home with me unless specifically authorized to do so as part of my job. Case presentation material will be used in accordance with Hospital policies.
3. I will not publish or disclose any Confidential Information to others using personal email, or to any Internet sites, or through Internet blogs or sites such as Facebook or Twitter. I will only use such communication methods when explicitly authorized to do so in support of Hospital business and within the permitted uses of Confidential Information as governed by regulations such as HIPAA.
4. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized. I will only reuse or destroy media in accordance with Hospital Information Security Standards and Hospital record retention policy.

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

Following Appropriate Access:

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

Using Portable Devices and Removable Media:

1. I will not copy or store Confidential Information on removable media or portable devices such as laptops, personal digital assistants (PDAs), cell phones, CDs, thumb drives, external hard drives, etc., unless specifically required to do so by my job. If I do copy or store Confidential Information on removable media, I will encrypt the information while it is on the media according to Hospital Information Security Standards
2. I understand that any mobile device (Smart phone, PDA, etc.) that synchronizes Hospital data (*e.g.*, Hospital email) may contain Confidential Information and as a result, must be protected. Because of this, I understand and agree that the Hospital has the right to:
    a. Require the use of only encryption capable devices.
    b. Prohibit data synchronization to devices that are not encryption capable or do not support the required security controls.
    c. Implement encryption and apply other necessary security controls (such as an access PIN and automatic locking) on any mobile device that synchronizes Hospital data regardless of it being a Hospital or personally owned device.
    d. Remotely "wipe" any synchronized device that: has been lost, stolen or belongs to a terminated employee or affiliated partner.
    e. Restrict access to any mobile application that poses a security risk to the Hospital network.

Doing My Part – Personal Security:

1. I understand that I will be assigned a unique identifier (*e.g.*, 3-4 User ID) to track my access and use of Confidential Information and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification processes.
2. I will:

a. Use only my officially assigned User-ID and password (and/or token (*e.g.*, SecurID card)).
b. Use only approved licensed software.
c. Use a device with virus protection software.

3. I will never:
   a. Disclose passwords, PINs, or access codes.
   b. Use tools or techniques to break/exploit security measures.
   c. Connect unauthorized systems or devices to the Hospital network.
4. I will practice good workstation security measures such as locking up diskettes when not in use, using screen savers with activated passwords, positioning screens away from public view.
5. I will immediately notify my manager, Hospital Information Security Official (FISO), Director of Information Security Operations (DISO), or Hospital or Corporate Client Support Services (CSS) help desk if:
   a. my password has been seen, disclosed, or otherwise compromised;
   b. media with Confidential Information stored on it has been lost or stolen;
   c. I suspect a virus infection on any system;
   d. I am aware of any activity that violates this agreement, privacy and security policies; or
   e. I am aware of any other incident that could possibly have any adverse impact on Confidential Information or Hospital systems.

Upon Termination:

1. I agree that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or my relationship ceases with the Hospital.
2. Upon termination, I will immediately return any documents or media containing Confidential Information to the Hospital.
3. I understand that I have no right to any ownership interest in any Confidential Information accessed or created by me during and in the scope of my relationship with the Hospital.

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

Signature	Hospital Name and COID	Date
Printed Name	Business Entity Name	

EXHIBIT C

Attestation of Satisfactory Background Investigation

On behalf of RIVEROAK Technical College [Name of Volunteer Organization, School, Contract Services Entity, or Staffing Agency], I acknowledge and attest to Lake City Medical Center [Name of facility] ("Hospital") that we own, and have in our possession, a background investigation report on the individual identified below. Such background investigation is satisfactory in that it:

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

I attest that this individual has met all of the health requirements, including:
____ TB test within the last 12 months;
____ Proof of Rubella, Rubeola and Varicella immunity;
____ Proof of Hepatitis B and Flu immunization or declination; and
____ Proof of a satisfactory drug screening as set out in the underlying Affiliation Agreement.

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

This attestation is provided in lieu of providing a copy of the background investigation.

Identified Individual Subject to the Background Investigation:

Name:_____

Address:_____

Date of Birth:_____

Social Security Number:_____

I also acknowledge and agree to an annual compliance audit by Hospital of five percent (5%) or a minimum of thirty (30) such background investigation files as authorized by the subjects under the Fair Credit Reporting Act (FCRA).

_____
Signature

_____
Printed Name

_____
[Name of Organization]
Date:_____

EXHIBIT D

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2017, between the Suwannee County School Board (SCSB) and Baya Pharmacy (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technology Program Director

1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Pharmacy Technology Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Pharmacy Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Pharmacy Technology.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, break room, conference rooms, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

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

Section 11. Governing Law and Venue

11.1 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.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they 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.

Section 12. Public Records

12.1 For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT A which is incorporated by reference herein.

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
702 2nd Street, NW
Live Oak, Florida 32064

By:_____
Ted L. Roush
Superintendent of Schools

By:_____
Jerry Taylor, Chairman
Suwannee County School Board

Baya Pharmacy
1465 US 90 STE 110
Lake City, FL 32055

By:_____

By:_____

"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 (2016)

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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 (2016), for additional record keeping requirements.

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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.

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Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technology Program Director

1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Pharmacy Technology Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Pharmacy Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Pharmacy Technology.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, break room, conference rooms, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

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

Section 11. Governing Law and Venue

11.1 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.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they 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.

Section 12. Public Records

12.1 For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT A which is incorporated by reference herein.

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
702 2nd Street, NW
Live Oak, Florida 32064

By:_____
Ted L. Roush
Superintendent of Schools

By:_____
Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency

BY_____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

Baya Pharmacy
780 S.E. Baya Drive
Lake City, FL 32025

By:_____

By:_____

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2017, between the Suwannee County School Board (SCSB) and Genoa, a QoL Healthcare Company, LLC. (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technology Program Director

1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Pharmacy Technology Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Pharmacy Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Pharmacy Technology.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, break room, conference rooms, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

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4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

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Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

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9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

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

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11.1 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.

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12.1 For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT A which is incorporated by reference herein.

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
702 2nd Street, NW
Live Oak, Florida 32064

By:_____
Ted L. Roush
Superintendent of Schools

By:_____
Jerry Taylor, Chairman
Suwannee County School Board

Genoa, a QoL Healthcare Company
439 SW Michigan Street, Room 12
Lake City, FL 32025

Genoa, a QoL Healthcare Company
4300 SW 13th Street, Room 27
Gainesville, FL 32608-4006

By:_____
Daniel Carto
VP of Operations,
Eastern Division

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

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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 (2016), for additional record keeping requirements.

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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 (2016).

RIVEROAK
TECHNICAL COLLEGE

415 SW Pinewood Drive | Live Oak, Florida 32064 | P 386-647-4200 | F 386-364-4698

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools

FROM: Mary Keen, Principal, RIVEROAK Technical College

THRU: Vickie DePratter, Chief Financial Officer
Dr. Bill Brothers, Assistant Superintendent of Administration

DATE: May 2, 2017

RE: Agenda Items for May 23, 2017, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following contract: RENEWALS

#2018-40 Miles Consulting

BACKGROUND:

The above listed contract will provide consulting services for accreditation, curricula, articulation agreements, programs of study and other areas upon request.

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made commencing on July 1, 2017, by and between the School Board of Suwannee County, Florida ("SCSB"), and Miles Consulting LLC (hereinafter "Contractor.").

WITNESSED:

WHEREAS, SCSB, through RIVEROAK Technical College (RTC), operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

A. SERVICES: SCSB hereby engages Contractor to provide educational consulting services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

(i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.

(ii) Contractor and staff shall not be required to perform services in any order or sequence specified by SCSB.

(iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.

(iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.

(v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.

(vi) The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.

C. DOCUMENTATION: Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;

B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.

C. Contractor shall perform the services required hereunder in accordance with:
(i) All applicable federal, state, and local laws, rules, and regulations;

(ii) All applicable policies of: SCSB;

(iii) All applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;

D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and

E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of

services under this Agreement; and

F. All Contractor staff shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on July 1, 2017 and ending June 30, 2018, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit B attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph l(C) of this Agreement.

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, requested by SCSB, and SCSB shall pay each invoice within **thirty (30) days** after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice.

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies.

Level II Background Check – Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the SCSB. Documentation of clearance will be on file in the Department of Human Resources in the SCSB office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the SCSB.

9. AUDITS, RECORDS, AND RECORDS RETENTION

SCSB or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to SCSB's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the SCSB and the Contractor in order:

A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the SCSB under this contract.

B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

C. That completion or termination of the contract and at the request of the SCSB, the Contractor will cooperate with the SCSB to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.

D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the SCSB.

E. That persons duly authorized by the SCSB and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

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

11. DEBARMENT & SUSPENSION

SCSB certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. TERMINATION

A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.

B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:

(i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or

(ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its students;

(iii) Breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof;

D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs 1 (B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the SCSB for the SCSB'S attorneys' fees, costs, expenses, out-of-pocket disbursements

incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, the other contracting entity or person shall pay the fees, costs and expenses of the mediator.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the SCSB waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida
c/o Ted L. Roush, Superintendent
702 2nd Street, NW
Live Oak, FL 32064

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

Contractor: Patricia B Miles
Miles Consulting LLC
4809 WaterVista Drive
Orlando, Florida 32821

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. CAPTIONS

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

20. ASSIGNMENT; BINDING EFFECT.

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of SCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT C which is incorporated by reference herein.

22. RELEASE OF STUDENT RECORDS

By signature, Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 20__.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Jerry Taylor, Chairman Date

_____ _____
Ted L. Roush, Superintendent of Schools Date

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

CONTRACTOR

_____ _____
Witness Signature Patricia B. Miles
Miles Consulting LLC

_____ _____
Type or Print Name of Witness Type or Print Name of Contractor

Date _____ Date _____

EXHIBIT A

SERVICES PROVIDED:

1. This agreement shall commence July 1, 2017 and shall terminate June 30, 2018.

2. The Contractor hereby agrees to provide the following services under this agreement:

   a. Travel from time to time to Live Oak, Florida to meet with the RTC Director, staff, faculty, program instructors, program advisory committee(s), school advisory committee and community clients of the RTC.
   b. Conduct limited hours in the development of customer service training programs to the specifications of the Director of RTC, then to deliver such course materials to adult students in a demonstration offering at which time the selected instructors of RTC will attend and be qualified to continue the offering of that course material.
   c. Meet with the AST and ACRR Advisory Committees, program instructors, RTC Director and other interested persons to maintain such certification and to prepare and demonstrate forms and procedures to successfully obtain recertification.
   d. Research, meet with interested parties in Suwannee County or where ever found, in order to advise the RTC Director as to course, program and instructional development for new and emerging occupations as well as for obtaining Technical College credit.

3. The RTC hereby agrees to abide by the following considerations under this agreement.

   a. Make available administration, staff and faculty of the RTC for consultation by the Contractor at appointed times for in person meetings or video conferencing.
   b. The RTC Director will maintain communications with the Contractor as to assistance for new programs, course delivery and program development.
   c. Will set up meeting and consultation dates and times between the Contractor and RTC staff and faculty as well as any advisory groups and community clients of the RTC. The Director will make all attempts to have multiple meetings concerning multiple programs during visit to Live Oak by the Contractor.

CONTRACTOR FEDERAL IDENTIFICATION NUMBER:
INDIVIDUAL SOCIAL SECURITY NUMBER: 371650608

IRS Form W-9 on file.

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

General and/or Perkins

EXHIBIT B

FEE SCHEDULE

The RIVEROAK Technical College (RTC) is a technical education center of the Suwannee County Public schools which is required to obtain and retain national certification as technical education center for the institution as well as for the Automotive (AST) and Auto Collision (SCRR) programs. The primary campus of SHTC is at 415 S. W. Pinewood Drive, Live Oak, Florida 32064.
RTC is instructional service provider to the adult and secondary students of Suwannee County Public Schools, Work Force Development Board of Suwannee County, various industries and organizations in RTC service area. The Contractor will be called upon to develop curriculum and instructor expertise to provide the requested training for new industries coming to Suwannee County. The Contractor will provide technical assistance to the Director of RTC as to the issue of Technical Colleges.
RTC desires to engage in consulting services with the Contractor for several projects.
For the services provided by the Contractor, RTC agrees to pay based on the following table:

- Conduct Classroom instruction of students and/or staff $125.00 / hour
- Conduct a full school day of instruction for students and / or staff $750.00 / day
- Research and development time $50.00 / hour
- Communications (email, phone call, text, video conference) $12.50 / quarter hour
- Meeting with Director, staff and / instructors $50.00 / hour
- Travel mileage including tolls and vicinity at current Florida rate
- Per Diem incurred at current Board approved rate
- Lodging at direct cost

The Contractor will submit and invoice for those month in which there has been activity at the end of the month which shall include detail per change.

EXHIBIT C

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).

SUWANNEE COUNTY SCHOOL DISTRICT

702 – 2nd Street, NW • Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635
www.suwannee.k12.fl.us

TED L. ROUSH
Superintendent of Schools

"Suwannee County School District will be a system of excellence ensuring all students are prepared for personal success."

JERRY TAYLOR
DISTRICT 1
CATHERINE CASON
DISTRICT 2
TIM ALCORN
DISTRICT 3
ED DA SILVA
DISTRICT 4
RONALD WHITE
DISTRICT 5
LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools TR BB

FROM: Janene Fitzpatrick, Assistant Superintendent of Instruction JF

THRU: Vickie DePratter, Chief Financial Officer VMD

DATE: May 3, 2017

RE: Agenda Item for the May 23, 2017, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following contract/agreement for the 2017-2018 school year:

#2018-41 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Joyce M. Warren (Renewal)

BACKGROUND:

The purpose of this agreement is to continue service of the independent contractor to implement a focused effort to improve parent involvement and early education in the District. The contract will be funded through federal dollars.

This agreement has been reviewed and approved by Board Attorney Leonard Dietzen.

JF/dr

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and **Joyce M. Warren** ("Individual"), (hereinafter "Contractor.").

WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

   A. SERVICES: SCSB hereby engages Contractor to provide educational consulting services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

   B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

      (i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.

      (ii) Contractor and staff shall not be required to perform services in any order or sequence specified by SCSB.

(iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.

(iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.

(v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.

C. DOCUMENTATION: Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;

B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.

C. Contractor shall perform the services required hereunder in accordance with:
(i) all applicable federal, state, and local laws, rules, and regulations;

(ii) all applicable policies of: SCSB;

(iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;

D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and

E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and

F. All Contractor staff shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on July 1, 2017 and ending June 30, 2018, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit B attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph l(C) of this Agreement.

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, requested by SCSB, and SCSB shall pay each invoice within **thirty (30) days** after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice.

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including

confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies.

Level II Background Check – Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the Suwannee County School Board.

9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be

exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Contractor in order:

A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.

B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

C. That completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.

D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.

E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

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

11. DEBARMENT & SUSPENSION

Suwannee County School Board certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. TERMINATION

A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.

B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:

(i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or

(ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its students;

(iii) breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof;

D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs 1(B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the SUWANNEE COUNTY SCHOOL BOARD for the SUWANNEE COUNTY SCHOOL BOARD'S attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, the other contracting entity or person shall pay the fees, costs and expenses of the mediator.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

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This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

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All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida
c/o Ted L. Roush, Superintendent
702 2nd Street, NW
Live Oak, FL 32064

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

Contractor: Joyce M. Warren
P. O. Box 102
Live Oak, FL 32064

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. CAPTIONS

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

20. ASSIGNMENT; BINDING EFFECT.

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of SCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. RELEASE OF STUDENT RECORDS

By signature, Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

22. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT C which is incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 2017.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Jerry Taylor, Chairman Date

_____ _____
Ted L. Roush, Superintendent of Schools Date

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

CONTRACTOR

_____ _____
Witness Signature Joyce M. Warren

_____ Date_____
Type or Print Name of Witness

Date _____

EXHIBIT A

Scope of Work

Priority Parent Involvement Tasks

- Participate in the development of the District Parent Involvement Plan and also Parent Involvement Plans in each school
- Participate in the Early Childhood Education Program
- Provide effective resources to our parents
- Provide coordination between homeless and migrant parents as needed
- Coordinate and assist the Information Technology department in the development of the parent involvement website
- Coordination with guidance counselors as needed
- Provide professional development on parent communication as needed

Responsibilities

- Participate in planning and developing programs and services to students and families
- Prepare and maintain records and referrals
- Interpret educational policies, programs, and procedures related to early childhood education and parent involvement
- Assist in early identification of students' school-related problems
- Communicate with the family about available services and how to access them
- Use technology to improve communications with schools, parents, and community agencies
- Collaborate with parents and other staff in the implementation of programs and services for students such as Parent Partnership Project
- Inform faculty and staff how services of parent liaison may be used in planning and evaluating programs for students, procedures for referrals, or assistance at the request of administration

- Serve on committees and councils as assigned or appropriate
- Perform other tasks consistent with the goals and objectives of this position

CONTRACTOR FEDERAL IDENTIFICATION NUMBER:
INDIVIDUAL SOCIAL SECURITY NUMBER: 46-3190551

IRS Form W-9 on file.

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

Federal Programs

EXHIBIT B

FEE SCHEDULE

The independent contractor will be paid upon receipt of invoices by the District as tasks and responsibilities in Exhibit A are fulfilled. Total contract amount shall be in the amount of $42,000.

EXHIBIT C

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).

SUWANNEE COUNTY SCHOOL DISTRICT

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TED L. ROUSH
Superintendent of Schools

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DISTRICT 1

CATHERINE CASON
DISTRICT 2

TIM ALCORN
DISTRICT 3

ED DA SILVA
DISTRICT 4

RONALD WHITE
DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools TR/BB

FROM: Bill Brothers, Assistant Superintendent of Administration

THRU: Vickie DePratter, Chief Financial Officer

DATE: May 11, 2017

RE: Agenda Item for the May 23, 2017, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following agreement:

#2018-42 Legal Representation Agreement between Sniffen and Spellman, P.A. and the Suwannee County School Board for legal services (Renewal)

BACKGROUND:

This recommendation is to provide legal representation pertaining to the Superintendent and the Board in personnel and special education matters, including due process hearings and any other matters approved by the Board's General Counsel. The agreement has been reviewed and approved by Leonard Dietzen, Suwannee County School Board Attorney.

BB/dr

CONTRACTUAL AGREEMENT
FOR PROFESSIONAL SERVICES-OUTSIDE COUNSEL

THIS AGREEMENT between the Suwannee County School Board, 702 2nd St. NW, Live Oak, FL 32064 ("Board") and Sniffen and Spellman, P.A. 123 North Monroe Street, Tallahassee, Florida 32301 ("Counsel"), is for the purpose of:

Providing continuing legal representation and counsel to the Superintendent and the Board in personnel and special education matters, including due process hearings, and any other matters approved by the Board's General Counsel, Leonard J. Dietzen.

Lead counsel and partner fees will be billed at a discounted rate of $165.00 per hour; associates will be billed at $150.00 per hour; and paralegal/law clerk services will be billed at $60.00 per hour. Travel time, if any, will be billed at 50% of the reduced hourly rates.

Statements for services and costs shall be submitted on or before 15 days following the month for which services are charged. Statements for outside costs shall be submitted as received by Counsel. Statements shall be submitted to Superintendent Ted L. Roush at 702 2nd Street NW, Live Oak FL, 32064, for review and approval for payment.

Counsel shall provide status reports as requested and as otherwise deemed necessary by counsel and/or the Board's General Counsel.

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

1. This Agreement shall begin on the date of signing and shall remain in full force and effect until terminated by either party upon 30 days notice.

2. No charges may be invoiced, and no payment may be made for any services provided outside the scope of or period of this Agreement.

3. This Agreement may be canceled by mutual consent of both parties.

4. Anything, by whatsoever designation it may be known, that is produced by, or developed in connection with this Agreement shall become the exclusive property of the Superintendent or the Board and may be copyrighted, patented, or otherwise restricted as provided by Florida Statutes or by the Board. Neither Counsel nor any individual employed under this Agreement shall have any proprietary interest in the products.

5. This Agreement may be changed or modified only by an amendment executed in the same fashion as the original.

6. The Board further agrees as follows:

(a) To cooperate in all matters requiring concurrence or approval in order that the Counsel will not be unduly delayed in performing any acts required in the course of representing the Superintendent or the Board.

(b) To designate a Contract Administrator to act for the Board in all matters pertaining to this Agreement and to accept and approve all reports, drafts, products and invoices. The Contract Administrator for this agreement shall be Ted L. Roush.

(c) Counsel shall be compensated as stated, above plus reasonable expenses for travel to Suwannee County, to include transportation, hotel and meals, for preparation of presentation materials, courier service (FedEx, UPS, etc.), long distance telephone tolls, copy expense, and other like and reasonable expenses. Receipts shall be required for all third party charges.

7. Total billing, including reimbursable expenses, shall not exceed $50,000.00 without further approval.

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, set their hands and seals on May _____, 2017.

SUWANNEE COUNTY SCHOOL BOARD

By:_____
Ted L. Roush, Superintendent

By:_____
Jerry Taylor, Board Chairman

Dated: May ___, 2017

SNIFFEN & SPELLMAN, P.A.

By:_____
Michael P. Spellman, Esq.

Dated: May ____, 2017

RIVEROAK
TECHNICAL COLLEGE

415 SW Pinewood Drive | Live Oak, Florida 32064 | P 386-647-4200 | F 386-364-4698

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools

FROM: Mary Keen, Principal, RIVEROAK Technical College

THRU: Vickie DePratter, Chief Financial Officer
Dr. Bill Brothers, Assistant Superintendent of Administration

DATE: May 3, 2017

RE: Agenda Item for May 23, 2017, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval for out of state travel for RTC SkillsUSA team members listed below to attend SkillsUSA National Competition in Louisville, Kentucky, June 18-24, 2017.

Team Members:

Olivia Bruening – Masonry
Zenaida Campos – Masonry
Jakob Holub – Carpentry

BACKGROUND:

This is the National Competition for SkillsUSA. Team members who earned qualifying scores at the state level are eligible to participate. The competition will be funded through the Perkins Grant and funds raised by the SkillsUSA Team.

RIVEROAK
TECHNICAL COLLEGE

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MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools

FROM: Mary Keen, Principal, RIVEROAK Technical College

THRU: Vickie DePratter, Chief Financial Officer
Dr. Bill Brothers, Assistant Superintendent of Administration

DATE: May 3, 2017

RE: Agenda Item for May 23, 2017, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval for out of state travel for Derwin Bass and Kimberly Thomas to attend SkillsUSA National Competition in Louisville, Kentucky, June 18-24, 2017.

BACKGROUND:

This is the National Competition for SkillsUSA team members. Team members who earned qualifying scores at the state level are eligible to participate. The competition will be funded through the Perkins Grant and funds raised by the SkillsUSA team.

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DISTRICT 5
LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools TR/BB

FROM: Bill Brothers, Assistant Superintendent of Administration BB

DATE: May 1, 2017

RE: Agenda Item for the May 23, 2017, Regular Board Meeting

RECOMMENDATION:

Discussion and action regarding the selection of one School Board member to serve as a Legislative Liaison and one School Board member to serve as an Alternate Legislative Liaison on the FSBA Legislative Committee for the period July 1, 2017, through June 30, 2018.

BACKGROUND:

This designation has previously occurred during the annual School Board Reorganization Meetings held in November each year. However, Florida School Boards Association (FSBA) approved a revision to the FSBA Bylaws in June 2015, which changed the time frame for the designation of FSBA Legislative Committee representatives so that it would align with the time frame for School Board members to sign up to serve on other FSBA Committees and Subcommittees. As a result of this change, the term of service will now be July 1 through June 30 each year.

BB/kl

RIVEROAK
TECHNICAL COLLEGE

415 SW Pinewood Drive | Live Oak, Florida 32064 | P 386-647-4200 | F 386-364-4698

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools TR/BB

FROM: Mary Keen, Principal, RIVEROAK Technical College

THRU: Vickie Music DePratter, Chief Financial Officer VMD
Dr. Bill Brothers, Assistant Superintendent of Administration BB
Janene Fitzpatrick, Assistant Superintendent of Instruction JF

DATE: April 17, 2017

RE: Agenda Items for May 23, 2017, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the Suwannee County School District Career and Technical Education 2017 Teacher Externship Program.

BACKGROUND:

The CTE Externship program will afford career and technical education instructors the opportunity to engage and develop strong partnerships with local industry and transfer skills and knowledge to classroom instruction.

SUWANNEE COUNTY SCHOOL DISTRICT

Career and Technical Education

CTE

2017

Teacher Externship Program

Overview

In its original implementation, the School-to-Work initiative attempted to unify many of the programs relating to career preparation in our schools until its ending. Special emphasis was placed on integrating the academic and career and technical education curriculums along with work-based/site-based learning experiences for both students and teachers.

The Suwannee County School District's Career and Technical Education Program supports the central idea behind teacher externships as so much has changed in recent years, particularly in occupations affected by technology that retraining our teachers is a valid and desirable goal. Working directly with employers provides teachers a new perspective of the business viewpoint.

The most obvious benefit to an externship is incorporation of newly learned material into students' programs of study. Naturally, employers will become more connected with education and opportunities will develop to foster additional business partnerships.

TEACHER EXTERNSHIP PROGRAM GUIDELINES

Special Notes:

1. Externs may work up to 40 hours maximum.
2. The training rate is $10.00 per hour.
3. The training schedule is flexible and can be divided several ways during times when teachers are not under their regular working contract with the District.
4. The open work periods will be during Summer Break, July 1 – July 31. Weekends during these times may be included.
5. Teachers may not do consecutive externships at the same employer. The teacher can be reemployed at the site of a previous externship only after working for a different employer.
6. Multiple applications can be submitted for a work period, provided the combined hours do not exceed 40 hours and the externship does not extend beyond the specified work periods.
7. Externs may only work during the specified dates of the Professional Development Activity Agreement. The externship will end on the date specified even if the 40 hours has not been obtained.

Procedure for Reimbursement

1. Externs must receive pre-authorization by turning in a signed Professional Development Activity Agreement and externship application to Mary Keen at RIVEROAK Technical College for district-level approval **by June 15, 2017. Applications will not be accepted after this date.**
2. **Externs must turn in a post-training summary along with a Work Record Time Sheet, signed by the employer verifying hours worked**. The hours worked on the time sheet and Professional Development Activity Agreement should match.
3. Externs must complete Professional Development Follow-up Form to receive professional development points.

Professional Development Activity Agreement

The Suwannee County School District develops this agreement with:

Section A

Name: _____ Position: _____

School: _____ Phone: _____

Address: _____

City Zip Code

For a professional development activity:

Working as: _____

(Job Description/Externship Position)

For: _____ _____

(Business) (Owner or Supervisor)

_____ _____

Owner/Supervisor Signature Date

Between the dates of 7/1/17 and 7/31/17 for a total of _____ hours.
(Not to exceed 40 Hours)

Rate of pay will be **$10.00** per hour. Professional Development will be paid from Career and Adult Education project funding source (Carl D. Perkins).

I hereby certify that I do not have an existing employment relationship with the employer/business partner or the direct supervisor of this teacher externship. I also certify that I am not related by blood or marriage to the employer/business partner or the direct supervisor of the externship.

_____ _____

Extern ID Number

Extern must provide a signed time sheet in order for payment to be processed.

_____ _____

Principal Date Approved

_____ _____

Superintendent Date Approved

_____ _____

Director of Career, Technical, and Adult Education Date Externship Completed

Work Record Time Sheet for Teacher Externship

Teacher: _____ **ID#:** _____

Employer: _____ **Contact/Phone #:** _____

Date	Beginning Time	End Time	Hours Worked	Tasks Performed
		Total Hours		

Intern's Signature: _____ **Date:** _____

Employer's Signature: _____ **Date:** _____

Updated 5/8/2017

RIVEROAK
TECHNICAL COLLEGE

415 SW Pinewood Drive | Live Oak, Florida 32064 | P 386-647-4200 | F 386-364-4698

MEMORANDUM

TO: Ted Roush, Superintendent of Schools TR BB

FROM: Mary Keen, Principal, RIVEROAK Technical College

THRU: Vickie DePratter, Chief Financial Officer VD
Dr. Bill Brothers, Assistant Superintendent of Administration BB

DATE: May 11, 2017

RE: Agenda Item for May 23, 2017, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following contract/agreement: NEW

#2017-101 Career and Technical Education Tallahassee Community College and Suwannee County Board Career Pathways Articulation Agreement 2016-2017 – High School Career Pathways Course Options – Administrative Office Specialist, Allied Heath, Digital Design, Nursing Assistant, Acute and Long Term Care.

BACKGROUND:

The above listed agreement is a method of granting college level course credit for learning and skills as part of secondary school instruction for students enrolling at Tallahassee Community College.

Career and Technical Education
Tallahassee Community College & Suwannee County School Board
Career Pathways Articulation Agreement
2016-2017

Articulation is a method of granting college level course credit for learning and skills accomplished as part of secondary school instruction. The secondary school and Tallahassee Community College (TCC) will maintain the integrity of their separate programs and enter into this agreement as cooperating educational institutions.

TCC will work with the high school to establish Career Pathways to serve Career and Technical Education (CTE) students. Agreement will be developed during the year, and this agreement will be amended as agreements are completed.

Student Qualifications
Students must meet all TCC admission requirements and present evidence of the following:

1. Successful completion of the articulated secondary technical program of study with a grade of 2.5 (on a 4.00 scale) or better.

2. Graduation from secondary school no more than 18 months prior to enrollment at Tallahassee Community College.
    a. Students may be subject to taking the College's placement test.

3. Enrollment in an A.S. or certificate program appropriate to the credit to be awarded for the specified exemption exam or industry certification. Completion of 9 credit hours in the A.S. or certificate program is required in order for the career pathway credit to be applied to the college transcript.

Procedure

1. The secondary school instructor provides evidence of completion to the district Career and Technical Education contact who forwards the information to the TCC's Career Pathways contact.

2. TCC's Career Pathway Specialist will issue a letter to students who have successfully completed the secondary Career Pathway program as reported by the district Career and Technical Education contact informing students of the Career Pathway articulation agreement opportunities.

Conditions of Agreement

1. Suwannee County School faculty members and TCC faculty members will review course textbooks, syllabi, and other institutional materials as needed in order to develop articulated programs of study.

2. Suwannee County Schools and TCC will review the list of articulated programs of study annually. Changes will be made as necessary based on changes in program offerings and outcomes.

3. Suwannee County Schools and TCC will cooperate in publicizing this program to secondary school students in order to ensure that they are aware of these opportunities.

4. TCC will not charge tuition for any courses for which a student receives articulated credit.

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

This agreement will remain in effect and will be reviewed annually by the articulation committee and incorporated into the dual enrollment articulation agreement. The articulation committee will be composed of the Vice President for Academic Affairs of Tallahassee Community College, Dean of Business, Industry and Technology for Tallahassee Community College, District Representative for Suwannee County Schools, the TCC Career Pathways Specialist and others as so designated.

SUWANNEE COUNTY HIGH SCHOOL CAREER PATHWAYS

High School Career Pathways Course Options	Assessment	Total Possible Credits	TCC A.S. Degree or Certificate
Administrative Office Specialist -8207310 Digital Information Technology -8212110 Administrative Office Technology 1 -8212120 Business Software Applications 1 -8209510 Digital Design 1 -8212410 Administrative Office Technology 2 -8212420 Administrative Office Technology 3 -8212160 Business Software Applications 2	-Completion of the high school Administrative Office Specialist Program **And** -Microsoft Office certifications	Pathway credits awarded as: -Microsoft Office Master MICRO017 (Up to 9 credits depending on the MOS cert.) **And** - CGS2100 Computer Competency (3 credit hours) **Up to 12 total college credit hours**	-Office Administration, A.S. **And/Or** -Office Management Certificate

High School Career Pathways Course Options	Assessment	Total Possible Credits	TCC A.S. Degree or Certificate
Allied Health -8417100 Health Science Anatomy & Physiology -8417110 Health Science Foundations -8417131 Allied Health Assisting 3	-Completion of the high school Allied Health Assisting Program	Pathway credit hours awarded as: -HSC2531 Medical Terminology (3 credit hours) **And** -EMS1059C First Responder Credential (3 credit hours) **Up to 6 total college credit hours**	-Health Information Technology, A.S. **And/Or** -Health Informatics Specialist Certificate **And/Or** -Medical Coding and Billing Specialist Certificate **And/Or** -Emergency Medical Services, A.S. **And/Or** -Emergency Medical Technician Certificate

High School Career Pathways Course Options	Assessment	Total Possible Credits	TCC A.S. Degree or Certificate
Digital Design -8207310 Introduction to Information Technology -8209510 Digital Design 1 -8209520 Digital Design 2	-Completion of the high school Digital Design program **And** -CIW Master Designer PROSO004 **Or** -Adobe Certified Associate Certificate(s)	Pathways credit hours awarded as: -CIW Master Designer cert. Professional Elective (3 credit hours) **And** -CGS1060 Computer and Internet Literacy Exemption Exam towards electives (3 credit hours) -PGY2801C Photoshop (3 credit hours) **And** -Up to 3 credit hours applied to program courses depending on Adobe certification presented **Up to 12 total college credit hours**	-Graphic and Web Technology, A.S. **And/Or** -Graphic Design Support Certificate

High School Career Pathways Course Options	Assessment	Total Possible Credits	TCC A.S. Degree or Certificate
Nursing Assistant, Acute and Long Term Care -8417100 Health Science Anatomy & Physiology -8417110 Health Science Foundations -8417211 Nursing Assistant 3	-Completion of the high school Nursing Assistant program **And** -CPR, Emergency Medical Responder EMR NREMT003	Pathways credit hours awarded as: -HSC2531 Medical Terminology Exemption Exam (3 credit hours) - EMS1059C First Responder Credential (3 credit hours) **Up to 6 total college credit hours**	-Emergency Medical Services (EMS) A.S. **And/Or** -Emergency Medical Technician Certificate

IN WITNESS WHEREOF, the School Board of Suwannee County, Florida and The District Board of Trustees, Tallahassee Community 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.

4/17/17
Date

Chair, The District Board of Trustees,
Tallahassee Community College, Florida

4/17/17
Date

President, Tallahassee Community College

Date

Chair, Suwannee County School Board

Date

Superintendent, Suwannee County School District

Date

Career & Technical Education Coordinator, Suwannee County Schools

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

SUWANNEE COUNTY SCHOOL DISTRICT

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DISTRICT 5
LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools TR/BB

FROM: Mark A. Carver, Director of Facilities MAC

THRU: Walter Boatright, Director of Human Resources WB
Vickie DePratter, Chief Financial Officer VMD
Lisa Dorris, Director of Food Service LD

DATE: May 4, 2017

RE: Agenda Item for May 23, 2017, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of two (2) additional Day Laborers for summer projects.

BACKGROUND:

Due to extensive painting and renovation requests for Food Service, two (2) additional Summer Day Laborers will be needed. The additional salaries will be funded through Food Service.

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BOARD ATTORNEY

MEMORANDUM

TO: Ted Roush, Superintendent of Schools TR BB

FROM: Chris P. Landrum, Director of Transportation CPL

THRU: Walter Boatright, Director of Human Resources
Vicki Music DePratter, Chief Financial Officer

DATE: May 8, 2017

RE: Agenda Item for May 23, 2017, Regular School Board Meeting

RECOMMENDATION:

The Director of Transportation recommends approval of four school bus drivers and four attendants to transport ESE students attending summer school in Suwannee County Schools pending student participation.

BACKGROUND:

Positions for ESE summer program, requiring bus drivers and attendants, pending student participation.

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BOARD ATTORNEY

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools TR/BB

FROM: Walter Boatright, Director of Human Resources WB

THRU: Bill Brothers, Assistant Superintendent of Administration BB
Janene Fitzpatrick, Assistant Superintendent of Instruction JF
Vickie DePratter, Chief Financial Officer VM P/B

DATE: May 15, 2017

RE: Agenda Item for the May 23, 2017, Regular Meeting

RECOMMENDATION:

The Superintendent recommends approval to overlap two contracts for the BHS Principal position upon recommendation and acceptance by the applicant. The overlap will be approximately one month and will end June 30, 2017.

BACKGROUND:

Dr. Wilkerson will be transitioning into his new role as Principal at SMS in the next few weeks. This overlap will provide valuable time for the new principal to plan for the upcoming school year at BHS. The new BHS principal has not been selected at this time.

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LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools TR/BB

FROM: Walter Boatright, WB Director of Human Resources

DATE: May 8, 2017

RE: Personnel Changes List for May 23, 2017, Regular Meeting

RECOMMENDATION:

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

SUWANNEE COUNTY SCHOOL BOARD
Personnel Changes
May 23, 2017

TO: District School Board of Suwannee County
FROM: Ted Roush
Ted Roush, Superintendent of Schools

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

RESIGNATIONS: INSTRUCTIONAL:

Branford High School:
Elaine G. Sauerman, Teacher, effective June 7, 2017

Suwannee Elementary School:
Vicky Vaught, Teacher, effective June 7, 2017

Suwannee High School:
Crystiana Butler, Teacher, effective June 7, 2017

RESIGNATION: NON-INSTRUCTIONAL:

Suwannee Middle School:
Kaela Shay, ESE Paraprofessional, effective April 24, 2017

RECOMMENDATIONS: INSTRUCTIONAL:

Branford High School:
Gretchen Rasdorf, Teacher, temporary, effective April 24, 2017
REPLACES: Ana Delgado

District Office:
Lisa Pennington, Staffing Specialist, effective May 15, 2017
REPLACES: Alicia Poole

RIVEROAK Technical College:
Heather Barton, Teacher, 12 month – non-certificated, effective May 1, 2017
REPLACES: June Guy

LEAVE OF ABSENCE (FMLA):

Suwannee High School:
Carmen Reyes, tentatively May 25, 2017 through June 30, 2017, without pay, with the option of returning sooner if released by the doctor.

LEAVE OF ABSENCE (PERSONAL LEAVE):

Suwannee Intermediate School:
William Harris, Teacher, tentatively May 9, 2017 through June 6, 2017 without pay, with the option of returning sooner.

SUSPENSIONS:

Branford High School:
Ana Delgado, Teacher, effective May 24, 2017, without pay, pending the outcome of the hearing.

Suwannee High School:
Lynda Owens, Teacher, effective May 24, 2017 through June 6, 2017, with pay.

SUPPLEMENTARY:

NAME	POSITION	LOCATION
Emily Bass	Planning Period	SHS
Michael Braun	Planning Period	SHS
Rayanna Johnson	Girls Track Assistant Coach	SHS
Carl Manna	Planning Period	BHS
Vanessa Menhennett	Planning Period	SHS
Kevin Mercer	SkillsUSA	RTC
Kimberly Tuvell	Planning Period	SHS

MISCELLANEOUS:

Approval for Alan Bonds to work up to 200 additional hours for administrative transition at Suwannee Middle School

Approval for the following to work additional hours in the month of June, not to exceed 152 hours each:

Leah Harrell	Keith Stavig	James Wilson
Debra Land	Kelli Williams	

Approval for Jessica Wagner and Cara Howard to work up to 12 additional hours for Pre-K registration at Branford Elementary School

Approval for the following Food Service personnel to work up to 10 hours each for the Horizon Software rollover:

Pamela Carver	Georgia Chancey	Lisa Fortner	Rosanna Holtzclaw
Reba Hurst	Rebecca Kirby	Tammie Warner	

RECOMMENDATION: NON-INSTRUCTIONAL/SCHOOL RELATED:

District Office:
Leigh Fernald, Administrative Support Specialist-Food Service/Federal Programs, effective April 27, 2017
REPLACES: Marilyn Sapp

TRANSFER/REASSIGNMENT:

NAME	FROM: SITE/POSITION	TO: SITE/POSITION	EFFECTIVE	REPLACES
Lynn Peaden	BHS/ESE Paraprofessional	SHS/ESE Paraprofessional	05/01/2017	Gretchen Rasdorf

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

Facilities:
Russell Landen, Facilities Technology Technician, April 20, 2017 for a total of 4 hours.

LEAVE OF ABSENCE (FMLA):

Transportation:
James Stratton, tentatively April 18, 2017 through June 2, 2017, without pay, with the option of returning sooner if released by the doctor.

SUSPENSION:
Yvette Perez, Paraprofessional, May 4, 2017 and May 5, 2017, without pay.

STUDENT WORKER:
Emilee Cannon RTC/Early Childhood Education/My Play School

SUBSTITUTE:

The following as Substitute Bus Attendants:
Twanda Bryant
Iva Cannon
Samantha Kaczmarek

The following as a Substitute Bus Driver:
Lawrence Becerra

VOLUNTEERS:

Carrie Allbritton
Christy Arrington-Curl
Megan Baan
Melissa Barrs
Karen Bass
David Brantley
Jason Brantley
Debra Brown
Ernest Butler
Jennifer Butler
Shanetra Butler
James Cannon
Lacey Cannon
Smera Clayton
Ryan Combee
Brian Corbin
Edwynna Crisp
Justin Curl
Ryan Combee
Brian Corbin
Piper O'Neal
Edwynna Crisp
Justin Curl

Samuel Chouinard
Allen Dalton
Gina DeChant
Melissa Diaz
Krystin Fee
Rashard Fleming
Chad Hurst
Greg Hill
Cara Howard
Chad Hurst
Mary Hygema
Victoria Jensen
Perpetua Jimenez
Rodney Leak
Kandace Lindblade
Roy Lindblade
Rose Mancusi
Christopher Menhennett
Timmi-Shane Miley
Kathryn Miller
Angela Mosley
Pam Nobles
Lugeena Oney
Brenda Oney
William Koon

Fred O'Quinn
Adrianne O'Steen
Tiffani Owens
Jessy Phifer
Robert Pinnell
Eilin Principe
Jamie Riggs
Laura Robinson
Steven Rogers
Shannon Rubino
Tierney Russ
Brady Shaw
Mary Jane Simone
Franklyn Simmons
Benjamin Smith
Mary Stone
Nicole Stratton
Angela Thomas
Heather Thompson
Shelby Thompson
Tiffany Turnage
Damon Van Brocklin
Brent Wainwright
Dana Wainwright
Timothy Wiggins

End of List
2016-2017
School Year

SUMMER TERM 2016-2017

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

The following Summer Day Laborers:

Facilities Department

Bo Cameron	Spencer Crain	Devin Hingson
Jesse Carver	Matthew Ernst	Dustin Lane
Ian Cashmore	Braxton Furry	Frank Smith
Jeffery Clayton	John Garrison	Larry Tomlin

Food Service/Facilities Department

Dylan Brown
Kellan Law

Food Service Department:

Jenna Chancey, 7 hour Food Service Worker, Summer Program
Ashley Jenkins, 7 hour Food Service Worker, Summer Program
Katrina Johnson, Food Service Manager, Summer Program
Wendy Jones, 7 hour Food Service Worker, Summer Program
Janice Lee, Food Service Manager, Summer Program
Gloria Presley, 7 hour Food Service Worker, Summer Program
Rhonda Tillman, 7 hour Food Service Worker, Summer Program
Amelia Warner, Food Service Monitor, Summer Program
William Yates, Food Service Monitor, Summer Program

SUBSTITUTES:

Food Service

Debbie Ibarra, Summer Program
Leslie Kurtz, Summer Program

End of List
Summer School
2016-2017
School Year

RECOMMENDATIONS FOR THE 2017-2018 SCHOOL YEAR:

ADMINISTRATIVE:	TERM
Susan Bass, Coordinator of Data, Assessment, and Accountability	12
J. Walter Boatright, Jr., Director of Human Resources	12
Bill Brothers, Assistant Superintendent of Administration	12
Ethan Butts, Assistant Director of Facilities	12
Mark Carver, Director of Facilities	12
Jimmy Cherry II, Assistant Director of Transportation	12
Vickie DePratter, Chief Financial Officer	12
Lisa Dorris, Director of Food Service	12
Janene Fitzpatrick, Assistant Superintendent of Instruction	12
Leah Harrell, Coordinator of Exceptional Student Education	12

Michele Howard, Coordinator of Health Service and Attendance	11
Mary Keen, Director of Career, Technical, and Adult Education	12
Debra Land, Director of Student Services	12
Christopher Landrum, Director of Transportation	12
John Olson, Director of Curriculum and Instruction	12
Sherry Peppers, Assistant Chief Financial Officer	12
Austin Richmond, Assistant Director of Human Resources	12
Kecia Robinson, Coordinator of School Improvement/Title I	12
Elizabeth Simpson, Lead School Psychologist/Multi-Tiered System of Support (MTSS) Facilitator	12
Keith Stavig, Coordinator of District K-12 Technology	11
Joshua Williams, Director of Information Technology	12
Kelli Williams, Coordinator of District PD and K-12 Reading/Title II	11
James Wilson, Coordinator of District K-12 Math	11

SCHOOL ADMINISTRATORS:

	TERM:
Branford Elementary School:	
Jennifer Barrs, Principal	12
Stephanie Busch, Assistant Principal	12
Branford High School:	
Katrina Walker-Bius, Assistant Principal	12
Suwannee Elementary School	
Amy Boggus, Principal	12
Keri Bean, Assistant Principal	12
RIVEROAK Technical College	
Mary Keen, Principal	12
Julia Ulmer, Coordinator of CTE Student and Community Affairs	12
Suwannee High School:	
Malcolm Hines, Principal	12
Tamara Boggus, Assistant Principal	12
Ronnie Gray, Assistant Principal	12
Angelia Stuckey, Assistant Principal	11
Suwannee Intermediate School:	
Gary Caldwell, Principal	12
Jennifer Beach, Assistant Principal	12
Suwannee Middle School:	
Jimmy Wilkerson, Principal	12
Laura Williams, Assistant Principal	12
Suwannee Primary School:	
Marsha Tedder, Principal	12
Lisa Garrison, Assistant Principal	12
Suwannee Virtual School:	
Diedre McManaway, Principal	12

RETIREMENT:

Transportation:
Ernestine Pat Fleming, Administrative Secretary I, effective October 18, 2017

RECOMMENDATIONS: INSTRUCTIONAL

CONTRACT RECOMMENDATIONS:

ANNUAL CONTRACTS:

	Term
District Office/Student Services:	
Lisa Pennington	11
Lacey Van Etta	10
Branford Elementary School:	
Tracy Combee	10
RIVEROAK Technical College:	
**Heather Barton	12
**Katie Miller	12
**Traci Thompson	12
**Traci West	12
Suwannee Elementary School:	
Kimberly Jennings	10
Suwannee High School:	
Isaac Chandler	10
**Ashley Cato Conner	10
**Holly Gamble	10
Elisa Hall	10
Jerry Jolicoeur	10
Dinah Mayne	10
Suwannee Middle School:	
Trudy Benson	10
Alexi Wilson	10
Suwannee Primary School:	
Brittani Law	10

**Non-certificated

Professional Service Contract (Renewal):

Suwannee Elementary School:	
Matthew Campbell	10

Suwannee High School:	
Annette Kinsey	10
Suwannee Virtual School:	
Angela Hester	10
Nancy Nielsen	12

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

The following contract and term status are granted as indicated below:
Job titles are 2017-2018 appointments and for placement on a salary schedule:

Name	Position	Contract	Term
District Office:			
*Karen Bates	Payroll Supervisor	C	12
*Janice Benzing	Homeless Advocate	C	12
Marsha Brown	Employee Benefits Specialist	A	12
Melanie Buchanan	District Secretary	C	12
*Mary Chaney	Secretary/Textbook and Certification	C	12
*Sarah Chauncey	Personnel Specialist	C	12
*Leigh Fernald	Admin. Support Specialist-Food Service/Federal Programs	INT C	12
*Claire Green	Administrative Secretary	C	12
Keith Jackson	Occupational Therapist Assistant	A	10
Teresa Jones	Employee Benefits Specialist	C	12
*Karen Lager	Secretary to the Superintendent	C	12
*Karen Minton	Accounts Payable Specialist	C	12
*Robinette Odom	Secretary, Administrative I	C	12
Rosa Perez	Custodian	INT C	12
*Debra Ross	Secretary for Administration	C	12
*Tylyn Stansel	Secretary, Administrative I	C	12
Juana Torres	Migrant Education Recruiter/Advocate	C	12
*Confidential employee			
Branford Elementary School:			
Teresa Allen	Media Clerk	C	10
Sara Benson	Pre-K Paraprofessional	A	09
Michelle Bozeman	Paraprofessional	A	09
Kimberly Clyatt	Pre-K Paraprofessional	A	09
Kelly Davidson	Paraprofessional	C	09
Staci Feeney	Paraprofessional	C	09
Dave Guyton	Custodian	C	12
Amanda Harris	School Secretary	C	12
Belinda Horn	Paraprofessional	C	09
Cara Howard	Pre-K Paraprofessional/Lead CDA	C	09
Lacey Humphries	Paraprofessional	A	09
Anthony Jackson	Head Custodian	C	12
Erica Jordan	Custodian	C	12
Karen Knighton	Paraprofessional	C	09
Jenny McCook	Paraprofessional	C	09
Pamela Norton	Pre-K Paraprofessional/Lead CDA	C	09

Magaly Ocampo	ELL Paraprofessional	A	09
Brenda Raulerson	Paraprofessional ESE	C	09
Sharon Richardson	Registrar	C	12
*Mary Roberts	School Bookkeeper	C	12
Wendy Stines	Paraprofessional	C	09
Yvonne Topham	Paraprofessional	C	09

*Confidential employee

Branford High School:

Jerri Byrd	Media Clerk	C	10
Cathy Carter	Custodian	A	12
Sharon Cregg	Custodian	C	12
*Tracy Delegal	School Bookkeeper	C	12
Daphine Harden	Paraprofessional	C	09
Travis Howard	Paraprofessional	A	09
Martha Jones	Paraprofessional	A	09
Cheri Kennedy	ESE Paraprofessional	A	09
Michelle Lambert	Paraprofessional	C	09
Andrea Lanier	ESE Paraprofessional	C	09
Lynn Peaden	ESE Paraprofessional	A	09
Lauri Reaves	School Secretary	C	12
John Stancel	Custodian	C	12
Roger Terry	School Secretary/Data Entry	C	12
Karen Tucker	Head Custodian	C	12
DeborahYates	ESE Paraprofessional	C	09

*Confidential employee

Facilities Department:

Timothy Bass	Maintenance Man I	C	12
K. Doug Bates	Facilities Assistant/Project Manager	C	12
John Betz	Maintenance Man II	A	12
James Bryan	Maintenance Man I	C	12
Maurice Copeland	Landscape Foreman	C	12
John Garrison	Assistant Grounds Foreman	C	12
Mercedes Gervacio	Custodian	INT C	12
Michael Hall	Maintenance Man I	A	12
Christina Hamlin	Administrative Secretary I	A	12
Kevin Hingson	Assistant Foreman Facilities	C	12
Matthew Hingson	Maintenance Man I	C	12
Jon Hunsinger	Maintenance Man I	C	12
Russell Landen	Facilities Technology Technician	C	12
George Langford	Maintenance Man I	C	12
Levi McCall	Groundskeeper	C	12
Daniel Monroe	Groundskeeper	C	12
Terry Murray	Air Conditioning/Electrical Specialist	C	12
Lorraine Musgrove	Facilities Assistant	C	12
Terry Richardson	Painter	C	12
Tyler Smith	Groundskeeper	C	12
Katlin Westrich	District Secretary	A	12
Kevin Williams	Groundskeeper	A	12

Food Service:

Leona Ash	Assistant Food Service Manager	C	09
Sharlie Bailey	Food Service Worker-3 hr.	PT	09
Terrie Baker	Food Service Worker-8 hr.	C	09
Teresa Brannan	Food Service Worker-8 hr.	C	09
Shanda Campbell	Food Service Worker-6 hr.	C	09
Pamela Carver	Food Service Manager	C	09
Georgia Chancey	Food Service Manager	C	09
Jenna Chancey	Food Service Worker-3 hr.	PT	09
Kimberly Choe	Assistant Food Service Manager	A	09
Crystal Cox	Food Service Worker-6 hr.	A	09
Deborah Crawford	Food Service Worker-8 hr.	C	09
Leah Cribb	Food Service Worker-3 hr.	PT	09
Doug Dale	Food Service Worker-8 hr.	A	09
Mary DeHart	Food Service Worker-8 hr.	C	09
Carolyn Dexter	Food Service Worker-8 hr.	C	09
Annie Folsom	Food Service Worker-8 hr.	C	09
Lisa Fortner	Food Service Manager	INT C	09
Lisa Fralick	Food Service Worker-8 hr.	C	09
Yamile Gafas	Food Service Worker-6 hr.	A	09
Toni Vargas-Garcia	Food Service Worker-6 hr.	A	09
Jennifer Gaskins	Food Service Worker-8 hr.	A	09
Mattie Herring	Food Service Worker-8 hr.	A	09
Linda Hingson	Food Service Worker-8 hr.	C	09
Renee Hoch	Food Service Worker-3 hr.	PT	09
Shirley Holland	Food Service Worker-8 hr.	A	09
Rosanna Holtzclaw	Food Service Manager	C	09
Katherine Howard	Food Service Worker-6 hr.	C	09
Jennifer Hurst	Food Service Worker-3 hr.	PT	09
Reba Hurst	Food Service Manager	A	09
Irina Hutchison	Food Service Worker-3 hr.	PT	09
Deborah Ibarra	Food Service Worker-6 hr.	INT C	09
Ashley Jenkins	Food Service Worker-3 hr.	PT	09
Carol Jenkins	Food Service Worker-3 hr.	PT	09
Cindy Johnson	Administrative Secretary I	C	12
Katrina Johnson	Assistant Food Service Manager	C	09
Wendy Jones	Assistant Food Service Manager	INT C	09
Nannette Kimbro	Assistant Food Service Manager	C	09
Rebecca Kirby	Food Service Manager	C	09
Deborah Konecki	Food Service Worker-3 hr.	PT	09
Robin Krause	Food Service Worker-3 hr.	PT	09
Leslie Kurtz	Food Service Worker-3 hr.	PT	09
Janice Lee	Assistant Food Service Manager	C	09
Evelin Najera	Food Service Worker-6 hr.	C	09
Paul Otterbine	Food Service Worker-8 hr.	INT C	09
Karen Parson	Food Service Worker-3 hr.	PT	09
Uriel Perez	Food Service Worker-3 hr.	PT	09
Gloria Presley	Food Service Worker-3 hr.	PT	09
Melanie Rickett	Assistant Food Service Manager	C	09
Donna Rightmire	Food Service Worker-3 hr.	PT	09
Dawn Shearer	Food Service Worker-8 hr.	A	09
Rhonda Tillman	Food Service Worker-6 hr.	INT C	09
Lucille Turner	Food Service Worker-6 hr.	C	09

Edith Underwood	Food Service Worker-8 hr.	C	09
Julie Verdegem	Food Service Worker-8 hr.	A	09
Amelia Warner	Food Service Worker-8 hr.	INT C	09
Carol Warner	Assistant Food Service Coordinator	C	12
Tammie Warner	Food Service Manager	C	09
Vicki Waters	Food Service Worker-8 hr.	C	09
Stephanie Whittington	Food Service Worker-8 hr.	C	09
Teresa Williams	Food Service Worker-8 hr.	C	09
Amanda Williamson	Food Service Worker-3 hr.	PT	09
William Yates	Food Service Worker-8 hr.	INT C	09

Information Technology Department:

Donna Bass	Administrative Secretary	C	12
Stewart Fissell	Information Technology Technician	C	12
Brian Gollery	Information Technology Technician	C	12
Bruce Kinsey	Information Technology Technician	A	12
Kelly Philmore	Network Specialist	C	12
Natasha Pittman	Software Specialist	C	12
Evan Saunders	Information Technology Technician	C	12
Edmund Thompson	Information Technology Technician	A	12

School Nurses:

Goldie Fralick	School Nurse	C	10
Kelly Melland	School Nurse	A	10
Patricia Nixon	School Nurse	C	10
Shalenthia Reynolds	School Nurse	C	10
Mary Katherine Sellgren	School Nurse	C	10

Suwannee Elementary School:

Tanya Crain	Paraprofessional	C	09
Julia Davidson	Paraprofessional	INT C	09
Marilynn Eaken	School Secretary	C	12
Tamara Felton	Paraprofessional	A	09
Antwann Ford	Custodian	A	12
*Kay Glass	Administrative School Secretary	A	12
*Patricia Hines	School Bookkeeper	C	12
Cheryl Ann Jackson	Media Clerk	C	10
Cathy Jerkins	Paraprofessional	INT C	09
Keith Johnson	Custodian	C	12
JoAnn LeDew	ESE Paraprofessional	C	09
Heather Marshall	Paraprofessional	INT C	09
Jennifer McMillan	Paraprofessional	INT C	09
Jessica Melgar	Paraprofessional	C	09
Natalia Morales Ortega	Paraprofessional	A	09
Nellie Pate	Paraprofessional	C	09
Vernita Reed	Head Custodian	C	12
Ashley Reeves	ESE Paraprofessional	C	09
Kristin Register	Paraprofessional	C	09
Tralene Sasso	Paraprofessional	C	09

*Confidential employee

RIVEROAK Technical College:

Richard Allen	School/Community Liaison	C	12
Richard Calvitt	Financial Aid Coordinator	C	12
Virginia Crews	Paraprofessional	C	09
Robert George	Head Custodian	C	12
Laura Hernandez	School Secretary	C	12
Claudies Ivey	Custodian	C	12
Tammy Johns	School Secretary	C	12
Ashley Kirby	Pre-K Paraprofessional/Lead CDA	C	09
*Tommy Miller	School Bookkeeper	A	12
**TaTrease Sapp	Paraprofessional	C	09
John Sinclair	Paraprofessional	C	09
*Dana Tidwell	Administrative Secretary I	C	12
Terry Vickers	Community Relations Specialist	A	12

*Confidential employee
** Paid by ABE Grant

Suwannee High School:

Kathleen Aukerman	Administrative Secretary	C	12
Carla Blalock	Media Clerk	C	10
Viola Brown	Custodian	C	12
Justin Bruce	ESE Paraprofessional	A	09
Keith Cherry	ESE Paraprofessional	A	09
*Heather Crotty	School Bookkeeper	C	12
David Daniels	Custodian	C	12
Annah Davis	Interpreter	A	09
Nahjawan Dukes	ESE Paraprofessional	A	09
Linda Goodman	Custodian	C	11
A. Lloyd Jackson	Head Custodian	C	12
Jimmy Jackson	Security Guard	C	12
Karen Jackson	Attendance Clerk	C	10
Brant Jessup	Paraprofessional	A	09
Brenda Johnson	Custodian	A	12
Kelli McManaway	ESE Paraprofessional	A	09
Yvette Perez	Migrant Paraprofessional	C	10
Gretchen Rasdorf	Paraprofessional	C	09
Christopher Ringlein	Custodian	A	12
Janette Schenck	ESE Paraprofessional	C	09
Tammy Turner	Paraprofessional	C	09
Kelly Wiggins	ESE Paraprofessional	C	09
Laketha D. Wilson	School Secretary	C	12
Kasey Wynn	Administrative School Secretary	A	11

*Confidential employee

Suwannee Intermediate School:

Lori Alban	School Secretary	C	11
Christina Batton	ESE Paraprofessional	C	09
Crystal Gill	Paraprofessional	INT C	09
*Tina Colvin	School Bookkeeper	C	12
Michael Herring	ESE Paraprofessional	C	09
Shari Lynn Herron	ESE Paraprofessional	C	09
Naela Jimenez	Pre-K Paraprofessional	C	12
James Johnson	Custodian	A	12
Dona E. Norris	Media Clerk	C	10
Timothy Rickett	Custodian	C	12
Mayra Salazar Villa	Paraprofessional	INT C	09
Tiffany Sanders	Paraprofessional	C	09
Lori Smith	Head Custodian	C	12
Monica Sauer	Paraprofessional	A	09
Holly Setzer	Paraprofessional	C	09
Amy Steed	Paraprofessional	C	09
Pamela Taylor	Paraprofessional/Interpreter	INT C	09
Ronald Tucker	Paraprofessional	C	09
Erin Vogel	School Secretary	C	12

*Confidential employee

Suwannee Middle School:

D. Evelyn Aue	School Secretary	C	12
Amanda Bartley-Ramirez	Paraprofessional	C	09
Pamela Caruso	Custodian	C	12
Deborah Davis	Paraprofessional	A	09
Cynthia Ford	Custodian	C	12
Sandra Fountain	Head Custodian	C	12
Debra Hodges	Paraprofessional	C	09
Verhonda Morris	ESE Paraprofessional	A	09
Glenda Jody Musgrove	Media Clerk	C	10
Theresa Owens	Paraprofessional	C	09
Yaniris Perez	Paraprofessional	A	09
Kathleen Shea	Administrative School Secretary	C	12
Lisa Shuler	Custodian	C	12
Elizabeth Smith	Paraprofessional	C	09
Naomi Spears	Custodian	C	12
Linda Strait	Clerk	A	11
Barbara Tucker	ESE Paraprofessional	C	09
Jacquelyn Wiggins	ESE Paraprofessional	C	09
Amanda Williams	Paraprofessional	C	09
Carla Williams	General Receptionist	C	11
Herbert Williams	Custodian	C	12
Kayla Williamson	Paraprofessional	INT C	09

*Confidential employee

Suwannee Primary School:

Ila F. Allen	Paraprofessional	C	09
LaDonna Baker	Paraprofessional	C	09
June Bashaw	Paraprofessional	INT C	09
Marolyn Black	Paraprofessional	C	09
Tara Brock	Pre-K Paraprofessional/Lead CDA	C	09
Gail Butler	ESE Paraprofessional	C	09
Kadie Butler	ESE Paraprofessional	C	09
Misty Cashmore	Paraprofessional	INT C	09
Melanie Chambliss	Secretary/Administrative Aide	C	12
Denise Chandler	Paraprofessional	C	09
Linda Cheshire	Paraprofessional	C	09
Traci Davis	Pre-K Paraprofessional/Lead CDA	INT C	09
Tenlee DeLoach	Pre-K Paraprofessional	C	09
Jody Ellison	Head Custodian	C	12
Alice Gambel	Paraprofessional	C	09
*Debra Gamble	School Bookkeeper	C	12
Meredith Garrison	Paraprofessional	A	09
Mayra Gonzalez	Paraprofessional	C	09
Janet Good	Paraprofessional	INT C	09
Laritta Hunter	Pre-K Paraprofessional/Lead CDA	INT C	09
Imelda Jaramillo	Pre-K Interpreter/Parent Liaison	C	12
Nancy Jernigan	ESE Paraprofessional	C	09
Amanda Kiser	Pre-K Paraprofessional/Lead CDA	INT C	09
*Roberta Kuyrkendall	Administrative School Secretary	C	12
Connie Little	School Secretary	C	12
Brittany Lock	Paraprofessional	INT C	09
Luvernia Lock	Pre-K Paraprofessional/Lead CDA	C	09
Vanessa Mares Isidro	Paraprofessional	INT C	09
Janice McCall	Pre-K Paraprofessional	C	09
Sarah McIntosh	Paraprofessional	C	09
Catherine Melton	Paraprofessional	A	09
Wildaly Nieves-Lopez	Paraprofessional	C	09
Hannah Ragan	Pre-K Paraprofessional	A	09
Josue Ramirez	Custodian	A	12
Logan Register	Paraprofessional	A	09
Marcia Riegel	Paraprofessional	INT C	09
Betty Riley	Paraprofessional	A	09
Debbie Ritchey	Custodian	C	12
Julie Skeen	Paraprofessional	INT C	09
Tara Smith	Paraprofessional	INT C	09
Kimberly Steichen	Paraprofessional	A	09
Drea Taylor	Pre-K Paraprofessional/Lead CDA	A	09
Geraldine Thomas	Paraprofessional	C	09
Alexander Torres	Custodian	A	12
Lori Torres	Paraprofessional	C	09
Dora Townsend	Pre-K Paraprofessional/Lead CDA	C	09
Rhonda Twilley	Paraprofessional	C	09
Ellawese Washington	Paraprofessional	C	09

Ronna Williams	Media Clerk	C	10
Stephanie Williams	Paraprofessional	C	09
Deanna Yott	Pre-K Paraprofessional/Lead CDA	C	09

*Confidential employee

Transportation Department:

Paula Anderson	Bus Driver	A	09
Tyrone Ansley	Bus Driver	INT C	09
David Barnes	Bus Driver	C	09
Sharon Lynn Bass	Bus Driver	C	09
David Beard	Bus Driver	C	09
Joetta Bennett	Bus Attendant	A	09
Kimberly Bennett	Bus Attendant	A	09
Timothy Bennett	Mechanic	A	12
Dorie Bingemann	Bus Driver	C	09
Sharna Blanco	Bus Driver	A	09
Charlen Bowdry	Bus Driver	A	09
Sharon Braun	Bus Driver	A	09
Alma Brown	Bus Driver	C	09
Edna M. Bryant	Bus Driver	C	09
Chinneta Butler	Bus Driver	C	09
LaRonda Butler	Bus Driver	INT C	09
Shateea Butler	Bus Driver	C	09
Jimmy Cannon	Bus Driver	A	09
Nisa Carlisle	Bus Driver	A	09
Luz Cartagena	Bus Driver	A	09
Tramane Carwise	Bus Attendant	A	09
Donna Cassan	Bus Driver	INT C	09
Sarah Chavis	Bus Driver	C	09
Brian Cioni	Bus Driver	A	09
Gary A. Colvin	Vehicle Maintenance Manager	C	12
Shawarren Cooks	Bus Driver	A	09
Daisy Couture	Bus Attendant	A	09
Carol Deas	Bus Driver	C	09
Eunice Dunmore	Bus Driver	C	09
Debra Durden	Crossing Guard	PT	09
Crystal Fernandez	Bus Driver	A	09
*Ernestine Fleming	Administrative Secretary I	C	12
Willie Charles Ford	Mechanic	C	12
Caren L. Fout	Bus Driver	C	09
Pauline Frazier	Bus Driver	C	09
Stacy Futch	Head Mechanic	C	12
Robin Garbett	Bus Driver	A	09
Eva Garitson	Bus Driver	A	09
Ana Gienger	Bus Driver	A	09
Toni Hansard	Bus Driver	C	09
Steven Hayes	Bus Driver	A	09
Teneshia Henderson	Bus Driver	INT C	09
Debra Hill	Bus Attendant	C	09
Carol Jenkins	Bus Driver	C	09
*Kelly Jenkins	Administrative Secretary I	C	12
Leon Kaczmarek	Bus Driver	A	09

Gina Knight	Bus Attendant	A	09
Scott Koehn	Mechanic	C	12
Robin Krause	Bus Driver	A	09
Kathy Laschanzky	Bus Driver	A	09
Monica Lorenz	Bus Driver	A	09
Mary Mais	Bus Driver	A	09
Haddie Mann	Bus Driver	C	09
Michael Martin	Bus Driver	C	09
Kristine Meyer	Bus Driver	C	09
Eva Moore	Bus Driver	C	09
Michael Munhall	Parts Inventory Clerk	INT C	12
Sandra Neely	Bus Driver	C	09
Shawn Neely	Bus Attendant	A	09
James Newport	Crossing Guard	PT	09
Larry Nikula	Crossing Guard	PT	09
Lynn Otterbine	Crossing Guard	PT	09
Monica Pitts	Bus Driver	C	09
Phyllis Postell	Bus Driver	C	09
Jack Powell	Bus Driver	A	09
Gloria Presley	Bus Driver	C	09
Stacy Ray	Mechanic	A	12
Cathy Reed	Bus Driver	A	09
David Reed	Mechanic	A	12
Earnestine H. Riley	Bus Driver	C	09
Joanne Ripley	Bus Driver	A	09
Sheila Rowden	Bus Driver	A	09
Synthia Schnaudigel	Bus Driver	C	09
James Stratton	Bus Driver	A	09
Janice Thompson	Bus Driver	C	09
Thawanna Tooten	Bus Driver	C	09
Linda Vanous	Bus Driver	A	09
Misty Voss	Bus Driver	C	09
Alice Wenig	Bus Driver	A	09
Robin Whitt	Bus Driver Trainer	A	12
Inez Williams	Bus Driver	C	09
Lakeisha Williams	Bus Driver	C	09
Amanda Williamson	Crossing Guard	PT	09

*Confidential employee

End of List
2017-2018
School Year