SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
October 12, 2021

AGENDA

Call to Order – Immediately following the Workshop

The Superintendent recommends approval to adopt the agenda.

1. The Superintendent recommends approval of the following contract/agreement for the 2021-2022 school year: (RENEWAL) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

   #2022-88 Agreement for Educational Staffing between Kelly Services, Inc. and Suwannee County School Board, Florida for substitute Teachers, Long Term Sub/Teacher, Paraprofessionals, Clerical, Retiree DROP Program Participants, Food Service Workers, and Custodians (*Renewal/Revised*) (Note: This contract replaces Contract # 2022-75, which was previously Board approved on July 27, 2021.) **(pgs. 2-23)**

2. The Superintendent recommends approval of the 2021-2022 Mental Health Application (Part I-Youth Mental Health Awareness Training Plan; and Part II-Mental Health Assistance Allocation Plan). (A copy is available in the office of the Director of Student Services.)

3. Human Resources Transactions **(pgs. 24-25)**

4. Discussion and possible action on the following motion that was tabled at the Regular Meeting on September 28, 2021:

   a. **Motion stated:** The Superintendent recommends approval of the following contract/agreement for the 2021-2022 school year: (RENEWAL) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

      #2022-86 Sentinel Scholars Collegiate Academy Pilot Memorandum of Understanding between North Florida College and Suwannee County School District for dual enrollment purposes (*Renewal/Revised*) **(pgs. 26-37)**

Adjourn

AGREEMENT FOR EDUCATIONAL STAFFING

THIS AGREEMENT, dated September 30, 2021, is between Kelly Services, Inc., a Delaware corporation authorized to transact business in Florida, 999 West Big Beaver Road, Troy, Michigan 48084, FEIN 38-1510762 ("Kelly"), and the Suwannee County School Board, FL, with its principal offices located at 1740 Ohio Avenue, South, Live Oak, FL 32064 ("Customer").

Background

A. The Customer properly issued a Request for Information Notification RFI No. 05-14/TW – Substitute Teaching Employment Services dated July 1, 2021 (the "RFI"), to which Kelly submitted a proposal, and then Customer properly issued an Invitation to Negotiate (ITN No. 6-14/TW) for Substitute Teaching Employment Services for Pre-K through 12th grade on an as-needed basis (the "education-related services") to which Kelly was invited to negotiate;

B. Based on the foregoing, the parties negotiated mutually agreeable terms as set forth herein.

C. The Recitals above are incorporated by reference into the Agreement below.

D. Now therefore, in consideration of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties acknowledge, Kelly and the Customer agree as follows.

1) DESCRIPTION, LOCATION AND PRICING OF SERVICES

Kelly will assign to the Customer Kelly temporary employees ("Assigned Employees"), through its service line, Kelly Educational Services, to provide education-related services, under the Customer's operational supervision, at the location(s) and for the pricing (and other related costs) described in Exhibit A attached hereto and incorporated herein by this reference (the "Services"). Additional services, if any, may be found in Exhibit C, the Statement of Work. Customer will be permitted to use the Exhibit in connection with its business operations, responses to public records requests, and other uses as required by law. If any services, functions or responsibilities not specifically described in this agreement are necessary for the proper performance and provision of the Services to the same extent and in the same manner as if specifically described herein.

2) KELLY GUARANTEE

Kelly guarantees that the Assigned Employees it places with the Customer will satisfactorily perform the services ordered by Customer. If not, Kelly will cancel charges for unsatisfactory services and furnish a replacement as soon as possible when the Customer has provided notice of its dissatisfaction within the first 16 working hours of an Assigned Employee's assignment. If Kelly receives notice after an Assigned Employee's first 16 working hours, Kelly will furnish a replacement as soon as possible, but not cancel the charges for the unsatisfactory services rendered prior to the Customer providing notice.

3) KELLY'S RESPONSIBILITIES

As the provider of staffing services, Kelly will be the employer of Assigned Employees, and will be responsible for the staffing services listed below.

(a) Recruit, select, and hire Assigned Employees (including assuring that all Assigned Employees have submitted a background check, in a manner prescribed by Customer as required by section 1012.465, Florida Statutes, it being understood that failure to comply with this provision shall be cause for immediate termination of this Agreement.)

(b) Place Assigned Employees according to Customer's requirements;

(c) Pay Assigned Employees their wages and provide them the benefits that Kelly offers to them as Kelly employees;

(d) Pay or withhold payroll taxes (e.g., FICA) and insurance premiums (e.g., Medicare) and fulfill its obligations for unemployment compensation (e.g., FUTA, SUTA);

(e) Provide workers' compensation benefits and coverage for Assigned Employees;

(f) Maintain Assigned Employees' personnel and payroll records related to their employment by Kelly;

(g) Comply with laws, rules or regulations applicable to providers of staffing services;

(h) Require Assigned Employees to agree in writing to protect the confidentiality of Customer's proprietary information;

(i) Require Assigned Employees to execute agreements that Customer requests with regard to intellectual property developed by them in performance of their work for Customer;

(j) Require Assigned Employees to acknowledge in writing that they have no right to participate in Customer's employee benefit plans;

(k) Require Assigned Employees to comply with all rules and policies of Customer (e.g., those relating to premises access and security); and

(l) Make legally required employment law disclosures to Assigned Employees

(m) Satisfying its obligations under the Immigration and Reform Control Act, and the state and federal laws regarding equal employment opportunity, and occupational safety and health;

(n) Offering the Hepatitis B vaccine upon employment to temporary employees whose job duties will involve a reasonable risk of exposure to bloodborne pathogens, providing such employees with general training relation to bloodborne pathogens and the universal precautions, and maintaining records required by OSHA regarding such training only, Kelly's offering of the Hepatitis B vaccine, and exposure incidents and post-exposure treatment.

(o) Not engaging subcontractors to provide temporary employees;

(p) Kelly will be the employer of temporary employees, and shall not by reason of their assignment to Customer through Kelly become employees of Customer.

4) CUSTOMER'S RESPONSIBILITIES

As the recipient of Kelly's temporary staffing services, the Customer will be responsible for controlling the environment in which Assigned Employees perform their work, the details of their work, and, teaching board-approved curriculum and approved lesson plans (if applicable) The Customer also will:

(a) Provide Assigned Employees with a safe and suitable workplace, including all required site-specific training related to the chemical, physical and biological hazards in the workplace, emergency procedures, school rules and protocols, policies and procedures regarding student disciplinary actions, and the confidentiality of student records and information;

(b) Provide Kelly with prompt notice of any injury suffered by an Assigned Employee;

(c) Use Assigned Employees only in assignments that match the job descriptions for which Kelly places them, and will not give duties to an Assigned Employees that the Assigned Employee must perform outside of Customer's premises;

(d) Notify Kelly when Assigned Employees are required to use Customer's timekeeping system;

(e) Provide adequate internal controls, supervision, and instructions for Assigned Employees;

(f) As to claims arising from the conduct of the Assigned Employees when they are required to handle keys, cash, confidential information and records of students and the Customer's regular employees, Customer agrees not to assert any claims against Kelly. Customer reserves the right to take action against any Assigned Employee for mishandling keys, cash or confidential information.;

(g) As to claims arising from the use of any vehicle Customer owned or controlled machinery and equipment used by Assigned Employees in connection with their assignment (except for workers' compensation claims), Customer agrees not to assert any claims against Kelly. Customer reserves the right to take action against any Assigned Employee for the use of any Customer owned vehicle or controlled machinery and equipment used by Assigned Employees in connection with their assignment.;

(h) Ensure that the Assigned Employees do not have sole custody of a single student, be solely responsible for supervising more than one classroom of students at a time, or administer or maintain custody of any student medications.

(i) Provide Kelly with prompt, written notice of any concern or complaint about the conduct of an Assigned Employee by the end of the same day that it learns of the concern or complaint, and permit Kelly to actively participate in Customer's investigation of such a concern or complaint;

(j) Assume responsibility for the conduct of its own officers, employees, and agents; and Comply with duties imposed on it by law, rule, or regulation.

(k) Providing a suitable workplace for personnel supplied by Kelly which complies with all applicable safety and health standards and legislation including the obligations related to OSHA Bloodborne Pathogens Standard for Health Care Workers;

(l) Providing evaluation and treatment for bodily fluid exposure, and maintaining and providing to Kelly all records regarding exposure incidents, post-exposure evaluation and treatment at Kelly's expense;

(m) Providing personnel supplied by Kelly with all necessary site-specific information, training, personal protective equipment and materials regarding 1) hazardous substances in the workplace, and 2) the use of universal environmental safety protocols;

(n) Ensuring temporary employees are only floated to educational settings including Communication Social Skills Classes (Autism), Physically Impaired Classes, or assigned to support a specific student with disabilities;

(o) Orienting temporary employees to the facility and its rules and regulations and to acquaint them with the facility policies and procedures, including dress code and physical layout and equipment;

(p) Cooperating in an evaluation of each temporary employee relative to such employee's ability to perform specific job functions upon completion of employee's assignment. Notwithstanding the foregoing, Kelly shall remain solely responsible for evaluation and assessment of its employees and the Customer in no way assumes liability for such evaluation; and

(q) Notifying Kelly within forty-eight (48) hours of the event, any competency issues, incidents, and/or complaints related to the temporary employee and/or Kelly. Customer agrees to initiate communication with Kelly whenever an incident/injury report related to temporary employee is completed. Upon notification, Kelly shall document and track all unexpected incidents, including errors, sentinel events and other events, injuries, and safety hazards related to the care and services provided.

5) BBP TESTING

Kelly and Customer agree that if a blood / bodily fluid exposure incident occurs that exposes a temporary employee to another person's (source person's) blood / bodily fluid(s), and the HBV, HCV, and/or HIV-infection status of the source person is unknown, procedures that comport with applicable state and local laws will be followed for both requesting that the source person to be tested and for testing the source person, including obtaining the source person's informed consent. Notwithstanding the foregoing, if the source person is a student of the customer, the requirement to test the source person and obtain his/her informed consent shall not apply. Customer will bear the expense of testing the source person. Any temporary employee who has been exposed to HBV, HCV, or HIV as a result of the exposure incident will be referred for appropriate counseling and treatment. Infection status of the source person and other medical information concerning the source person shall be treated as confidential information.

6) REPRESENTATIONS

(a) Kelly Represents and warrants that:

i) It is duly organized, validly existing and in good standing under the laws of the state of its organization;

ii) It is authorized and in good standing to conduct business in the state of Florida;

iii) It has all necessary power and has received all necessary approvals to execute and perform its obligations in the Agreement; and

iv) The individual executing the Agreement on behalf of Kelly is authorized to do so.

(b) The Customer represents and warrants that:

i) Its actions under this Agreement do not violate its obligations under any agreement that Customer has with any labor union;

ii) Kelly's responsibilities listed in this Agreement regarding screening, the payment of wages, and the provision of benefits to the Assigned Employees do not violate a policy or practice of the Customer;

iii) The Customer has disclosed to Kelly all screening requirements that Customer would use for the positions covered by this Agreement if the Customer were directly employing individuals in such positions;

iv) The Customer has the right, power, and any requisite authorization to enter into this Agreement;

v) The Customer has satisfied any applicable procedural requirements necessary for it to be authorized to enter into this Agreement;

vi) The Customer representative who is signing this Agreement has been delegated authority by the school board or district to execute this Agreement;

vii) If the Assigned Employees will use a Customer-provided time-keeping system or process, then a such time keeping system or process shall be compliant with all applicable legal requirements, including recording of time worked; and

viii) The Customer neither request nor requires that the Assigned Employees perform duties outside of Customer's premises (e.g., participate on field trips) unless Kelly gives it written consent in advance.

7) BILLING & PAYMENT TERMS

(a) **Invoices.** Kelly will invoice Customer bi-weekly to the Customer representative designated in section 14 "Notices" below (or at any other address that Customer designates) for the services of the Assigned Employees at agreed upon rates. The rates at which Kelly will invoice the Customer (and any reimbursable expenses) are listed in Pricing Exhibit A. If the Customer's rates are not set out in Pricing Exhibit A, Kelly and the Customer will agree on rates at the time of an order, memorialize such agreement in an amendment to this agreement (which will require approval with the same formalities as conducted for the approval of this Agreement, and upon such execution and delivery of the signed and authorized amendment, then Kelly will record such change electronically in its systems.

(b) **Taxes.** Any sales or use taxes that apply to sales to Customer will be added to Customer's invoices as a separate item.

(c) **Pricing Adjustments.** The markup percentage set forth in Exhibit A will remain firm for the duration of the contract period. Wages to be paid to substitute teachers will follow the minimum requirements set forth by Customer. If any government-mandated cost (such as minimum wages, or a payroll tax, premium, contribution, benefit, or sales or use tax) is imposed, increased, or newly introduced after October 1, 2020 with respect to Kelly employees assigned to Customer, Kelly will adjust rates for Kelly employees to Customer to reflect such costs, without mark-up, until new rates are agreed to with Customer in writing (and duly authorized by both parties).

(d) **Record of Time Worked; Automated Scheduling.** Customer agrees to adhere to the "Time, Billing & Automated Scheduling Terms" in Exhibit B.

(e) **Expenses.** Expenses (e.g., mileage) and all costs associated with required screenings and drug tests will be charged to the Customer, passed through without mark up. Kelly shall use reasonable efforts to ensure that all required screenings and drug tests are completed in a cost effective manner.

(f) **Payment.** Customer shall issue payment in accordance with Sections 218.70. et sq. Florida Statues, Local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection and acceptance of provided in accordance with the terms and conditions of the Agreement. Any penalty for delay in payment will be in accordance with applicable law.

(g) **Federal Requirements.** Customer may utilize federal funds for its payment pursuant to the Agreement; accordingly, Kelly shall execute and deliver to the Customer, concurrent with its signature of the Agreement the following, all of which shall be incorporated into the agreement by this reference: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and (d) Non-Collusion Affidavit. These forms are assembled in the composite Exhibit C attached hereto and incorporated herein by this reference.

(h) **Funding Out.** Each payment obligation of the Customer created by this agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, this agreement may be terminated by the Customer at the end of the period for which funds are available. If such event occurs, then the Customer shall notify Kelly at the earliest possible time before such termination. No penalty shall accrue to the Customer in the event this provision is exercised, and the Customer shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

8) WORKERS' COMPENSATION AND LIABILITY INSURANCE

See Exhibit D attached hereto and incorporated herein by this reference.

9) INDEMNIFICATION BY KELLY

(a) Kelly will indemnify, defend and hold harmless Customer and its directors, officers, employees and agent, from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney fees) (collectively "Damages") imposed upon or incurred by Customer to the extent arising out of any of the following:

i) Any negligent act or omission or intentional misconduct on the part of Kelly, its officers, employees (excluding its employees on assignment) or agents, within the scope of their employment, provided Kelly's indemnity obligation will be limited to property damage, bodily injury and wrongful death;

ii) Kelly's failure to comply with its obligations under applicable employment-related laws, regulations or orders in Kelly's capacity as the general employer of the Assigned Employees;

iii) Breach of any obligation of Kelly contained in this Agreement; or

iv) Any direct claim for workers' compensation benefits for job-related bodily injury or death asserted against Customer by any Kelly employees or, in the event of death, by their personal representatives.

(b) Kelly's obligation to indemnify, defend and hold harmless will not apply to: (i) indirect, special, or consequential Damages, (ii) the extent that Damages are due to Customer's failure to fulfill its duties under Section 4, (iii) the extent that any Damages, except for the payment of workers' compensation benefits, are the result of any negligent act or omission or intentional misconduct of Customer, its officers, employees or agents, or (iv) the extent that Customer is required to indemnify Kelly against such Damages under Section 10.

10) INDEMNIFICATION BY CUSTOMER

(a) Subject to the limitations of §768.28, Florida Statutes, Customer will indemnify, defend and hold harmless Kelly and it directors, officers, employees and agents, from and against all Damages imposed upon or incurred by Kelly, other than for job-related bodily injury or death of an Assigned Employee (as set forth in section 9 (a)(iv) above), arising out of any of the following:

i) Any negligent act or omission or intentional misconduct on the part of the Customer, its officers, employees (excluding its employees on assignment) or agents, within the scope of their employment, provided or Customers' indemnity obligation will be limited to property damage, bodily injury and wrongful death;

ii) Customer's failure to comply with its obligations under applicable laws, regulations or orders; or

iii) Breach of any obligation of Customer contained in this Agreement;

(b) Customer's obligation to indemnify, defend and hold harmless will not apply to: (i) indirect, special or consequential Damages; (ii) the extent that Damages are due to Kelly's failure to fulfill its duties under Section 3, (iii) the extent that any Damages, except for the payment of workers' compensation benefits, are the result of any negligent act or omission or intentional misconduct of Customer, its officers, employees or agents, or (iv) the extent that Kelly is required to indemnify Customer against such Damages under Section 9.

11) NOTIFICATION OF CLAIMS

(a) Customer and Kelly agree (i) to notify each other in writing of any asserted claim within twenty (20) days of either discovery of the occurrence upon which the claim may be based or learning of the claim, whichever occurs first, and (ii) to permit Kelly or Customer, as the case may be, to defend the claim at the option of the party against whom the claim is asserted, with counsel acceptable to such party, which consent will not be unreasonably refused.

(b) Neither party will pay or agree to pay any asserted claim under this Agreement without prior written approval from the party against whom the claim is asserted, which approval will not be unreasonably withheld; provided that approval on behalf of Kelly must be obtained from the Kelly Law Department in Troy, Michigan.

12) TERM; TERMINATION

(a) The term of this Agreement begins as of the date first shown above and will continue through June 30, 2021. Customer may extend the agreement for one or more years (not to exceed 3 years) and may be canceled by either party upon not less than thirty (30) days prior written notice to the other. Kelly reserves the right to terminate this Agreement immediately in the event of non-payment. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination.

(b) In order to provide transition assistance to the Customer in the event that this Agreement is terminated or expires, Kelly agrees that the Customer may provide written notice to Kelly retaining Kelly for a minimum of one calendar month, and on a month-to-month basis for a period not to exceed six (6) months, on the same terms and conditions set forth in this Agreement. The provisions of this section will not apply if this agreement is terminated by Kelly based on an uncured event of default by the Customer (in which event Kelly reserves all rights at law).

13) NON-SOLICITATION

Unless otherwise agreed to in writing, neither party shall hire or solicit the employment of the other party's regular, full-time employees during the term of this Agreement and for a period of twelve (12) months thereafter. This provision shall not apply to a party's generalized recruiting practices.

14) MISCELLANEOUS

(a) **Notices**

i) Any notices, consents or other communications required or permitted under this Agreement must be in writing (including telecommunications) and delivered personally or sent by telex, telecopy or other wire transmission (with request for assurance in a manner typical with respect to communication of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested), addressed as shown on the first page of this Agreement.

ii) Unless otherwise stated in this Agreement, notices, consents or other communications will be deemed received (a) on the date delivered, if delivered personally or by wire transmission; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) three business days after being sent, if sent by registered or certified mail.

iii) Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of Customer and Kelly in writing promptly upon commencement of the Services. Once so designated, each party's representative shall coordinate communications and processes as needed for the purposes of conducting the Services set forth in this Agreement, as well as to the development (including content and format) of the invoicing and quarterly reports providing a narrative progress detailing the scope of the Services provided and activities to date (also in form and content to be determined by Customer) to be provided by Kelly as a part of the Services. For purposes of Customer's designee for the day-to-day activities, the Customer Administrator shall be:

Suwannee County School Board
Ted Roush, Superintendent
1740 Ohio Avenue, South
Live Oak, FL 32064
386-647-4600

(b) **Access to Records.** To the extent required by regulations promulgated by the Health Care Financing Administration pursuant to Section 952 of the Omnibus Reconciliation Act of 1980, Kelly shall until the expiration of four (4) years following the furnishing of services pursuant to this Agreement, make available upon the written request of the Secretary of Health and Human Services or the U.S. Comptroller General, or any of their duly authorized representatives, this Agreement, and books, documents, and records necessary to verify the nature and extent of costs incurred by Customer by reason of the activities of Kelly under this Agreement. Any agreements entered into hereunder by Kelly and its affiliate (Kelly Educational Services) for the provision of the services contracted herein, if over a twelve (12) month period, shall contain this clause imposing the same obligations upon such affiliate.

(c) **Student Records; FERPA.** Customer represents that each Kelly Assigned Employee is a "school official" with a "legitimate educational interest" under the definitions of those terms set forth in the Customer's FERPA notification(s) to students and parents during the term of this Agreement. Kelly shall develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to train its Kelly Assigned Employees and obtain a signed and written agreement of each Kelly Assigned Employee regarding his/her legal obligation to maintain the confidentiality of "education records" as that term is defined by FERPA. Customer recognizes and agrees that for purposes of all applicable laws, Kelly Assigned Employees have a legitimate educational interest for purposes of Customer's disclosing to Kelly Assigned Employees its students' education records.

(d) **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement.

(e) **Subcontractors.** To the extent Kelly is permitted to utilize its affiliate, Kelly Educational Services, for the performance of any of the work set forth in the Agreement, Kelly shall ensure that such affiliate complies with all provisions of the Agreement. Kelly will remain liable for the acts and omissions of such affiliate the proper performance and delivery of the products and/or services set forth in the Agreement.

(f) **Public Records Laws.** This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Kelly understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. For all contracts as set forth in Section 119.0701, Florida Statutes see Exhibit E which is incorporated by reference herein.

(g) **Non-Discrimination.** Kelly represents and warrants to the Customer that Kelly does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Kelly's performance under the Agreement on account of race, color, sex, religion, age, handicap, marital status, national origin, citizenship status, creed, religious affiliation, sexual orientation, gender identity, disability, veteran status, or any other protected status under applicable law. Kelly further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, or national origin be excluded from participation in, be denied services, or be subject to discrimination under any provision of the Agreement.

(h) **Severability; Waiver.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

(i) **Assignment.** Neither Kelly nor Customer may assign this Agreement (whether in whole or in part) without the prior written consent of the other party; provided, however, that Kelly may use its affiliate, Kelly Educational Services, to fulfill any or all of its obligations hereunder without securing Customer's consent. This Agreement will be binding upon the parties hereto, and their successors, heirs and assigns, as permitted.

(j) **Survivorship.** These provisions which by their nature are intended to survive the expiration, cancellation, or termination of the Agreement including, by way of example only, the indemnification and confidentiality provisions, shall survive the expiration, cancellation or termination of the Agreement.

(k) **No Gifts or Contingent Fees.** Kelly warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Kelly, to solicit or secure the Agreement, and that it has not paid or agreed to pay and person, company, corporation, individual or firm, other than a bona fide employee working solely for Kelly, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For the breach or violation of these provisions, the Customer shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

(l) **Disclosure of Employment of Former Customer Employees.** All bidders, proposers, consultants, and contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the bidder, proposer or contractor, and who within the last two (2) years, have been or are the employees of the Customer. And all bidders, proposers, consultants, and contractors are required to disclose the name of any Customer employee who owns, directly or indirectly, any interest in Kelly's business. Such disclosures will be in accordance with current Customer policies, but will include, at a minimum, the name of the former Customer employee, a list of the positions the employee held in the last two (2) years of his or her employment with the Customer, and the dates the employee held those positions. By its signature of the Agreement, Kelly certifies to the Customer that there are no names to disclose to the Customer pursuant this section.

(m) **Publicity.** Kelly shall not use the Customer name, logo or other likeness in any press release, marketing materials or other public announcement without receiving the School Board's prior written approval.

(n) **Independent Contractor.** In its performance of this Agreement, Kelly will at all times act in its own capacity and right as an independent contractor, and nothing contained herein may be construed to make Kelly an agent, partner or joint venturer of Customer.

(o) **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement [(except for any obligations to make payments to the other party hereunder)], when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns or other industrial disturbances; and (ix) shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event shall give notice within five (5) says of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

(p) **Amendments.** This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.

(q) **Counterparts and Facsimile Signatures Authorized.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(r) **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule. Venue for any action arising under this Agreement shall lie exclusively in the state or federal court located in Suwannee County, Florida.

(s) **Time of Essence.** Time is of the essence in this Agreement. Except as specifically noted herein, if any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday, or legal holiday. Saturdays, Sundays, and legal holidays shall not be considered business or working days.

(t) **Entire Agreement.** This Agreement and its Exhibits are the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated in this Agreement are superseded.

15) E-VERIFY – See Exhibit F.

In witness whereof, the parties have caused their duly authorized representatives to execute and deliver this Agreement effective September 30, 2021.

ATTEST:

By: _____

Name: _____

Title: _____

Date: _____

SUWANNEE COUNTY SCHOOL BOARD, FLORIDA

By: _____

Name: Ted L. Roush

Title: Superintendent of Schools

Date: _____

_____
Chairperson, Suwannee County School Board

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

EXHIBIT A

PRICING FOR KELLY EDUCATIONAL SERVICES

This Pricing Exhibit A is incorporated and made part of the Agreement for Educational Services between Kelly Services, Inc. and the Suwannee County School Board, dated September 30, 2021. The maximum indebtedness of Customer for each fiscal year (July 1 through June 30) shall not exceed $13,000,000.00.

1. **Types of Assignments; Pricing.** The Assigned Employees will be assigned to the following positions and at the following rates :

Position	Pay Rate	Pay Type	Markup	Bill Rate
Teacher w/HS Diploma	$10.00	Hourly	1.322	**$13.22**
Teacher w/60 + College Credits	$10.00	Hourly	1.322	**$13.22**
Teacher w/Bachelor's Degree	$10.75	Hourly	1.322	**$14.21**
Teacher w/Master's Degree	$12.25	Hourly	1.322	**$16.19**
Long Term Sub (Valid FL Teachers Certificate *	$20.00	Hourly	1.322	**$26.44**
Paraprofessional	$10.00	Hourly	1.322	**$13.22**
Clerical	TBD	Hourly	1.335	**TBD**
Retiree DROP Program	TBD	Hourly	1.185	**TBD**
Food Service	$10.00	Hourly	1.337	**$13.37**
Custodial $ 10.00	~~$9.00~~	Hourly	1.337	**$13.37**

***NOTE – The Long Term sub rate is based upon customers discretion**

2. **Early Payment.** Kelly shall allow the Customer a discount of one-percent (1%) on each invoice if Customer pays within thirty (30) days from receipt of invoice. Suwannee County School Board is responsible for deducting the 1% discount from each invoice if paid within 30 days from receipt of invoice.

KELLY SERVICES, INC.

By: _____

Name: _____

Title: _____

Date: _____

SUWANNEE COUNTY SCHOOL BOARD

By: _____

Name: Ted L. Roush

Title: Superintendent of Schools

Date: _____

Chairperson, Suwannee County School Board

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

Exhibit B

TIME, BILLING & AUTOMATED SCHEDULING TERMS

1) DOCUMENTATION OF TIME WORKED

(a) The Customer agrees to review, approve and sign, by signature or electronic means, documentation of time worked by the Assigned Employees. The Customer also will designate one or more representatives to approve the record on its behalf. If the Customer representative is unavailable, the Kelly representative responsible for the Customer assignment (or other Kelly representative authorized by Customer) may approve the record on Customer's behalf or it may be approved in accordance with (b) below. Customer will use reasonable efforts to assist Kelly in the retrieval of missing or unsubmitted School Nutrition Program employee time sheets.

(b) Electronic approvals through the KASS Web Time system require the following:

i) School Nutrition Program employees will submit time for approval each week. The Customer must approve time entries by Tuesday of the following week at 11:59 PM. The Customer will make reasonable efforts to ensure that approving managers take approval action on Tuesday and adhere to this schedule to expedite substitute payroll.

ii) Approved time for a given week-ending date will be gathered from the system Monday, Tuesday and after midnight Wednesday as time entries sheets are approved. At that time, all non-rejected time that have been submitted for approval will be considered approved-in-full by the school and sent for payroll processing.

iii) All Customer representatives who approve the time entries of the Assigned Employees must have school-issued, active e-mail accounts.

iv) Each school should assign a KASS Web Time administrator to approve School Nutrition Program employee time sheets each week. A backup administrator should also be designated to approve time sheets in the event of the first administrator's absence.

v) All adjustments to approved time will be handled outside of the KASS Web Time system. KASS will not be updated to reflect the adjusted values.

2) NON-EXEMPT EMPLOYEES & OVERTIME

(a) **Non-exempt Employees.** Some Kelly Employees may be deemed as non-exempt employees under federal or state wage and hour laws (e.g., (1) states that designate teachers as non-exempt, (2) licensed teachers not performing the customary duties of a classroom teacher, or (3) Kelly Employees that are not licensed teachers and assigned to perform clerical, administrative, janitorial, or cafeteria duties). Kelly Employees who are designated as non-exempt or are performing non-exempt work are entitled to overtime pay.

(b) **Overtime; Meal and Rest Periods.**

i) Kelly shall pay nonexempt Kelly Employees overtime pay in accordance with applicable federal and state law at a rate of one and one-half times their regular rate of pay for all hours worked over 40 hours in any given workweek and bill the Customer accordingly.

ii) Kelly shall adjust its overtime payments to comply with state laws that may impose additional or different requirements than federal law, and bill the Customer accordingly. For example, under California's wage and hour law, nonexempt employees must be paid overtime for any hours worked in excess of eight hours in one workday or 40 hours in one workweek.

iii) Kelly will base overtime pay on hours actually worked. For example, hours paid for vacation, holiday, sick, or paid time off will not be included in calculating overtime.

iv) An authorized Customer representative must approve in advance a non-exempt Kelly Employee working overtime.

v) In those states that require non-exempt employees to have meal and rest periods, non-exempt Kelly Employees must accurately record their meal and rest periods in accordance with Section 1 above.

3) AUTOMATED SCHEDULING

(a) Kelly shall provide an interactive, voice-activated response (IVR) and internet program for automated scheduling and absence reporting in some situations. Among other things, the program would enable Kelly to provide the Customer with certain reports and information related to regular teacher absences and substitute teacher staffing coverage, and would permit the Customer and its designated representatives to schedule regular teacher absences. Implementation

of the IVR/internet program would require that the Customer provide certain information concerning the employment positions that the Agreement for Educational Staffing covers and the personnel currently in such positions.

(b) Any information that the Customer provides Kelly for purposes of implementing the IVR/internet program will be used in connection with the educational staffing services that Kelly provides. Kelly will not use such information for any other purpose without the Customer' prior written consent.

Information in reports that Kelly furnishes to the Customer which are generated based on the IVR/web program will contain information that the Customer's personnel provides upon accessing and using the IVR/web program. Accordingly, the accuracy of such information depends on the accuracy of the information provided by the Customer's personnel. The Customer will be solely responsible for verifying the accuracy of such information.

Exhibit C – Composite Federal Forms

FEDERAL REGULATORY COMPLIANCE STATEMENT

The purpose of this document is to assure compliance by the Contractors (*defined as any individual or company who agrees to provide materials or services at a specified price*) to those certain clauses, provisions and requirements as described by applicable Federal Regulations, which apply to any resulting agreement between the Suwannee County School Board, Florida (SCSB) and the Contractor. By signature, the individual executing this statement attests that he/she possesses authority to obligate the contracting firm and agrees to comply with all clauses, provisions and requirements as described below throughout the term of the agreement.

---

1. The Contractor agrees to allow reasonable access by SCSB, the Federal granting agency, the Comptroller General of the United States or any of their duly authorized representatives to the Contractor's books, documents, papers, and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcripts.

2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.

3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state, and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow SCSB to sustain the cost (if applicable).

5. The Contractor agrees to properly complete and submit to SCSB a federal debarment certification form for each renewal year of the Contract, if renewals apply.

6. The Contractor agrees to properly complete and submit to SCSB a non-collusion affidavit.

7. The Contractor agrees to properly complete and submit to SCSB a federal drug free workplace certification form.

8. The Contractor agrees the SCSB may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees the SCSB may seek remedies for damages, if applicable.

9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.

CONTRACTOR: Kelly Services, Inc.

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of and conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

_____
CONTRACTOR'S SIGNATURE / DATE

_____
NAME/TITLE

Name of Company: Kelly Services, Inc.

CERTIFICATION REGARDING DDEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The Contractor (or its affiliate) certifies to the best of its knowledge and belief that it and its principals:

   A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government.

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

   C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.B. above of this certification.

   D. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the Contractor is unable to certify to any of the statements above in this certifications, such Contractor shall attach an explanation to this certification.

_____
CONTRACTOR'S SIGNATURE

_____
NAME/TITLE of AUTHORIZED REPRESENTATIVE

Name of Company: Kelly Services, Inc.

NON-COLLUSION AFFIDAVIT

State of FLORIDA

County of SUWANNEE

I state that I am the _____ of Kelly Services, Inc., a Delaware corporation authorized to transact business in Florida, and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s), guarantees and the total financial commitment represented in the firm's offer.

I hereby attest that:

(1) The price(s) and amount(s) in the offer have been arrived at independently and without consultation, communication or agreement with any other contractor, respondent, or potential respondent.

(2) Neither the price(s) nor the amount(s) of the offer, and neither the approximate price(s) nor approximate amount(s) of the offer, have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit and offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) Kelly Services, Inc., its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

_____

_____

_____

I attest that Kelly Services, Inc., understands and acknowledges that the above representations are material and important, and will be relied on by the Suwannee County School Board, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Suwannee County School Board, Florida, of the true facts relating to submission of offers for this contract.

_____

(Signature) (Date)

Exhibit D – INSURANCE REQUIRMENTS

A. **Description of the VENDOR/CONTRACTOR Required Insurance.** Without limiting any of the other obligations or liabilities of the VENDOR/CONTRACTOR, the VENDOR/CONTRACTOR shall, and shall cause its affiliate Kelly Educational Services (herein, defined as a "subcontractor"), at the VENDOR/CONTRACTOR's sole expense, procure, maintain, and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by SCSB and shall be maintained in force throughout the term of this Agreement.

1. Worker' Compensation/Employers' Liability. The Workers' Compensation/Employers' Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements set forth herein.

(a) The VENDOR/CONTRACTOR's insurance shall cover the VENDOR/CONTRACTOR (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensations policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.

(b) The policy must be endorsed to waive the insurer's right to subrogate against SCSB, and its members, officials, officers and employees.

(c) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

$1,000,000	Each Accident
$1,000,000	Disease – Each Employee
$1,000,000	Disease – Policy Limit

2. Commercial General Liability. The Commercial General Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The VENDOR/CONTRACTOR's insurance shall cover those sources of liability which would be covered by the latest occurrence for edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) and those described below which would apply to the Services contemplated under this Agreement. Such coverage shall be primary over other insurance.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos, or lead.

The coverage shall not include restrictive endorsements which exclude coverage for liability arising out of: sexual molestation, sexual abuse, or sexual misconduct.

(b) The limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

$1,000,000	General Aggregate
$1,000,000	Products/Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence

(c) The VENDOR/CONTRACTOR shall include SCSB and the SCSB's members, officials, officers, and employees as "additional insureds" on the Commercial General Liability Coverage.

(d) The VENDOR/CONTRACTOR shall pay on behalf of SCSB or the SCSB's member, official, officer, or employee any such deductible or self-insured retention applicable to a claim against SCSB or the SCSB's member official, officer or employee for which the SCSB or the SCSB's member, official, officer, or employee is insured as an additional insured.

3. Business Auto Liability. The automobile liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The VENDOR/CONTRACTOR's insurance shall cover the VENDOR/CONTRACTOR's owned, non-owned and hired autos used by non-assigned Kelly Employees in connection with this Agreement.

(b) The SCSB and the SCSB's members, officials, officers, and employees shall be included as "additional insureds" on the policy.

(c) The limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

$1,000,000 Each Occurrence – Bodily Injury and Property Damage Combined

4. Professional Liability. The professional liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The professional liability insurance shall be on a form acceptable to the SCSB and shall apply to those claims which arise out of VENDOR/CONTRACTOR's duties as a staffing firm pursuant to this Agreement.

(b) If the insurance maintained by the VENDOR/CONTRACTOR also applies to services other than Services under this Agreement, the limits of insurance maintained by the VENDOR/CONTRACTOR shall not be less than $1,000,000 per claim/annual aggregate. If the insurance maintained by the VENDOR/CONTRACTOR applies exclusively to the Services under this Agreement, the limits of insurance maintained by the VENDOR/CONTRACTOR shall not be less than $1,000,000 per claim/annual aggregate.

(c) The VENDOR/CONTRACTOR shall maintain the professional liability insurance until the end of the term of this Agreement. Through the use of an extended discovery period or otherwise, the insurance shall apply to those claims which arise out of its duties as a staffing firm, prior to the expiration or termination of this Agreement which are reported to the VENDOR/CONTRACTOR or the insurer within four years after the expiration or termination of this Agreement.

B. **Evidence of Insurance.** Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by SCSB and shall be maintained in force throughout the term of this Agreement. The VENDOR/CONTRACTOR shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation/Employer's Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the VENDOR/CONTRACTOR shall furnish SCSB with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to the SCSB, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of SCSB, identify the Agreement, and provide that SCSB shall be given no less than thirty (30) days' written notice prior to cancellation.

2. As evidence of the required Additional Insured status of SCSB on the Commercial General Liability insurance, the VENDOR/CONTRACTOR shall furnish SCSB with:

a fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of SCSB and the SCSB's members, officials, officers, and employees as Additional Insureds in the Commercial General Liability coverage;

3. Until such time as the insurance is no longer required to be maintained by the VENDOR/CONTRACTOR as set forth in this Agreement, the VENDOR/CONTRACTOR shall provide SCSB with renewal or replacement evidence of the insurance in the manner heretofore described no less than ten (10) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

C. **Qualification of the VENDOR/CONTRACTORS's Insurers.**

1. Insurers providing the insurance required by this agreement for the VENDOR/CONTRACTORs must either be: (1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida,

or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida Statutes.

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best Rating of "A-" or better and a Financial Size Category of VII" or better according to A.M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the VENDOR/CONTRACTOR has knowledge of any such failure, the VENDOR/CONTRACTOR shall immediately notify SCSB and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the VENDOR/CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to SCSB, the VENDOR/CONTRACTOR shall be in default of this Agreement.

D. **The VENDOR/CONTRACTOR's Insurance Primary and Non-Contributory.** The General Liability insurance provided by the VENDOR/CONTRACTOR pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by SCSB or the SCSB's member, official, officer, or employee.

E. **The VENDOR/CONTRACTOR's Insurance As Additional Remedy.** Compliance with the insurance requirements of this Agreement shall not limit the liability of the VENDOR/CONTRACTOR, or its Subcontractor or Sub-subcontractors, employees or agents to SCSB or others. Any remedy provided to SCSB or the SCSB's members, officials, officers or employees by the Insurance shall be in addition to and not in lieu of and other remedy available under this Agreement or otherwise.

F. **No Waiver by SCSB Approval/Disapproval.** Neither approval by SCSB nor failure to disapprove the insurance furnished by the VENDOR/CONTRACTOR shall relieve the VENDOR/CONTRACTOR of the VENDOR/CONTRACTOR's full responsibility to provide the insurance as required by this Agreement.

Exhibit E

Public Records Law Requirements
Under Chapter 119.0701, Florida Statutes

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

Exhibit F

1. **E-Verify**

   A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

   B. Subcontractors

      (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

      (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

      (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

   C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

   D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

EXHIBIT A

PRICING FOR KELLY EDUCATIONAL SERVICES

This Pricing Exhibit A is incorporated and made part of the Agreement for Educational Services between Kelly Services, Inc. and the Suwannee County School Board, dated July 27, 2021. The maximum indebtedness of Customer for each fiscal year (July 1 through June 30) shall not exceed $13,000,000.00.

1. **Types of Assignments; Pricing.** The Assigned Employees will be assigned to the following positions and at the following rates :

Position	Pay Rate	Pay Type	Markup	Bill Rate
Teacher w/HS Diploma	~~$9.00~~	Hourly	1.322	~~$11.90~~
Teacher w/60 + College Credits	~~$9.75~~	Hourly	1.322	~~$12.89~~
Teacher w/Bachelor's Degree	$10.75	Hourly	1.322	$14.21
Teacher w/Master's Degree	$12.25	Hourly	1.322	$16.19
Long Term Sub (Valid FL Teachers Certificate *	$20.00	Hourly	1.322	$26.44
Paraprofessional	~~$8.75~~	Hourly	1.322	~~$11.57~~
Clerical	TBD	Hourly	1.335	TBD
Retiree DROP Program	TBD	Hourly	1.185	TBD
Food Service	~~$8.75~~	Hourly	1.337	~~$11.70~~
Custodial	~~$9.00~~	Hourly	1.337	~~$12.03~~

Rates Changed (See next page for new rates) (*)

***NOTE – The Long Term sub rate is based upon customers discretion**

2. **Early Payment.** Kelly shall allow the Customer a discount of one-percent (1%) on each invoice if Customer pays within thirty (30) days from receipt of invoice. Suwannee County School Board is responsible for deducting the 1% discount from each invoice if paid within 30 days from receipt of invoice.

KELLY SERVICES, INC.

By: _____

Name: Edward Courier

Title: VP & Southeast Practice Lead

Date: 7/27/2021

SUWANNEE COUNTY SCHOOL BOARD

By: _____

Name: Ted L. Roush

Title: Superintendent of Schools

Date: JUL 27 2021

_____
Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

INFO ONLY

INFO ONLY

SCSB 2022-88 (REVISED/RENEWAL)
(Replaces SCSB 2022-75, previously approved on 07/27/2021.)

EXHIBIT A

PRICING FOR KELLY EDUCATIONAL SERVICES

This Pricing Exhibit A is incorporated and made part of the Agreement for Educational Services between Kelly Services, Inc. and the Suwannee County School Board, dated September 30, 2021. The maximum indebtedness of Customer for each fiscal year (July 1 through June 30) shall not exceed $13,000,000.00.

1. **Types of Assignments; Pricing.** The Assigned Employees will be assigned to the following positions and at the following rates :

Position	Pay Rate	Pay Type	Markup	Bill Rate
Teacher w/HS Diploma	$10.00	Hourly	1.322	**$13.22**
Teacher w/60 + College Credits	$10.00	Hourly	1.322	**$13.22**
Teacher w/Bachelor's Degree	$10.75	Hourly	1.322	**$14.21**
Teacher w/Master's Degree	$12.25	Hourly	1.322	**$16.19**
Long Term Sub (Valid FL Teachers Certificate *	$20.00	Hourly	1.322	**$26.44**
Paraprofessional	$10.00	Hourly	1.322	**$13.22**
Clerical	TBD	Hourly	1.335	**TBD**
Retiree DROP Program	TBD	Hourly	1.185	**TBD**
Food Service	$10.00	Hourly	1.337	**$13.37**
Custodial	$9.00	Hourly	1.337	**$13.37**

(*) new rates (changes)

***NOTE – The Long Term sub rate is based upon customers discretion**

2. **Early Payment.** Kelly shall allow the Customer a discount of one-percent (1%) on each invoice if Customer pays within thirty (30) days from receipt of invoice. Suwannee County School Board is responsible for deducting the 1% discount from each invoice if paid within 30 days from receipt of invoice.

KELLY SERVICES, INC.

By: _____

Name: _____

Title: _____

Date: _____

SUWANNEE COUNTY SCHOOL BOARD

By: _____

Name: Ted L. Roush

Title: Superintendent of Schools

Date: _____

Chairperson, Suwannee County School Board

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

INFO ONLY

SUWANNEE COUNTY SCHOOL DISTRICT

JERRY TAYLOR
DISTRICT 1
NORMAN CRAWFORD
DISTRICT 2
TIM ALCORN
DISTRICT 3

ED DA SILVA
DISTRICT 4
RONALD WHITE
DISTRICT 5
LEONARD DIETZEN, III
BOARD ATTORNEY

1740 Ohio Avenue, South
Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635

TED L. ROUSH
Superintendent of Schools

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools

FROM: Walter Boatright, Director of Human Resources WB

DATE: October 6, 2021

RE: Human Resources Transactions for October 12, 2021

Special Meeting

RECOMMENDATION:

Pursuant to Section 1012.27 (1A) (1B), *Florida Statutes*, the Superintendent hereby submits the following written personnel recommendations.

SUWANNEE COUNTY SCHOOL BOARD
Human Resources Transactions
October 12, 2021
Special Meeting

TO: District School Board of Suwannee County
FROM: _____
Ted L. Roush, Superintendent of Schools

Pursuant to Section 1012.27 (1A) (1B), Florida Statutes, I hereby submit the following written personnel recommendations.

RECOMMENDATIONS FOR THE 2021-2022 SCHOOL YEAR:

RECOMMENDATIONS: INSTRUCTIONAL:

Suwannee High School:
Destiny Denson, Teacher (Long Term Substitute), effective October 5, 2021
REPLACES: Amy Yarick

Kelli Rogers: Teacher (Temporary) effective September 28, 2021
REPLACES: Eric Rodriguez

Suwannee Pineview Elementary:
Tralene Sasso, Teacher, effective August 20, 2021
(Amended from the September 28, 2021 Agenda moving from Long Term Substitute, received certification)

Suwannee Riverside Elementary:
Kelli Roberts, Guidance Counselor (Long Term Substitute), effective July 26, 2021
(Amended from the July 27, 2021 Agenda due to certification)

OUT-OF-FIELD:
(List to be provided.)

End of List
2021-2022
School Year

Sentinel Scholars Collegiate Academy Pilot

Memorandum of Understanding
Between
North Florida College
And
Suwannee County School District

This Memorandum of Understanding (MOU), effective on the date of execution by both parties is entered into by and between North Florida College (NFC) and the Suwannee County School District (SCSD). This agreement allows flexibility for program modification as needed and as collaboratively agreed upon by both parties regarding the development of the Sentinel Scholars Collegiate Academy.

1. **Purpose:**
   The purpose of this memorandum of understanding is to outline a pilot for a collaboratively structured program for rising 9th grade students of Branford High School and/or Suwannee High School that would lead to the awarding of an Associate in Arts Degree from NFC during the spring of the 12th grade year. NFC's Collegiate Academy program allows admitted high school students to complete a full 60-credits of dual-enrollment coursework, culminating in earning both a standard high school diploma as well as an Associate in Arts (AA) Degree upon completing four years of high school. Student begin the Collegiate Academy experience at the high school and end the experience as a full-time NFC student. It is part of the program philosophy that as students age and mature, a part of the collegiate experience is to spend quality instructional time on the college campus. Year one of this pilot will allow for the participation of 30 eligible students, and these students are guaranteed the courses needed to complete the Collegiate Academy program.

2. **Course Delivery/Program Design:**
   A cohort model of eligible students will be implemented with students beginning their college coursework in the spring semester of their 9th grade year. Year One of the pilot would limit number of cohort seats to 30. In grades nine through eleven, Collegiate Academy students take both college-level and high school coursework at their high school site. In grade eleven, however, collegiate academy students will be expected to attend specific dates on the campus of North Florida College for instruction as a part of the course delivery. Upon earning of 30-credit hours, an advising session with NFC personnel on NFC's campus will also be required in grade eleven. In twelfth grade, all coursework is completed either at North Florida College, online, or a combination of both. *See Appendix A for General Education requirements for the Associate in Arts degree. See Appendix B for suggested sample outline/map of courses for Collegiate Academy participants.*

   Dual-enrollment college credit courses are recommended to the State Board of Education by the State Articulation Coordinating Committee as meeting high school graduation requirements. The *Dual Enrollment Course – High School Subject Area Equivalency List* states the relationship

between high school and college course subject areas and dictates the awarding of credit for courses (available online at http://www.fldoe.org/articulation/DEList.pdf). Collegiate academy students shall earn both high school credit from the SCSD and college credit from NFC if they meet the minimum requirements for satisfactory completion of such courses.

To guarantee completion of 60 college credit hours required for the awarding of the Associate in Arts (AA) degree, NFC reserves the right to prescribe specific General Education courses as part of the completion pathway. Furthermore, the "floating six" General Education electives (6 credit hours) will be prescribed courses mutually agreed upon by both parties (currently: POS 2041 American National Government and ECO 2013 Macroeconomics). Additional elective hours (24 credit hours) will be limited to a select menu of courses to choose from based on when courses are offered.

Collegiate academy students are not permitted to pay to take any college courses. SCSD is responsible for the purchase of college required textbooks for each participating student.

3. **Eligibility Requirements for Participation in the Sentinel Scholars Collegiate Academy Program:**
   A. Initial Eligibility Requirements: Students eligible to apply for the lottery to participate in the collegiate academy program must be (rising) 9th grade students who have a cumulative unweighted GPA of 3.0 in all academic coursework and a cumulative unweighted GPA of 3.0 in at least one academic high school course taken as an 8th grader; must include Algebra I. Collegiate academy candidates must have a level 3, 4, or 5 on the 8th grade Florida Standards Assessment for English Language Arts. Collegiate academy students accepted into the cohort must demonstrate college readiness with appropriate college-ready scores on either the PERT, ACT, or SAT placement exams before the beginning of the 10th grade year. No student shall be enrolled in a college credit dual enrollment course (with the exception of SLS 1103, Strategies for Academic Success, taken during students' 9th grade spring semester) unless the student has demonstrated adequate precollegiate preparation on the appropriate sections of the PERT, ACT, or SAT (*see Appendix C for state required minimum scores).*
   B. Continued Eligibility Requirements: Collegiate academy students must maintain an unweighted cumulative high school GPA of 3.0 or higher and a college GPA of 3.0 or higher to continue in the Collegiate Academy program. Students will be allowed a probationary period if the college GPA falls below a 3.0 but remains higher than a 2.0. The student remains on probation until a minimum of seven (7) college credit hours have been attempted for GPA calculation purposes. However, it is the high school principal's discretion whether to allow the student to continue their eligibility in the Collegiate Academy once on probationary status. Students whose college GPA falls below a 2.0 will be dismissed from the program. Students whose college GPA does not improve to a 3.0 or higher after the probationary period will be dismissed from the program; however, if eligible, these students may continue college coursework through regular dual-enrollment status. In this case, students are not guaranteed the courses needed for completion of their AA degree. If a student withdraws from a college credit course and receives the grade of "W," the high school principal makes the determination whether or not the student registers the next term. Furthermore, any student receiving a grade of "W" may repeat the course with the approval of the high school principal.

Grade Forgiveness: Grades of D or F may be forgiven by subsequent-semester enrollment in the course in which the insufficient grade was earned. For Collegiate Academy purposes, grade forgiveness may have to be applied as a traditional dual enrollment student if dismissed from the academy due to college GPA falling below a 2.0. The improved grade shall be used in calculation of the NFC grade point average. The previous grades of D or F shall not be included in the calculation of the NFC grade point average. However, all grades remain posted on the NFC transcript and may be recomputed at any institution to which the student may transfer. The receiving institution shall determine whether or not grade forgiveness is granted.

Late Enrollees: A student who transfers to a SCSD high school may be eligible for late enrollment into the academy but must enter the lottery process described in sections 4 and 5 of this agreement no later than the summer before his/her 10th grade year.

Effective Summer 2020, NFC summer courses are not available to dual-enrolled students, with the exception of the one summer term included in the Collegiate Academy degree map. However, Collegiate Academy cohort students who withdraw from a course (or courses) and/or students who are late enrollees may use the summer sessions to make up the lacking credit hours (limit of 9 credit hours behind). Priority seating for Collegiate Academy students is only available during the fall and spring semesters; summer courses and seating will be available on a first come first serve registration basis and are not guaranteed unless indicated on the Collegiate Academy degree map.

C. Graduating Seniors: Students who complete their high school requirements for graduation prior to the completion of their postsecondary coursework may not register for college courses through the Collegiate Academy program.

4. **Application Process:**
Eligible (rising) 9th grade students will receive a letter from NFC's President inviting them to apply for the Collegiate Academy program. Invitees are required to attend NFC's Collegiate Academy Information session held on the high school sites in order to receive the Sentinel Scholars Collegiate Academy Lottery Application. The completed application must be submitted, with all necessary signatures (including parent/guardian signature), by the posted deadline. The SCSD will confirm that the student is eligible to participate in the Collegiate Academy program prior to the applications being submitted to the lottery. Collegiate Academy program application deadlines will be published by the SCSD and posted on NFC's website.

5. **Selection Process:**
A representative from both the SCSD and NFC will use the lottery system to select 30 eligible students to participate in the Collegiate Academy program. *See Appendix D for lottery procedure steps.*

6. **Registration Process:**
The Collegiate Academy's registration/enrollment policies will follow the same registration policies for the Dual Enrollment courses that are addressed in the NFC and SCSD's Dual Enrollment articulation agreement.

7. **Student Advising and Progress Monitoring:**
   The SCSB's guidance staff will maintain oversight and monitoring responsibility to ensure the meeting of high school graduation requirements remains the first priority. In addition, each high school's dual enrollment contact will check the unweighted high school GPA of Collegiate Academy students to confirm GPA qualifications are met. NFC's Dual Enrollment Coordinator will maintain oversight and monitoring responsibility of Collegiate Academy students' college GPA. High school guidance counselors or dual enrollment contact will meet at least once a year with NFC's Dual Enrollment Coordinator and Director of Dual Enrollment to ensure seamless articulation and coordination. NFC's Early Alert system will be used to notify high school counselors and Collegiate Academy students of unsatisfactory progress in coursework.

8. **Instruction:**
   Instructors of dual enrollment Collegiate Academy courses will have college teaching credentials established by the Southern Association of Colleges and Schools (SACS). All instructors will meet or exceed the academic and professional preparation requirement for teaching at NFC. NFC shall vet and appoint all instructors.

9. **Travel:**
   SCSD will coordinate transportation for Collegiate Academy students to travel to NFC's campus for on-site instruction, advising, and additional activities agreed upon. NFC personnel will coordinate course offerings and advising sessions in a systematic way, ensuring efficient travel arrangements.

10. **Branding:**
    NFC will develop a Sentinel Scholars Collegiate Academy program brand to include program-specific logo, website, brochure, shirts, etc. Graduation regalia will include a stole specifically designed to recognize Collegiate Academy students.

11. **Reference to the Dual-Enrollment Articulation Agreement**
    Parties involved with the Collegiate Academy program shall refer to the NFC and SCSD Dual Enrollment articulation agreement for all other dual enrollment-related topics not addressed in this memorandum of understanding.

12. **Signatures**
    In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

NORTH FLORIDA COLLEGE

John Grosskopf, President — Date

Jennifer Page, Chief Academic Officer — Date

SUWANNEE COUNTY SCHOOL DISTRICT

Ted Roush, Superintendent of Schools — Date

Tim Alcorn, Board Chairman — Date

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

Appendix A

General Education Requirements for the Associate in Arts Degree

Program Code 1001 CIP 24.0101

Gordon Rule (State Rule 6A-10.30) requires all students enrolling in a Florida public college or university after October 1982 to complete four courses (twelve credit hours) with multiple writing assignments and two courses (six credit hours) of mathematics at the level of college algebra or higher. Each Gordon Rule course must be completed with a grade of "C" or better. **Gordon Rule courses are designated below by "(GR)" following the course title.**

Florida General Education Core (State Rule 6A-14.0303) requires that, prior to the award of the Associate in Arts degree, first time in college students entering a Florida College System institution in Fall Term 2015, and thereafter, must complete at least one (1) Florida General Education Core course from each of the general education areas. **All course options that meet the Florida General Education Core requirement are designated by "*" preceding the course prefix and number.**

Students must complete at least one Florida General Education Core course (designated with "*") from each General Education area, a minimum of 6 hours from each General Education area and a total of 36 hours of General Education. **Once the minimum of 6 credit hours is met for each General Education area, additional General Education credit hours may be taken from any of the General Education areas to reach a total of 36 credit hours.** Any General Education credit hours completed above the required 36 credit hours will count as elective credits toward the A.A. degree.

Civic Literacy Requirement: Associate in Arts degree-seeking students entering Fall Term 2018 and thereafter will be required to demonstrate civic literacy competency pursuant to Section 1007.25(4). For more information, consult an academic advisor. See also Civic Literacy Requirement in the Graduation Requirements section on page 25.

Foreign Language Competency: Associate in Arts degree-seeking students initially entering Fall Term 2014 and thereafter are required to demonstrate foreign language competency. For more information, consult an academic advisor. See also Foreign Language in the Graduation Requirements section on page 25.

COMMUNICATION .....Minimum of 6 Credit Hours

A grade of "C" or better must be earned in order for the course to meet General Education Requirements.

CRW 2001	Introduction to Creative Fiction and Poetry **(GR)**
* ENC 1101	Freshman English I **(GR)**
ENC 1102	Freshman English II **(GR)**

HUMANITIES.....Minimum of 6 Credit Hours

A grade of "C" or better must be earned in order for the course to meet General Education Requirements.

AML 2010	American Literature I **(GR)**
AML 2020	American Literature II **(GR)**
* ARH 2000	Humanities Art **(GR)**
ENL 2012	British Literature I **(GR)**
ENL 2022	British Literature II **(GR)**

*	HUM 1020	Introduction to Humanities **(GR)**
	HUM 2210	General Humanities I **(GR)**
	HUM 2230	General Humanities II **(GR)**
	HUM 2310	Mythology
*	LIT 1000	Introduction to Literature **(GR)**
	LIT 2020	Short Story **(GR)**
	LIT 2110	World Literature I **(GR)**
	LIT 2120	World Literature II **(GR)**
*	PHI 2010	Introduction to Philosophy **(GR)**
	REL 2300	Introduction to World Religion **(GR)**

MATHEMATICS.....Minimum of 6 Credit Hours

A grade of "C" or better must be earned in order for the course to meet General Education Requirements.

*	MAC 1105	College Algebra **(GR)**
	MAC 1114	Trigonometry **(GR)**
	MAC 2140	Precalculus **(GR)**
	MAC 2233	Applied Calculus I **(GR)**
*	MAC 2311	Calculus with Analytic Geometry I **(GR)**
	MAC 2312	Calculus with Analytic Geometry II **(GR)**
	MAC 2313	Calculus with Analytic Geometry III **(GR)**
	MAP 2302	Ordinary Differential Equations **(GR)**
*	MGF 1106	Math for Liberal Arts I **(GR)**
*	MGF 1107	Math for Liberal Arts II **(GR)**
*	STA 2023	Introductory College Statistics **(GR)**

NATURAL SCIENCES.....Minimum of 6 Credit Hours

The six (6) credit hours must include at least one (1) course with lab (designated with either a C or L following the course number), and it is highly recommended that students take one (1) course from the biological sciences and one (1) course from the physical sciences. A science sequence is not required; however, transfer students whose major requires two courses in a sequence, such as General Chemistry I and II, should take both courses at NFC.

BIOLOGICAL SCIENCE

	BOT 2010C	Introduction to Botany
*	BSC 1005C	Introduction to Biology
*	BSC 1010C	Principles of Biology I
	BSC 1011C	Principles of Biology II
	BSC 1084	Survey of the Human Body
*	BSC 2085C	Human Anatomy & Physiology I
	BSC 2086C	Human Anatomy & Physiology II
*	EVR 1001	Introduction to Environmental Science
	EVR 1001L	Introduction to Environmental Science Lab
	HUN 2201	Fundamentals of Human Nutrition
	MCB 2010C	Microbiology I
	OCE 1000	Introduction to Oceanography

ZOO 2010C General Zoology

Note: Students will not receive Science General Education credit for both BSC 1005C and BSC 1010C. If both are taken, one course will count toward elective credit hours.

PHYSICAL SCIENCE

*	AST 1002	Introduction to Astronomy
	AST 1002L	Introduction to Astronomy Lab
	CHM 1033C	Survey of Chemistry
*	CHM 1045	General Chemistry I
	CHM 1045L	General Chemistry I Lab
	CHM 1046	General Chemistry II
	CHM 1046L	General Chemistry II Lab
	CHM 2210	Organic Chemistry I
	CHM 2210L	Organic Chemistry I Lab
	CHM 2211	Organic Chemistry II
	PSC 1341C	Physical Science I
	CHM 2211L	Organic Chemistry II Lab
*	PHY 1020C	Fundamentals of Physics
*	PHY 1053	General Physics I
	PHY 1053L	General Physics I Lab
	PHY 1054	General Physics II
	PHY 1054L	General Physics II Lab
*	PHY 2048	Physics I with Calculus
	PHY 2048L	Physics I with Calculus Lab
	PHY 2049	Physics II with Calculus
	PHY 2049L	Physics II with Calculus Lab

SOCIAL SCIENCES.....Minimum of 6 Credit Hours

	AMH 1070	History of Florida
	AMH 2010	American History I
*	AMH 2020	American History II #
	AMH 2091	African-American History
	CCJ 1020	Introduction to Criminal Justice
	DEP 2004	Human Development
*	ECO 2013	Macroeconomics
	ECO 2023	Microeconomics
*	POS 2041	American National Government #
*	PSY 2012	General Psychology
*	SYG 1000	Introductory Sociology
	SYG 2010	Social Problems
	WOH 1012	World History to 1600
	WOH 1022	World History Since 1600

Meets Civic Literacy Requirement

GENERAL EDUCATION TOTAL..... 36 Credit Hours
ELECTIVES..... 24 Credit Hours

TOTAL HOURS REQUIRED: 60 Credit Hours

Appendix B

Collegiate Academy Course Map – Suwannee

Incoming Middle School Credits: Algebra 1 Honors and Level 3 or higher on Algebra 1 EOC

This degree map outlines the mutually agreed-upon NFC college credit courses offered by semester. Collegiate Academy students are guaranteed seats in the courses listed below. Electives will be offered upon availability as a menu of course options from which students can choose. High school course schedules will vary by high school site.

Freshman Year	
Fall	**Spring** 3 credit hours
	SLS 1103 (Strategies for Academic Success)

PERT – At end of Freshman Year

Sophomore Year	
Fall 3 credit hours	**Spring** 3 credit hours
AMH 2010 (American History 1)	AMH 2020 (American History 2)

Summer Between Sophomore and Junior Year

*If preferred, and with high school approval, students may opt to wait until the summer between Junior and Senior year to fulfill this requirement.

Online Course Elective Options: Select One 3 credit hours

CGS 1100 (Computer Applications I)
GEB 1011 (Intro to Business)
SYG 1000 (Intro to Sociology)
HSC 1531 (Medical Terminology)

Junior Year	
Fall 12 credit hours	**Spring** 13 credit hours
1. ENC 1101 (Freshman English) 2. A. MAT 1033 (Intermediate Algebra) B. MAC 1105 (College Algebra) 3. POS 2041 (American National Government) 4. Elective	1. ENC 1102 (Freshman English 2) 2. A. MAC 1105 (College Algebra) B. STA 2023 (Intro College Statistics) 3. Science with a lab 4. Elective

Senior Year	
Fall 12 credit hours	**Spring** 12 credit hours
1. Humanities 2. ECO 2013 (Macroeconomics) 3. Science <u>without lab</u>* 4. Elective OR Second Math for students who took MAT 1033	1. Humanities 2. Elective 3. Elective 4. Elective

*See high school guidance counselor to ensure high school science requirements are met.

Updated May 2021.

Appendix C

Common Placement Testing for Demonstration of College-Readiness (from Rule 6A-10.0315)

Florida Postsecondary Education Readiness Test (PERT)	Standard Score
Reading	106
Writing	103
Mathematics	114
ACCUPLACER, The College Board	
Reading Comprehension	83
Sentence Skills	83
Elementary Algebra	72
SAT, The College Board	
Prior to March 1, 2016	
Critical Reading	440
Mathematics	440
Since March 1, 2016	
Reading Test	24
Writing and Language Test	25
Math Test	24
ACT with Writing or ACT, Inc.	
Reading	19
English	17
Mathematics	19
Florida Comprehensive Assessment Test 2.0 (FCAT 2.0)	
Through March 2017	
Demonstrates readiness for college-level coursework in reading and writing	262

Appendix D
Lottery Selection Process

Step 1: Prepare spreadsheet containing the following labeled columns:
- Column 1 - Names of eligible students (in alphabetical order by last name)
- Column 2 - Number Assigned (starting with #001)
- Column 3 - Selection Order
- Column 4 - Notification (for office use)

Step 2: Once each student has been assigned a number, place all of the numbered chips into a a hat, box, or bag.

Step 3: A representative from a NFC and a representative from SCSD will take turns drawing one chip at a time from the hat, box, or bag. As each chip is drawn, the selection order (1, 2, 3 ...) will be recorded next to the corresponding poker chip number drawn. Repeat this step until 30 students are selected. Five additional numbers may be drawn for alternates.

For extra-transparency, a white board could be used to manage the procedure, and the process could be video-taped for any challenges. Transfer all information from the white board to the spreadsheet for records.