SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
October 25, 2022

AGENDA

Call to Order –5:55 p.m.

1. Final review of additions and revisions to the Suwannee County School Board Policy Manual as follows: (Copies are available for review in the office of the Assistant Superintendent of Administration.)

   #5.021 Homeless Students (*Revised*)

Adjourn

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SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
October 25, 2022

AGENDA

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag by Branford High School

Special Recognition by the Superintendent

- Perfect Scores on 2022 Spring FSA (*Branford schools*)

Citizen Input (A *Citizen Input Form* must be completed and submitted to the secretary to the Superintendent/School Board prior to addressing the Board. We ask that speakers keep their comments to two minutes.)

The Superintendent recommends approval to adopt the Agenda.

The Superintendent recommends approval of the Consent Agenda.

CONSENT AGENDA

Anyone present may approach the Board concerning any item on this agenda. Board members may pull any item on the Consent Agenda for discussion and separate action.

1. The Superintendent recommends approval of the following Minutes: **(pgs. 7-24)**

September 6, 2022	- Public Hearing (*Adopt the final Millage Rates and final Budget for 2022-2023*) (*NOTE*: Minutes already Board approved at the September 27, 2022, Regular Meeting, due to Department of Revenue requirements for TRIM compliance.)
September 12, 2022	- Special Meeting
September 13, 2022	- Workshop Session
	- Special Meeting
September 27, 2022	- Regular Meeting

2. The Superintendent recommends approval of the monthly financial statement for September 2022.

3. The Superintendent presents the following bills for the period September 1-30, 2022:

General Checking Account	
General Fund 1000	$1,057,330.19
Spec Act Bonds 2200	9,587.50
LCI Fund 3200	59,665.26
Food Service Fund 4100	113,652.84
Federal Fund 4200	60,580.42
Other Cares Act Relief Fund 4420	19,276.14
ESSER II Fund 4430	4,024.71
ESSER III - ARP 4450	512,866.06
OTHER ARP ACT RELIEF 4460	4,968.71
	$1,841,951.83

Payroll Checking Account	
General Fund 1000	$3,484,024.61
Food Service Fund 4100	141,164.84
Federal Fund 4200	310,357.64
Other Cares Act Relief Fund 4420	4,331.84
ESSER II Fund 4430	28,244.35
ESSER III - ARP 4450	179,436.50
OTHER ARP ACT RELIEF 4460	7,317.40
	4,154,877.18
Total	$5,996,829.01

4. The Superintendent recommends approval of the following budget amendments for fiscal year 2021-2022:

General	Debt Service	LCIF	Special Revenues
I-3	II-1	III-3	IV-1 (ESSER II)
			IV-1 (ESSER III)
			IV-3 (Federal)
			IV-3 (Food Service)
			IV-2 (Other CARES)

5. The Superintendent recommends approval of the following contracts/agreements for the 2022-2023 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2023-88	Clinical Education Agreement between the Suwannee County School Board, through RIVEROAK Technical College, Medical Administrative Assistant, Pharmacy Technician, Surgical Technology, Patient Care Technician, and Practical Nurse Education Programs and Notami Hospitals of Florida, Inc. d/b/a HCA Florida, Lake City Hospital (*Renewal/Revised*) (NOTE: This contract replaces Contract #2021-80, which was previously Board approved on November 17, 2020.) **(pgs. 25-62)**
#2023-89	Professional Services Agreement between Suwannee County Public Schools and Catapult Learning, LLC (*Renewal/Revised*) **(pgs. 63-82)**

#2023-91 Affiliation Agreement between the Suwannee County School Board and Southeastern Grocers, Inc., d/b/a Winn-Dixie Pharmacy, Live Oak, Lake City, and Madison, Florida (*Renewal/Revised*) (NOTE: This contract replaces Contract #2023-49, which was previously Board approved on June 28, 2022.) **(pgs. 83-97)**

#2023-98 Addendum to Contract #2023-71 North East Florida Educational Consortium (NEFEC) 2022-2023 Membership Master Contractual Agreement between the District School Board of Suwannee County and the District School Board of Putnam County on behalf of NEFEC, which was previously approved on June 28, 2022. The agreement includes the following programs: (*Renewal/Revised*) **(pgs. 98-101)**

- NEFEC Resolution
- NEFEC Main Contract #731-23-051
- NEFEC Instructional Services Program (ISP), Attachment #23-051-A1 to Contract #731-23-051 (Assistant Superintendent of Instruction, Designee)
- NEFEC Enterprise Resource Software Products/Skyward, Attachment #23-051-A6 to Contract #731-23-051 (Educational Technology Services)
- NEFEC Building Code Administrator, Attachment #23-051-A27 to Contract #731-23-051 (Director of Facilities, Designee)
- NEFEC Human Resources Management Network Services and Related Support Services, Attachment #23-051-A43 to Contract #731-23-051 (Director of Human Resources, Designee)

6. The Superintendent recommends approval to accept the following donated items:

Site	Item	Donor
SHS (Weightlifting Sponsorship)	Cash Donation ($950)	Go Tanning, LLC
SRE (Science Lab)	Cash Donation ($3,000)	Live Oak Rotary Club

7. Expulsion

   Case #2223-07: The Superintendent recommends expulsion of the student through the remainder of the 2022-2023 school year. (*Final Action*)

8. Human Resources Transactions **(pgs. 102-108)**

REGULAR AGENDA

1. The Superintendent recommends approval of additions and revisions to the Suwannee County School Board Policy Manual as follows: (Copies are available for review in the office of the Assistant Superintendent of Administration.)

   #5.021 Homeless Students (*Revised*)

2. The Superintendent recommends approval to advertise additions and revisions to the Suwannee County School District Elementary Student Progression Plan and the Suwannee County School District Secondary Student Progression Plan for 2022-2023. (Copies are available for review in the office of the Director of Curriculum and Instruction.)

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

   #4.141 Educational Field Trips and Extracurricular Trips (*Revised*) **(pgs. 109-110)**

4. The Superintendent recommends approval of the following contract/agreement for the 2022-2023 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

   #2023-97 Clinical Education Agreement between the Suwannee County School Board Patient Care Technican Program, Practical Nurse Education Program, Certified Nursing Assistant Program, and Phlebotomy Program, and ACV Community Services, LLC, Dowling Park, Florida (*New*) **(pgs. 111-117)**

5. The Superintendent recommends approval of the Florida Safe Schools Assessment Tool (FSSAT) for 2022-2023. (A copy is available for review in the office of the Director of School Safety and Other Administrative Services.)

6. The Superintendent recommends approval of the following form: **(pgs. 118-119)**

   #5100-103 Assumption of Risk, Waiver, Release & Hold Harmless, Voluntary Extracurricular Activities

7. Discussion and possible action on salary adjustment for the office of the Superintendent of Schools, based on Economic and Demographic Research review.

8. Comments from Student Ambassadors

9. Legal Counsel's Report

10. Superintendent's Report

11. Issues and concerns Board members may wish to discuss

End of Agenda

INFORMATION ONLY – THESE MINUTES WERE SCHOOL BOARD APPROVED AT THE SEPTEMER 27, 2022, REGULAR MEETING, DUE TO DEPARTMENT OF REVENUE REQUIREMENTS FOR TRIM COMPLIANCE.

SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
September 6, 2022

MINUTES

The Suwannee County School Board held a Public Hearing on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were: Chairman Jerry Taylor, Tim Alcorn, and Ed daSilva, along with Chief Financial Officer Vickie DePratter and Secretary to Superintendent/School Board Robinette Odom. Malcolm Hines, Assistant Superintendent of Administration, sat in for Superintendent Ted Roush, who was absent. School Board Attorney Leonard Dietzen and Board members Norman Crawford and Ronald White were also absent.

UTSC President Eric Rodriguez was also present.

Chairman Taylor called the meeting to order at 5:30 p.m. for the purpose of adopting the Final Millage rates for the 2022-2023 school year and the Final Budget for the 2022-2023 school year.

Required Local Effort	=	3.338
Discretionary Operating	=	.748
Capital Outlay	=	1.500
Total	=	5.586

The Final Millage is more than the roll back rate by 2.28 percent.

The Required Local Effort is 3.338 mills and is set by the State. This is a decrease of .396 mills from the 2021-2022 rate.

The Discretionary Operating Millage is set by the Board and is .748 mills. This is the same millage rate as in 2021-2022.

The Capital Outlay is 1.500 mills. This is the same millage rate as in 2021-2022.

1) Chairman Taylor called for questions or comments from the public concerning the Final Millage rates, and there were none.

NOTE: The Board approved the following items (Items #2 and #3) individually, in order, as shown below.

2) MOTION by Mr. Alcorn, second by Mr. daSilva, for approval to adopt the Final Millage rates for 2022-2023 as follows:

Required Local Effort	=	3.338
Basic Discretionary	=	.748
Capital Outlay	=	1.500

MOTION CARRIED UNANIMOUSLY

3) MOTION by Mr. daSilva, second by Mr. Alcorn, for approval to adopt the Final Budget for 2022-2023 school year. MOTION CARRIED UNANIMOUSLY

The hearing adjourned at 5:35 p.m.

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
September 12, 2022

MINUTES

The Suwannee County School Board met in Special Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Norman Crawford, and Ed daSilva, along with Superintendent Ted Roush, Chief Financial Officers Marsha Brown and Vickie DePratter, and Secretary to Superintendent/ School Board Robinette Odom. Board member Ronald White and School Board Attorney Leonard Dietzen were absent.

Chairman Taylor called the meeting to order at 2:00 p.m.

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

1. MOTION by Mr. daSilva, second by Mr. Crawford, for approval of the Annual Financial Report for fiscal year ending June 30, 2022. MOTION CARRIED UNANIMOUSLY

The meeting adjourned at 2:31p.m.

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
September 13, 2022

MINUTES

The Suwannee County School Board met in Workshop Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Norman Crawford, Ed daSilva, and Ronald White (arrived at 9:16 a.m.), along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Marsha Brown, and Secretary to the Superintendent/School Board Robinette Odom.

Administrators and others present: Jennifer Barrs, Jennifer Beach, Amy Boggus, Tammy Boggus, Michael Braun, Bill Brothers, Gary Caldwell, Catherine Cason, DeeDee Cathcart, Janene Fitzpatrick, Lisa Garbett, Malcolm Hines, Michele Howard (arrived at 9:05 p.m.), Terry Huddleston, Naela Jimenez, Elizabeth Johnston, Mary Keen, Carl Manna, Dee Dee McManaway, Haley Radford (arrived at 10:38 a.m.), UTSC President Eric Rodriguez, Angie Stuckey, Marsha Tedder, Juanita Torres, Kelly Waters, Jimmy Wilkerson (arrived at 9:05 p.m.), and Kelli Williams (arrived at 9:58 p.m.).

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

Assistant Superintendent of .....Malcolm Hines
Administration Department Update
- Policy Update **(pgs. 2-10)**

Mr. Hines reviewed proposed revisions to Section 5.021, Homeless Students, stating the revisions are a reflection of changes to Florida Statutes. He stated he is working on proposed language for the Student Conduct and Discipline Code regarding gang-related activity, along with a new hold harmless form pertaining to student extracurricular activities and consent for diagnostic or medical treatment, to be discussed at next month's workshop.

Food Service Department Update .....Michael Braun

Mr. Braun distributed and reviewed a handout regarding Standard Operating Procedure for Sharetables and Food Donation. He stated this is putting paperwork in place to support existing practice.

He stated that student participation has increased 10 percent across the District. Mr. Braun advised that everything possible is being done within the District, but there are uncertainties of product availability, costs, shipping, etc. that are beyond our control. He stated that if Sysco, the current provider, drops us, or if the power-buying group dissolves, options are grim. Mr. Braun stated he does not anticipate that the circumstances will improve for the next school year; the situation is being monitored on a continual basis.

Human Resources Department Update ..... Bill Brothers

Mr. Brothers disussed a recent Florida Department of Law Enforcement (FDLE) audit. He distributed policy and procedures for Criminal Justice Information Services (CJIS) compliance, authored by FDLE. He stated the existing contract with FDLE requires that the District establish policy and procedures for CJIS compliance. Mr. Dietzen will review the proposed policy/procedures in order to place the item on a future Board agenda for approval. Ms. Keen advised that RIVEROAK Technical College also has CJIS policy/procedures, and she will submit the proposed policy/procedures for Mr. Dietzen's review.

Parent Engagement Team Update ..... Kecia Robinson

Ms. Fitzpatrick addressed the Board in the absence of Ms. Robinson. She provided and reviewed a handout. The following members of the Parent Engagement Team addressed the Board and explained their roles:

Juanita Torres – Homeless/Immigrant Liaison
Naela Jimenez – Migrant Recruiter
(Ms. Jimenez also advised the Board of the duties of Angel Hill, Student and Family Support Coordinator, who was absent)
DeeDee Cathcart – ESE/Student Services Liaison
Catherine Cason – Parent Liaison
Gary Caldwell – Parent Liaison

Certification Update ..... Janene Fitzpatrick

Ms. Fitzpatrick provided a PowerPoint presentation regarding an overview of the certification program.

(NOTE: School Board member Ed daSilva is no longer present.)

Career, Technical, and Adult Education ..... Mary Keen
Department Update

Ms. Keen distributed and discussed a handout providing updates on the following items:

- Proposed Full-time Practical Nursing Instructor
- 2021-2022 Industry Credentials
- Grants
- Council on Occupational Education Team Visit
- CTE Program

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

- SCSD 2022-2023 Uniform Statewide Assessment Calendar **(pgs. 11-22)**

Ms. Barrs distributed and reviewed the draft 2022-2023 Uniform Statewide Assessment Calendar.

At this time Chairman Taylor announced that Ronnie Gray, Director of School Safety and Other Administrative Services, was appointed to the Marjory Stoneman Douglas Public Safety Commission. He also emphasized the importance of schools coordinating on the issue of persons who have been "trespassed" in the District.

The workshop recessed at 11:38 a.m. and resumed at 1:00 p.m.

School Choice Department Update.....Angie Stuckey

- Controlled Open Enrollment Plan (Students) **(pgs. 23-29)**
- Revised Form **(pg. 30)**

Ms. Stuckey reviewed the Controlled Open Enrollment Plan and proposed revisions to Form #7200-141, Controlled Open Enrollment Application. She distributed an additional handout showing various information for schools regarding enrollment, capacity, etc.

Operation Round Up Program Update.....Jon Little, SVEC

Mr. Little and SVEC Board member Laure B. "BeBe" Roberson, III were present and provided an update on the Operation Round Up Program, which provided the District with approximately $182,000. The Superintendent and School Board

expressed their appreciation. Mr. Little also discussed SVEC's plan to construct a fiber optic network to cover rural parts of the county. He stated this will enhance the flow of data and management of outage responses. Mr. Little stated it is expected to take up to four years to complete the project. He requested that the Board adopt a resolution supporting funding to implement the project.

Superintendent Update ..... Ted Roush

- The SCSD Employee Wellness Center is coming to fruition; opening day is scheduled for September 28. Mr. Roush provided Board members with the pamphlets and letters that will be distributed to retirees in the next couple of days. A grand opening will be held at a later date.
- District Professional Development (PD) Day will be held on September 19 at Suwannee High School. Wellness Center staff will be present, and flyers will be available; will kick off with flu vaccine.
- On October 6, at 9:00 a.m., at Branford High School, there will be an awareness program assembly called "The Facts Your Future," which centers around vaping, the fentanyl epidemic, making good choices, etc.; the link was sent to Board members.
- Thanked the Finance Department and Mr. Hines for efforts regarding acquiring the Woman's Club property in Branford. Mr. Roush will keep the Board informed.
- An inquiry was received from a school in the District regarding an international student trip. There is currently no Board policy concerning this matter. It was the consensus of the Board that the District does not want to develop a policy from a liability standpoint; civic organizations can team up privately if they want to pursue an international student trip.

Mr. Taylor inquired about the egress road at Suwannee Middle School. Mr. Roush stated this project is still ongoing.

The meeting adjourned at 1:43 p.m.

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
September 13, 2022

MINUTES

The Suwannee County School Board met in Special Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Norman Crawford, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, and Secretary to the Superintendent/School Board Robinette Odom. Board member Ed daSilva was absent.

Chairman Taylor called the meeting to order at 1:50 p.m.

MOTION by Mr. Crawford, second by Mr. Alcorn, for approval to adopt the agenda, along with the Agenda Addendum. MOTION CARRIED UNANIMOUSLY

1. MOTION by Mr. White, second by Mr. Crawford, for approval of the following resolution for the 2022-2023 school year (*previously discussed in workshop session*):

   #2023-06R Resolution supporting the efforts of Suwannee Valley Electric Cooperative's (SVEC) Smart Grid Project to bring access to reliable and affordable high-speed internet (*New*) **(pgs. 2-3)**

   SVEC Board member Laure B. "Bebe" Roberson, III addressed the Board on the issue. MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. Alcorn, second by Mr. White, for approval of the following curriculum item for the 2022-2023 school year:

   a. Suwannee County School District 2022-2023 Uniform Statewide Assessment Calendar (*previously discussed in workshop session*) **(pgs. 4-15)**

   MOTION CARRIED UNANIMOUSLY

3. MOTION by Mr. Crawford, second by Mr. Alcorn , for approval of revisions to the Suwannee County School District Controlled Open Enrollment Plan (*previously discussed in workshop session*) **(pgs. 16-22)**

MOTION CARRIED UNANIMOUSLY

4. MOTION by Mr. White, second by Mr. Crawford, for approval of the following revised form (*previously discussed in workshop session*):

   Form #7200-141 Suwannee County School District Controlled Open Enrollment Application (*Revised*) **(pgs. 23)**

   MOTION CARRIED UNANIMOUSLY

5. MOTION by Mr. Alcorn, second by Mr. White, for approval of the 2022-2024 School Health Services Plan for the Suwannee County School District **(pgs. 24-84)**

   Michele Howard discussed minor language changes to the Plan and submitted those changes for the record.

   MOTION CARRIED UNANIMOUSLY

Action on the Agenda Addendum

#1. MOTION by Mr. Crawford, second by Mr. White, for approval of the Memorandum of Understanding between the Suwannee County School Board and Suwannee Foundation for Excellence in Education, DBA: Suwannee Education Foundation, to establish roles and responsibilities of parties in the development and implementation of a comprehensive Community School Model, formally called the Leaders 4 Tomorrow Academy (L4TA). **(pgs. A2-A6)**

MOTION CARRIED UNANIMOUSLY

End of Agenda Addendum

The meeting adjourned at 2:24 p.m.

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
September 27, 2022

MINUTES

The Suwannee County School Board met in Regular Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Norman Crawford, Ed daSilva, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Marsha Brown, and Secretary to the Superintendent/School Board Robinette Odom.

Due to technical difficulties, Chairman Taylor called the meeting to order at 6:09 p.m.

Student remarks and pledge to the flag by Suwannee Middle School FFA organization

Special Recognition by the Superintendent

- Perfect Scores on 2022 Spring FSA (*Live Oak schools*)

Citizen Input (A *Citizen Input Form* must be completed and submitted to the secretary to the Superintendent/School Board prior to addressing the Board. We ask that speakers keep their comments to two minutes.)

MOTION by Mr. Alcorn, second by Mr. Crawford, for approval to adopt the Agenda, along with the Agenda Addendum. MOTION CARRIED UNANIMOUSLY

MOTION by Mr. Crawford, second by Mr. daSilva, for approval of the Consent Agenda.

Mr. daSilva pulled Item #11 for separate action. Mr. daSilva stated that having the Reorganization and Regular Board Meetings on November 29 would conflict with the upcoming FSBA/FADSS 77th Annual Joint Conference in Tampa.

Mr. Roush advised that the most recent opinion of the Board Attorney is that Board Policy 2.02 requires the Reorganization Meeting be held on the second Tuesday

following the general election, which would be November 22, but that the Regular Meeting could be held at any time.

MOTION by Mr. White, second by Mr. Crawford, for approval of the Consent Agenda with the exception of Item #11; the Reorganization Meeting and Regular Meeting will both be held on November 22. MOTION CARRIED UNANIMOUSLY

Mr. White pulled Item #6, Donated Items, for discussion purposes only. Mr. Roush responded to Mr. White's question.

CONSENT AGENDA

Anyone present may approach the Board concerning any item on this agenda. Board members may pull any item on the Consent Agenda for discussion and separate action.

1. Approval of the following Minutes: **(pgs. 7-22)**

August 1, 2022	- Public Hearing (*Adopt the tentative Millage Rates and tentative Budget for 2022-2023*)
August 9, 2022	- Workshop Special Meeting
August 23, 2022	- Public Hearing - Regular Meeting

2. Approval of the monthly financial statement for August 2022.

3. The following bills for the period August 1-31, 2022:

General Checking Account	
General Fund 1000	$ 666,334.09
LCIF Fund 3200	135,933.48
Other Capital Projects 3910	52,264.21
Food Service Fund 4100	19,585.79
Federal Fund 4200	62,320.40
Other Cares Act Relief Fund 4420	38,303.24
ESSER III - ARP 4450	378,147.30
OTHER ARP ACT RELIEF 4460	48,393.58
	$ 1,401,282.09

Payroll Checking Account	
General Fund 1000	$ 3,663,324.39
Food Service Fund 4100	144,764.83
Federal Fund 4200	336,365.01
Other Cares Act Relief Fund 4420	3,183.46
ESSER II Fund 4430	24,986.14
ESSER III - ARP 4450	99,077.56
OTHER ARP ACT RELIEF 4460	7,317.40
	$ 4,279,018.79
Total	$ 5,680,300.88

4. Approval of the following budget amendments for fiscal year 2022-2023:

General	LCIF	Special Revenues
I-2	III-2	IV-1/ARP
		IV-2/Federal
		IV-2/Food Service
		IV-1/Other Cares

5. Approval of the following contract/agreement for the 2022-2023 school year: (RENEWAL) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2023-90	Sentinel Scholars Collegiate Academy Pilot Memorandum of Understanding between North Florida College and Suwannee County School District for dual enrollment purposes (*Renewal/Revised*) **(pgs. 23-44)**
#2023-94	Career Pathways Articulation Agreement between District School Board of Lafayette County and Suwannee County School Board, through RIVEROAK Technical College, for Culinary Arts-Program of Study: Professional Culinary Arts and Hospitality; Web Development-Program of Study: Digital Design 1 and Medical Administrative Specialist; and Nursing Assistant (Acute and Long Term Care)-Program of Study: Patient Care Technician and Practical Nursing (*Renewal/Revised*) **(pgs. 45-58)**

6. Approval to accept the following donated items:

Site	Item	Donor
Suwannee Middle School (used for sports programs)	Sports Equipment (Value: $8,286.24) **(pg. 59)**	Good Sports, Inc. (Braintree, MA)
Suwannee High School Art Club	Cash Donation (Value: $850.00)	Live Oak Artists Guild
Suwannee High School Football Locker Room	Cash Donation (Value: $5,000.00)	First Federal Bank of Florida
Suwannee High School Football Locker Room	Cash Donation (Value: $1,000.00)	Glo Tanning, Inc.
Suwannee High School Weightlifting Sponsorship	Cash Donation (Value: $5,000.00)	Relief Windows, LLC

7. Approval of the following out-of-state trips for Suwannee High School NJROTC students. (*Funded by the NJROTC Booster Club/Fundraising Account.)*:

Date	Reason	Destination
09/30-10/01-2022	Walhalla High School Razorback Shoot Out	Walhalla, South Carolina
12/01-03/2022	Air Rifle National Match	Anniston, Alabama

8. Approval of an out-of-state trip for Branford High School FFA students and parent chaperones to attend the 2022 National FFA Convention in Indianapolis, Indiana, on October 25-29, 2022. (*Funded by Branford FFA Chapter/Alumni, CAPE funds, and parents of students.*)

9. Presented for informational purposes out-of-state travel for the following employees:

Name	Site	Date	Reason	Destination
Patrick Dawson	SHS	09/30-10/01/2022	Razorback Shoot Out	Walhalla, SC
Patrick Dawson	SHS	12/01-03/2022	Air Rifle National Match	Anniston, AL
(Funded by the NJROTC Booster Club/Fundraising Account)				
Mary Keen	RTC	10/25-29/2022	National FFA Convention	Indianapolis, IN
(Funded through General Fund Travel Account)				
Erin Cannon	BHS	10/25-29/2022	National FFA Convention	Indianapolis, IN

Anne Etcher	BHS	10/25-29/2022	National FFA Convention	Indianapolis, IN
Lindsey Ramsey	BHS	10/25-29/2022	National FFA Convention	Indianapolis, IN
Stacy Young	BHS	10/25-20/2022	National FFA Convention	Indianapolis, IN

(*Funded by Branford FFA Chapter/Alumni, CAPE funds, Employees, and/or Internal Funds*)

10. Approval of the following student transfers for the 2022-2023 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Rhett	Arnold	Suwannee	Lafayette	2
Layton	Cranford	Suwannee	Lafayette	PK
Landon	Daughtery	Suwannee	Hamilton	6
Tucker	Floyd	Suwannee	Columbia	10
Layon	Kerklin	Suwannee	Columbia	9
Leyon	Kerklin	Suwannee	Columbia	9
Kaydon	Ratliff	Suwannee	Hamilton	5
Blake	Vargas	Suwannee	Hamilton	7
Veronica	Vargas	Suwannee	Hamilton	10

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Onaleia	Strawn	SPE	BES	K
Dalton	Northrup	BES	SPE	K

(*NOTE: Item #11, below, was pulled from the Consent Agenda for separate action [see previous information/action for this item]).*

11. The Superintendent recommends approval to change the November Regular Board Meeting and Reorganization Meeting from November 22, 2022, to November 29, 2022.

12. Approval to change the December Regular Board Meeting from December 27, 2022, to December 13, 2022.

13. Expulsion

Case #2223-03: The Superintendent recommends expulsion of the student through the remainder of the 2022-2023 school year. (*Final Action*)

14. Human Resources Transactions **(pgs. 60-73)**

REGULAR AGENDA

1. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval to advertise additions and revisions to the Suwannee County School Board Policy Manual as follows:

   #5.021 Homeless Students (*Revised*) **(pgs. 74-82)**

   MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. Alcorn, second by Mr. daSilva, for approval of the Suwannee County School Board Procedures for Criminal Justice Information Services (CJIS), as required by the Florida Department of Law Enforcement (FDLE) and Federal Bureau of Investigation (FBI). **(pgs. 83-88)**

   MOTION CARRIED UNANIMOUSLY

3. MOTION by Mr. daSilva, second by Mr. White, for approval of the following minutes: **(pgs. 89-90)**

   September 6, 2022 - Public Hearing (Adopt the final Millage rates and final Budget for the 2022-2023 school year)

   (Note: Approval of these minutes is required by the Florida Department of Revenue in order to be in compliance with TRIM.)

   MOTION CARRIED UNANIMOUSLY

Action on the Agenda Addendum

#1. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of the following contract/agreement for the 2022-2023 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2023-95 Client Services Agreement between Soliant Health, LLC, and the Suwannee County School Board, for consultants to provide audiological telepractice services **(pgs. A2-A13)**

End of the Agenda Addendum

4. Comments from Student Ambassadors

Student Ambassadors Cash Blalock and Jake Wooley updated the Board on the status of student organization accomplishments and athletic competitions at their respective schools.

5. Legal Counsel's Report

No legal matters to report. Mr. Dietzen stated it is good news that the District is not under investigation for failure to report SESIR incidents, as some districts in the state are at this time.

6. Superintendent's Report

Mr. Roush provided updates on the following:

- A soft opening of the SCSD Employee Wellness Center is planned for September 28 from 10:00 a.m. to 3:00 p.m. A grand opening with the Chamber of Commerce is planned for a later date; will keep the Board apprised.
- The Finance Department successfully filed the annual Teacher Allocation Funding Report, Annual Financial Report, and Certification of Minimum Wage Requirements with the Florida Department of Education before the required due date, keeping the District out of hot water.
- Mr. Hines and Mr. Gray have represented the District well in dealing with approaching Hurricane Ian and coordination of efforts with the Emergency Operations Center. In an abundance of caution, the District will be closed

Wednesday, September 28, through Friday, September 30. It is hoped that it will not be necessary to open shelters.

- The Suwannee High School Homecoming parade and game have been moved to October 14. The homecoming game against Taylor County, previously scheduled for Friday, September 30, will be played Monday night, October 3.
- The Branford High School Homecoming parade and game will be held on November 4.
- The Five Year Facilities Work Plan portal has not yet been opened by DOE for this year. It may be possible to discuss this at the October 11 Workshop, and a short Workshop session may be needed prior to the regular Board meeting in October.
- An assessment was completed about a year ago on the condition of track facilities at our high schools. The engineer who inspected the tracks stated they were unsuitable to run on. Mr. Butts has reached out to an engineer who will come to the District the first of next week to assess each track location. Mr. Roush stated that this will be a substantial investment; may be able to partner with a company, such as Anderson Columbia, for a contribution to complete the project.
- Distributed a DOE memo, dated September 2, which outlines provisions the Governor signed into law on House Bill 1421; this bill includes school safety and security requirements recommended by the Marjory Stoneman Douglas High School Public Safety Commission, of which Mr. Gray is a subcommittee member.
- The appraisal for the Branford Woman's Club has not yet been received, but it is anticipated any day.

6. Issues and concerns Board members may wish to discuss

- Mr. White spoke on the following:
  - He stated there was a great turnout at the Suwannee FFA Fall Roundup; encouraged the same participation for Branford.
  - A question regarding storm shelters was answered by Mr. Roush.
  - He has had recent conversations with the Suwannee County Commission Chair regarding an aeronautical class at RIVEROAK; the Commission is interested in teaming up with the District to apply for possible grant money for the project. Mr. Roush responded.

- Mr. daSilva spoke on the following:

- Thanked everyone for the hard work with preparation for the upcoming storm.
- Tonight's student accomplishments help the District to shine.
- Gave kudos to Mr. Gray for serving on the Marjory Stoneman Douglas High School Public Safety Commission subcommittee.

- Mr. Crawford spoke on the following:
  - Complimented student ambassadors and all students who were honored during the meeting.
  - Thankful for the District's handling of storm preparation and prays for safety.

- Mr. Alcorn spoke on the following:
  - Congratulated students recognized at the meeting, as well as the student ambassadors.
  - Hopes everyone will be safe from the coming storm.

- Mr. Taylor spoke on the following:
  - Asked that the people of Charlotte County, a FSBIT county devastated by Hurricane Charlie, be remembered as Hurricane Ian approaches.
  - Board members should have received information from FSBA regarding salaries of constitutional officers. He encouraged Board members to study the report and consider discussing at an upcoming workshop how the Superintendent's salary compares with other elected officials; the Superintendent devotes a substantial amount of time to training programs through DOE, etc. for certifications, as well as carrying a heavy workload of responsibility, which makes a positive impact on the District, as a whole.

The meeting adjourned at 7:24 p.m.

SCHOOL AFFILIATION AGREEMENT

THIS SCHOOL AFFILIATION AGREEMENT (this "Agreement") is made as of October 25, 2022 (the "Effective Date") by and between Suwannee County School Board thru RIVEROAK Technical College("School")and **Notami Hospitals of Florida d/b/a HCA Florida Lake City Hospital** ("Hospital"). School and Hospital may bereferred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, School enrolls students in an accredited degree program in the field of Medical Administrative Assistant, Pharmacy Technician, Surgical Technology, Patient Care Technician, Practical Nursing, and Phlebotomy (the "Degree Program");

WHEREAS, Hospital operates a comprehensive acute-care medical-surgical hospital located at **340 NW Commerce Dr., Lake City, FL 32055 and 1100 11th St SW, Live Oak, FL 32064** (the "Facility");

WHEREAS, School desires to provide up to (60) students per year enrolled in the Degree Program a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

WHEREAS, Hospital will make the Facility available to School for such clinical learning experience, subject to the terms and conditions of this Agreement.

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

1. RESPONSIBILITIES OF SCHOOL.

(a) Clinical Program. School will develop, implement and operate the clinical learning experience component of the Degree Program at the Facility in a form and format acceptable to Hospital ("Clinical Program"). School may modify the Clinical Program from time to time with Hospital's permission and will promptly incorporate reasonable changes to the Clinical Program requested by Hospital from time to time. With respect to the Clinical Program, School will:

(i) ensure the adequacy of Degree Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Degree Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a "Participating Student");

(ii) advise each Program Participant (defined below) to attend training and orientation with respect to applicable Hospital policies and procedures prior to the commencement of each Clinical Program rotation during the Term (each a "Rotation");

(iii) provide training for Hospital's representatives who will support the Clinical Program regarding Clinical Program features and expectations, and Participating Student evaluations, as requested by Hospital from time to time;

(iv) identify to Hospital each Program Participant who will participate in a Rotation as soon as that information is reasonably available to School;

(v) require Program Participants to comply with applicable laws and Hospital policies and procedures when onsite at the Facility;

(vi) require Program Participants to treat Hospital patients, staff and Clinical Program supervisors with courtesy and respect and do not disrupt Facility operations or the provision of health care services for Hospital's patients;

(vii) timely prepare and update with input from Hospital rotation schedules for each Participating Student throughout each Rotation and coordinate the same with Hospital;

(viii) require Participating Students to arrive early for each scheduled Rotation, except when a Participating Student is ill or attending to a personal emergency;

(ix) provide continuing oral and written communication with Hospital regarding Participating Student Clinical Program performance and evaluation and other pertinent information;

(x) participate and ensure that Program Participants participate in Hospital's Quality Assurance and related programs;

(xi) participate and require Program Participants to participate in Hospital training as determined necessary by Hospital from time to time; and

(xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Hospital from time to time.

(b) **Responsibility**.

(i) School will retain ultimate responsibility for the appointment of faculty from the Degree Program to support the Clinical Program.

(ii) School will retain sole responsibility for offering and administering the Degree Program, including, but not limited to, budgetary considerations, faculty appointments, admissions, financial aid, academic instruction, curriculum content, pedagogy, and the requirements of matriculation, grading, and graduation.

(iii) Without limiting the foregoing, all Participating Students, Degree Program faculty and other School representatives onsite at the Facility (collectively "Program Participants") shall be accountable to the Hospital's Administrator while onsite at the Facility.

(iv) School will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, School's Program Representative will follow-up with Hospital's Program Representative to address unresolved issues.

(v) School will obtain prior signed and dated written consent that complies with 34 C.F.R. 99.30 from each Participating Student (or the parent of the student, if the student is not deemed an "eligible student" under 34 C.F.R. 99.30) before disclosing personally identifiable information from the student's education records to Hospital to the extent that access to such information is required by Hospital to carry out the Clinical Program.

(c) **Supervision of Students**. When Participating Students are supervised in their study at Hospital by professionals who are not employed by Hospital, School shall provide to Hospital an agreement between School and such appropriately-licensed supervising professionals that meets the satisfaction of Hospital prior to Participating Students beginning a rotation at Hospital.

(d) **Compliance with Program Requirements**. School acknowledges that compliance by School and each Program Participant with the terms and conditions of this Agreement and Hospital policies and procedures is a condition precedent to Program Participant access to

the Facility. Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.

(e) **Dress Code**. School will cause Program Participants to conform to reasonable personal appearance standards imposed by Hospital and wear ID badges as requested by Hospital from time to time. School will cause Program Participants to pay for their own meals at the Facility. School acknowledges and will regularly inform Program Participants that Hospital is not responsible for personal items lost or stolen at the Facility.

(f) **Use of the Facility**. School will ensure that Program Participants use the Facility solely for the purpose of providing to Participating Students clinical learning experience pursuant to the Clinical Program.

(g) **Records**. School will cause each Program Participant to timely complete and save in Hospital's systems as directed by Hospital accurate records of all services provided by the Program Participant to a Hospital patient ("Records"). All Records are and will remain the property of Hospital, subject to the rights of patients with respect to such records and to the terms of applicable law. Hospital will provide to School a copy of Records for all lawful purposes, including defense of liability claims.

(h) **Program Participants**. School will provide to Hospital information regarding each Program Participant, including health examination and immunization records, documentation attesting to the competency of Degree Program faculty (e.g., state licensure, board certification in the relevant Specialty, etc.) and background checks and drug screens as determined reasonably necessary in Hospital's discretion from time to time.

(i) **Program Participant Statements**. School shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B prior to each non-consecutive Rotation.

(j) **Liability Insurance**. School shall obtain and maintain occurrence-type general and professional liability insurance coverage in amounts not less than one million dollars ($1,000,000.00) per occurrence and three million dollars ($3,000,000.00) annual aggregate per Program Participant, with insurance carriers or self insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the Term and upon the termination or expiration of this Agreement, School shall purchase tail coveragefor a period of three years after the termination or expiration of this Agreement (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain for the Term workers' compensation insurance and unemployment insurance for School-employed Program Participants. School will notify Hospital at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Hospital, upon request, certificates of insurance evidencing the above coverage.

Notwithstanding the foregoing, if the School is a public entity entitled to governmental immunity protections under applicable state law, then the School shall provide occurrence- based liability coverage in accordance with any limitations associated with the applicable law;but the School shall provide such insurance with limits of at least $1,000,000 per occurrence and $3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. Nothing in this agreement is intended to be construed or interpreted as (1) denying either School or Hospital any remedyor defense available to it under state laws; (2) the consent of the State where School is located or any of its agents and agencies to be sued; or (3) a waiver of sovereign immunity ofthe State or the School beyond any waiver explicitly stated in state statutes.

(k) **Health of Program Participants**. School will advise Program Participants that no Program Participant will be permitted to attend the Clinical Program until he or she submits to a medical examination acceptable to Hospital.

School will require each Program Participant to maintain health insurance and provide proof of health insurance to the School prior to participating in the Clinical Program. School will cause Program Participants to provide to Hospital proof of health insurance as requested by Hospital from time to time.

In the event a Program Student is exposed to an infectious or environmental hazard or other occupational injury while at the Hospital, the Hospital, upon notice of such incident from the Participating Student, will provide such emergency care as is provided its employees. School acknowledges that Hospital is not and will not be financially responsible for a Program Participant's medical care or treatment regardless of the Program Participant's condition or injury or cause of injury whether occurring at the Facility or otherwise and regardless of fault or cause of injury.

School will ensure that each Participating Student furnishes to Hospital prior to each non-consecutive Rotation a complete copy of the following health records (Participating Students will not be allowed to access the Facility until all records are provided):

(i) Tuberculin skin test performed within the past twelve (12) months or documentation as a previous positive reactor;

(ii) Proof of Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR;

(iii) Proof of Varicella immunity, by positive history of chickenpox or Varicella immunization;

(iv) Proof of Influenza vaccination during the flu season, October 1 to March 31, (or dates defined by CDC). If the Program Participant declines the Influenza vaccination, he/she will not be permitted on the Facility's premises during the designated flu season period; and

(v) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.

(vi) Proof of completed vaccination for COVID-19 or exemption for religious or medical reasons.

(l) **Performance**. All faculty provided by School to support the Clinical Program shall be faculty members of the Degree Program, duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by School. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local,state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any non-conflicting rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

(m) **Background Checks**.

(i) School will ensure that each Program Participant obtains prior to each non-consecutive Rotation a background check acceptable to Hospital, including, at a minimum, the following:

A. Social Security Number Verification;

B. Criminal Search (7 years or up to 5 criminal searches);

C. Violent Sex Offender and Predator Registry Search;

D. HHS/OIG List of Excluded Individuals;

E. GSA List of Parties Excluded from Federal Programs;

F. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN); and

G. Applicable State Exclusion List, if available.

(ii) Background Checks for Program Faculty, if School provides Faculty on site, who will be treating patients in the Facility shall include all of the above, and the following:

A. Education verification (highest level);

B. Professional license verification;

C. Certifications & Designations check;

D. Professional Disciplinary Action search;

E. Department of Motor Vehicle Driving History, based on responsibilities; and

F. Consumer Credit Report, based on responsibilities.

(iii) School shall provide to Hospital an *Attestation of Satisfactory Background Investigation* in the form attached hereto as Exhibit C prior to each non-consecutive Rotation. If the background check discloses adverse information about a Participating Student, School shall immediately remove the student from the Clinical Program. School further agrees to an annual compliance audit of background checks, if requested by Hospital and approved by any Program Participant pursuant to the Fair Credit Reporting Act (FCRA).

(n) **Drug Testing**. School will ensure that each Program Participant obtains prior to each non-consecutive Rotation a drug test acceptable to Hospital, including, at a minimum, the following:

(i) Substances tested prior to placement at the Hospital must at a minimum include amphetamines, barbiturates, benzodiazepines, opiates, fentanyl analogues, methadone, marijuana, meperidine, and cocaine.

(ii) A Program Participant may be required to undergo additional drug and alcohol testing upon reasonable suspicion that the Program Participant has violated Hospital's policies, and after any incident that involves injury or property damage.

Hospital shall not bear the cost of any such tests. Should the testing disclose adverse information as to any Program Participant, Hospital shall have no obligation to accept that Program Participant at the Hospital. To the extent that any Program Participant violates the policy for drug or alcohol abuse after placement at the Facility, or refuses to cooperate with

the requirement for a search or reasonable suspicion and reportable accident testing, then the Facility may immediately remove the Program Participant from participation in the Program at the Facility.

(o) **Student Documentation**. School will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g)-(m) of this Agreement during the Term and for at least ten (10) years following expiration or termination of this Agreement.

(p) **Access to Resources**. The School shall ensure that its department heads have authority to ensure faculty and Participating Student access to appropriate resources for the Participating Students' education.

(q) **Approval and Authorization**. Hospital's willingness to enter into this Agreement and provide clinical opportunities to Participating Students is conditioned on School having obtained and maintaining all requisite institutional, regulatory, and accreditor approvals or authorizations necessary to offer the Degree Program. Moreover, it is conditioned on School's adherence to all applicable federal, state, and local laws and regulations. In the event that School's status changes with respect to any approval or authorization necessary tooffer the Degree Program, School will notify Hospital within ten (10) business days.

2. **RESPONSIBILITIES OF HOSPITAL.**

(a) Hospital will make Facility access reasonably available to Program Participants and reasonably cooperate with School's orientation of all Program Participants to the Facility. Hospital shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Hospital shall provide reasonable opportunities forParticipating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care and quality standards.

(b) Upon the request of School, Hospital shall assist School in the evaluation of each Participating Student's performance in the Clinical Program. Any such evaluations shall be returned to School in a timely manner. However, School shall at all times remain solely responsible for the evaluation and education of Participating Students.

(c) Hospital will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the Facility, it shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility.

(d) Upon reasonable request, Hospital will provide proof to School that Hospital maintains liability insurance in an amount that is commercially reasonable.

(e) Hospital will provide written notification to School if a claim arises involving a Program

Participant. Both Hospital and School agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

(f) Hospital will resolve any situation in favor of its patients' welfare and may restrict a Participating Student to the role of observer when necessary in Hospital's discretion. Hospital will notify School's Program Representative (defined below) when such action has occurred.

(g) Upon reasonable notice from School, Hospital will make the Facility reasonably available for inspection during normal business hours by organizations that provide or may provide academic accreditation for the Degree Program. Such inspections must be accompanied at all times by a Hospital representative and are contingent upon receipt by Hospital of executed agreements that Hospital believes are reasonably necessary or convenient to protect the confidentiality and security of Hospital's information. School will promptly reimburse Hospital for all direct costs incurred by Hospital in connection with such accreditation inspections.

(h) Hospital shall provide Program Participants with access to and Participating Students with required training in the proper use of electronic medical records or paper charts, as applicable.

(i) Hospital shall provide student security badges or other means of secure access to Facility patient care areas.

(j) Hospital shall provide Program Participants with computer access, and access to call rooms, if necessary.

(k) Hospital shall provide secure storage space for Participating Students' personal items when at the Facility.

(l) Hospital shall provide qualified and competent staff members in adequate number for the instruction and supervision of students using the Facility.

3. **MUTUAL RESPONSIBILITIES.** The Parties shall cooperate to fulfill the following mutual responsibilities:

(a) Each Party will identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. School's Program Representative shall be a faculty member who will be responsible for Participating Student teaching and assessment provided pursuant to this Agreement. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.

(b) School will provide qualified and competent Degree Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Facility.

(c) Both School and Hospital will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or teleconference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.

(d) School acknowledges, and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Hospital or School. Participating Students are not to replace Hospital staff and are not to render unsupervised patient care and/or services. Hospital and its staff will

provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Participating Student's level of training.

(e) Any courtesy appointments to faculty or staff by either School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

(f) Both School and Hospital will work together to create and maintain an appropriate learning environment for the Participating Students.

(g) The School, including its faculty, staff and residents, and the Hospital share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Participating Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. **WITHDRAWAL OF PARTICIPATING STUDENTS.** Hospital may immediately remove a Participating Student from the Facility when in Hospital's discretion his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Hospital operations and/or Hospital's patients. In such event, School will immediately remove the Participating Student from the Clinical Program. It is understood that only School can dismiss the Participating Student from the Clinical Program. School mayterminate a Participating Student's participating in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.

5. **FEES.** All fees generated by or in connection with services provided by Program Participants to Hospital patients belong to Hospital. School on behalf of itself and each Program Participant hereby assigns to Hospital all right, title and interest (if any) in and to such fees. If School or any Program Participant receives any fees or other reimbursement for services provided by Program Participants to Hospital patients, School will and will cause Program Participants to immediately deliver and endorseover to Hospital all such amounts. School will and will cause Program Participants not to bill Hospital patients for services provided. School will and will cause Program Participants to take all actions and execute all documents reasonably requested by Hospital in order for Hospital to collect fees and payments for health care services provided by Program Participants.

6. **INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.**

(a) The Parties hereby acknowledge that they are independent contractors, and neither School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. School shall be liable for its own debts, obligations, acts and omissions,including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsiblefor the acts or omissions of the other except as provided specifically to the contrary herein.

(b) Each Party acknowledges Participating Students will not be considered employees or agents of Hospital or School for any purpose. Participating Students will not be entitled to receive any compensation from Hospital or School or any benefits of employment from Hospital or School, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.

(c) School acknowledges that Hospital has not and is not obligated to implement or maintain

insurance coverage for the benefit or protection of School or Program Participants.

7. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, sexual orientation, gender identity, age, veteran status, or disability in either the selection of Participating Students, or as to any aspect of the Clinical Program; provided, however, that with respect to a disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Clinical Program.

8. **INDEMNIFICATION.** To the extent permitted by applicable law and without waiving any defenses, School shall indemnify and hold harmless Hospital and Hospital's officers, directors, trustees, medical and nursing staff, representatives and employees from and against all third-party liabilities, claims,damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of School or any of its Program Participants, agents, representatives or employees in connection with this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements.

9. **CONFIDENTIALITY.** School will and will advise Program Participants to keep strictly confidential and hold in trust all non-public information of Hospital, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Hospital, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Hospital is permitted an opportunity to minimize the potential harmful affects of such disclosure. School shall not disclose the terms of this Agreement to any person who is not a partyto this Agreement, except as required by law or as authorized by Hospital. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Program Participants shall abide by the terms of Exhibit B.

10. **TERM; TERMINATION.**

(a) The term of this Agreement will commence on the Effective Date and will continue for two (2) years unless terminated as provided below (the "Term").

(b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all Participating Students participating in the Program at the time of notice of termination or who are already scheduled to train at the Facility shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical assignment.

(c) The Parties may terminate this Agreement at any time by mutual written agreement.

(d) Hospital may immediately terminate this Agreement at any time upon notice to School in the event of a breach of Section 11 of this Agreement.

11. **REPRESENTATIONS AND WARRANTIES.**

(a) School hereby represents to Hospital as of the Effective Date and warrants to Hospital for the Term that:

(i) School and its Program Participants: (A) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (B) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (C) are not under investigation or otherwise aware of any

circumstances which may result in the School, or a Program Participant being excluded from participation in the Federal health care programs; and

(ii) in the aggregate, School and all of School's affiliates compensate all physician employees and physician contractors (if any) (A) in an amount that is consistent with fair market value for actual services provided, and (B) in a manner that does not vary with or take into account the volume or value of patient referrals to, or other business generated for, Hospital or any of Hospital's affiliates. Furthermore, all of School's and its affiliates' compensation arrangements with physician employees and physician contractors are memorialized in a signed written agreement or other satisfy an exception to the StarkLaw physician referral prohibitions provided in 42 U.S.C. § 1395nn(a)(1).

(b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. School will immediately notify Hospital in writing of any change in status of the representation and warranty set forth in this section.

12. **Travel Expenses.** No expense of School or of a Program Participant will be paid or reimbursed by Hospital unless that expense is approved by Hospital in writing in advance and is incurred and documented in accordance with applicable Hospital travel and expense policies.

13. **Use of Name or Logo.** School will not, and will cause Program Participants not to use names, logos or marks associated with Hospital without the express written consent of Hospital in each case.

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

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

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

17. **No Waiver.** Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

18. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the state in which Hospital is located. Venue for all disputes arising in connection with this Agreement will be in the federal or state courts with jurisdiction for the area where the Hospital is located.

19. **Assignment; Binding Effect.** School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

20. **Notices.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital: _____

_____

_____

Attention: Chief Executive Officer

Copy to: HCA
One Park Plaza, Bldg. 1, 2-West
Nashville, TN 37203
Attention: Operations Counsel

If to School: Suwannee County School District
1740 Ohio Ave South
Live Oak, FL 32064
Attention: Ted L. Roush, Superintendent

or to such other person or place as either Party may from time to time designate by written notice to the other Party.

21. **COUNTERPARTS.** This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

22. **HIPAA REQUIREMENTS.** To the extent applicable to this Agreement, School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectivelyreferred to herein as "HIPAA Requirements". School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. School will and will cause Program Participants to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

23. **NO REQUIREMENT TO REFER.** Nothing in this Agreement requires or obligates School to cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

24. **NO PAYMENTS.** Except as provided in Section 5, no payments will be made between the Parties or to the Program Participants in connection with this Agreement.

25. **RECITALS.** The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.

26. **EQUITABLE REMEDIES.** School acknowledges that the injury which might be suffered by Hospital in the event of any breach by School or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Hospital and any other remedies which Hospital may pursue hereunder or under applicable law, Hospital shall have the right to

equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

SUWANNEE COUNTY SCHOOL BOARD

_____

By: Jerry Taylor

Title: Board Chairman

Date: _____

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

_____

By: Ted L. Roush

Title: Superintendent of Schools

Date: _____

HOSPITAL

_____

By: _____

Title: _____

Date: _____

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at _____ ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by _____ _____ ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

_____ _____

Signature of Program Participant/Print Name Date

_____ _____

Parent or Legal Guardian Date
If Program Participant is under 18 / Print Name

Exhibit B

Workforce Member Confidentiality and Security Agreement

I understand that the HCA affiliated entity(ies) (the "Company") for which I am a Workforce Member (my "Engagement") manages health information and has legal and ethical responsibilities to safeguard the privacy of its patients and their personal and health information ("Patient Information"). "Workforce Member" means employees, employed Licensed Independent Practitioners (LIPs) (*e.g.*, employed/managed physicians), employed Advanced Practice Professionals (APPs), residents/fellows, students (*e.g.*, nursing, medical, and interns), faculty/instructors, contractors (*e.g.*, HealthTrust Workforce Solutions (HWS), travelers, network/per diem staff, or dependent healthcare professionals and/or contracted through another temporary staffing agency), and volunteers.

Additionally, the Company must protect its interest in, and the confidentiality of, any information it maintains or has access to, including, but not limited to, financial information, marketing information, Human Resource Information, (as defined below), payroll, business plans, projections, sales figures, pricing information, budgets, credit card or other financial account numbers, customer and supplier identities and characteristics, sponsored research, processes, schematics, formulas, trade secrets, innovations, discoveries, data, dictionaries, models, organizational structure and operations information, strategies, forecasts, analyses, credentialing information, Social Security numbers, passwords, PINs, and encryption keys (collectively, with patients' information, "Confidential Information"). The Company must also protect Company Property (such as Inventions, software, trade secrets, and Developments (as defined below)).

During the course of my Engagement with the Company, I understand that I may access, use, or create Confidential Information. I agree that I will access and use Confidential Information only when it is necessary to perform my job-related duties and in accordance with the Company's policies and procedures, including, without limitation, its Privacy and Security Policies (available at http://hcahealthcare.com/ethics-compliance/ and the Information Protection Page of the Company's intranet). I further acknowledge that I must comply with such policies, procedures, and this Confidentiality and Security Agreement (the "Agreement") at all times as a condition of my Engagement and in order to obtain authorization for access to Confidential Information and/or Company systems. I acknowledge that the Company is relying on such compliance and the representations, terms and conditions stated herein.

General

1. I will act in the best interest of the Company and, to the extent subject to it, in accordance with its Code of Conduct at all times during my Engagement with the Company.
2. I have no expectation of privacy when using Company systems and/or devices. The Company may log, access, review, and otherwise utilize information stored on or passing through its systems, devices and network, including email.
3. Any violation of this Agreement may result in the loss of my access to Confidential Information and/or Company systems, or other disciplinary and/or legal action, including, without limitation, suspension, loss of privileges, and/or termination of my Engagement with the Company, at Company's sole discretion in accordance with its policies.

Patient Information

4. I will access and use Patient Information only for patients whose information I need to perform my assigned job duties in accordance with the HIPAA Privacy and Security Rules (45 CFR Parts 160—164), applicable state and international laws (*e.g.*, the European Union General Data Protection Regulation), and applicable Company policies and procedures, including, without limitation, its Privacy and Security Policies (available at http://hcahealthcare.com/ethics-compliance/ and the Information Protection Page of the

Company's intranet).

5. I will only access, request and disclose the minimum amount of Patient Information needed to carry out my assigned job duties or as needed for treatment purposes.

6. By accessing or attempting to access Patient Information, I represent to the Company at the time of access that I have the requisite job-related need to know and to access the Patient Information.

Protecting Confidential Information

7. I acknowledge that the Company is the exclusive owner of all right, title and interest in and to Confidential Information, including any derivatives thereof.
8. I will not publish, disclose or discuss any Confidential Information (a) with others, including coworkers, peers, friends or family, who do not have a need to know it, or (b) by using communication methods I am not specifically authorized to use, including personal email, Internet sites, Internet blogs or social media sites.
9. I will not take any form of media or documentation containing Confidential Information from Company premises unless specifically authorized to do so as part of my job and in accordance with Company policies.
10. I will not transmit Confidential Information outside the Company network unless I am specifically authorized to do so as part of my job responsibilities. If I am authorized to transmit Confidential Information outside of the Company, I will ensure that the information is encrypted according to Company Information Security Standards and ensure that I have complied with the External Data Release policy and other applicable Company privacy policies.
11. I will not retain Confidential Information longer than required by the Company's Record Retention policy.
12. I will only reuse or destroy media in accordance with the Company's Information Security Standards.
13. I acknowledge that in the course of performing my job responsibilities I may have access to human resource information which may include compensation, age, sex, race, religion, national origin, disability status, medical information, criminal history, personal identification numbers, addresses, telephone numbers, financial and education information (collectively, "Human Resource Information"). I understand that I am allowed to discuss any Human Resource Information about myself and other employees if they self-disclose their information. I can also discuss Human Resource Information that does not relate to my individual employment or my job responsibilities and that is not in violation of any other provision in this Agreement.

Using Mobile Devices, Portable Devices and Removable Media

14. I will not copy, transfer, photograph, or store Confidential Information on any mobile devices, portable devices or removable media, such as laptops, smart phones, tablets, CDs, thumb drives, external hard drives, unless specifically required and authorized to do so as part of my Engagement with the Company.
15. I understand that any mobile device (smart phone, tablet, or similar device) that synchronizes Company data (*e.g.*, Company email) may contain Confidential Information and as a result, must be protected as required by Company Information Security Standards.

Doing My Part – Personal Security

16. I will only access or use systems or devices I am authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
17. I will not attempt to bypass Company security controls.
18. I understand that I will be assigned a unique identifier (*i.e.*, 3-4 User ID) to track my access and use of Company systems and that the identifier is associated with my personal data

provided as part of the initial and/or periodic credentialing and/or employment verification.

19. In connection with my Engagement, I will never:
    a. disclose or share user credentials (*e.g.*, password, SecurID card, Tap n Go badge, etc.), PINs, access codes, badges, or door lock codes;
    b. use another individual's, or allow another individual to use my, user credentials (*e.g.*, 3-4 User ID and password, SecurID card, Tap n Go badge, etc.) to access or use a Company computer system or device;
    c. allow a non-authorized individual to access a secured area (*e.g.*, hold the door open, share badge or door lock codes, and/or prop the door open);
    d. use tools or techniques to break, circumvent or exploit security measures;
    e. connect unauthorized systems or devices to the Company network; or
    f. use software that has not been licensed and approved by the Company.
20. I will practice good workstation security measures such as locking up media when not in use, using screen savers with passwords, positioning screens away from public view, and physically securing workstations while traveling and working remotely.
21. I will immediately notify my manager, Facility Information Security Official (FISO), Director of Information Security Assurance (DISA), Facility Privacy Official (FPO), Ethics and Compliance Officer (ECO), or Facility or Corporate Client Support Services (CSS) help desk or if involving the United Kingdom, the Data Protection Officer (DPO), Information Governance Manager, Caldicott Guardian, Heads of Governance (HoG), Division Chief Information Security Officer (CISO) if:
    a. my user credentials have been seen, disclosed, lost, stolen, or otherwise compromised;
    b. I suspect media with Confidential Information has been lost or stolen;
    c. I suspect a virus or malware infection on any system;
    d. I become aware of any activity that violates this Agreement or any Company privacy or security policies; or
    e. I become aware of any other incident that could possibly have any adverse impact on Confidential Information or Company systems.

Upon Separation

22. I agree that my obligations under this Agreement will continue after termination or expiration of my access to Company systems and Company Information.
23. At the end of my Engagement with the Company for any reason, I will immediately:
    a. securely return to the Company any Confidential Information, Company related documents or records, and Company owned media (*e.g.*, smart phones, tablets, CDs, thumb drives, external hard drives, etc.). I will not keep any copies of Confidential Information in any format, including electronic; and
    b. un-enroll any non-Company owned devices from the Company Enterprise Mobility Management System, if applicable.

Except to the Extent Otherwise Agreed in a Separate Agreement, the Following Statements Apply to All Workforce Members

24. I shall promptly disclose to the Company all Company Property that I develop during my Engagement. "Company Property" means any subject matter (including inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, software, databases, confidential information and trade secrets), whether belonging to the Company or others, that, directly or indirectly: (i) I author, make, conceive, first reduceto practice, or otherwise create or develop, whether alone or with others using any Company equipment, supplies, facilities, or Confidential Information, or (ii) otherwise arises from work performed by me for the Company, its employees, or agents, (each of the foregoing, a "Development").
25. As between me and the Company, all Company Property is the property of the Company or its designee, and all copyrightable Developments that I create within the scope of my

employment are "works made for hire."

26. I agree to assign, and do hereby irrevocably assign, to the Company or its designee all ofmy right, title, and interest in and to any and all Developments, together with all intellectual property and other proprietary rights therein or arising therefrom, including any registrations or applications to register such rights and the right to sue for past, present, or future infringements or misappropriations thereof.

27. During and after my Engagement, I agree to execute any document and perform any act to effectuate, perfect, enforce, and defend the Company's rights in any Development. I hereby appoint the Company and its authorized agent(s) as my attorney in fact to execute such documents in my name for these purposes, which power of attorney shall be coupled with an interest and shall be irrevocable, if I fail to execute any such document within five (5) business days.
28. If there is a conflict between a term in Sections 24 through 28 and a term separately agreed to in writing with the Company, the term set forth in the separate agreement will control.

By signing this document, I acknowledge that I have read and understand this Agreement, and I agree to be bound by and comply with all the representations, terms and conditions stated herein.

Signature:	Date:
Printed Name:	3/4 ID:

EXHIBIT C

Attestation of Satisfactory Background Investigation

On behalf of_____
[Name of Volunteer Organization, School, Contract Services Entity, or Staffing Agency], I acknowledge and attest to _____ [Name of facility] ("Hospital") that we own, and have in our possession, a background investigation report on the individual identified below. Such background investigation is satisfactory in that it:

__ __ verifies the Subject's Social Security Number;
__ __ does not reveal any criminal activity;
__ __ confirms the individual is not on either the GSA or OIG exclusion lists;
__ __ confirms the individual is not on a State exclusion list, if any;
_____ confirms the individual is not listed as a violent sexual offender;
_____ confirms this individual is not on the U.S. Treasury Department's Office of Foreign Assets Control list of Specially Designation Nationals; and
__ __ no other aspect of the investigation required by Hospital reveals information of concern; and

This attestation is provided in lieu of providing a copy of the background investigation.

Identified Individual Subject to the Background Investigation:

Name:_____

Address:_____

Date of Birth:_____

Social Security Number:_____

_____
Signature

_____
Printed Name

_____
[Name of Organization]

Date:_____

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EXHIBIT D

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 E

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

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

   B. Subcontractors

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

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

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

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

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

INFO ONLY

SCSB 2023-88 (REVISED/RENEWAL)

SCHOOL AFFILIATION AGREEMENT

THIS SCHOOL AFFILIATION AGREEMENT (this "Agreement") is made as of October 25, 2022 (the "Effective Date") by and between Suwannee County School Board thru RIVEROAK Technical College("School")and **Notami Hospitals of Florida d/b/a HCA Florida Lake City Hospital** ("Hospital"). School and Hospital may bereferred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, School enrolls students in an accredited degree program in the field of Medical Administrative Assistant, Pharmacy Technician, Surgical Technology, Patient Care Technician, Practical Nursing, and Phlebotomy (the "Degree Program");

WHEREAS, Hospital operates a comprehensive acute-care medical-surgical hospital located at **340 NW Commerce Dr., Lake City, FL 32055 and 1100 11th St SW, Live Oak, FL 32064** (the "Facility");

WHEREAS, School desires to provide up to (60) students per year enrolled in the Degree Program a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

WHEREAS, Hospital will make the Facility available to School for such clinical learning experience, subject to the terms and conditions of this Agreement.

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

1. RESPONSIBILITIES OF SCHOOL.

   (a) **Clinical Program.** School will develop, implement and operate the clinical learning experience component of the Degree Program at the Facility in a form and format acceptable to Hospital ("Clinical Program"). School may modify the Clinical Program from time to time with Hospital's permission and will promptly incorporate reasonable changes to the Clinical Program requested by Hospital from time to time. With respect to the Clinical Program, School will:

      (i) ensure the adequacy of Degree Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Degree Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a "Participating Student");

      (ii) advise each Program Participant (defined below) to attend training and orientation with respect to applicable Hospital policies and procedures prior to the commencement of each Clinical Program rotation during the Term (each a "Rotation");

      (iii) provide training for Hospital's representatives who will support the Clinical Program regarding Clinical Program features and expectations, and Participating Student evaluations, as requested by Hospital from time to time;

      (iv) identify to Hospital each Program Participant who will participate in a Rotation as soon as that information is reasonably available to School;

      (v) require Program Participants to comply with applicable laws and Hospital policies and procedures when onsite at the Facility;

(vi) require Program Participants to treat Hospital patients, staff and Clinical Program supervisors with courtesy and respect and do not disrupt Facility operations or the provision of health care services for Hospital's patients;

(vii) timely prepare and update with input from Hospital rotation schedules for each Participating Student throughout each Rotation and coordinate the same with Hospital;

(viii) require Participating Students to arrive early for each scheduled Rotation, except when a Participating Student is ill or attending to a personal emergency;

(ix) provide continuing oral and written communication with Hospital regarding Participating Student Clinical Program performance and evaluation and other pertinent information;

(x) participate and ensure that Program Participants participate in Hospital's Quality Assurance and related programs;

(xi) participate and require Program Participants to participate in Hospital training as determined necessary by Hospital from time to time; and

(xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Hospital from time to time.

(b) **Responsibility**.

(i) School will retain ultimate responsibility for the appointment of faculty from the Degree Program to support the Clinical Program.

(ii) School will retain sole responsibility for offering and administering the Degree Program, including, but not limited to, budgetary considerations, faculty appointments, admissions, financial aid, academic instruction, curriculum content, pedagogy, and the requirements of matriculation, grading, and graduation.

(iii) Without limiting the foregoing, all Participating Students, Degree Program faculty and other School representatives onsite at the Facility (collectively "Program Participants") shall be accountable to the Hospital's Administrator while onsite at the Facility.

(iv) School will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, School's Program Representative will follow-up with Hospital's Program Representative to address unresolved issues.

(v) School will obtain prior signed and dated written consent that complies with 34 C.F.R. 99.30 from each Participating Student (or the parent of the student, if the student is not deemed an "eligible student" under 34 C.F.R. 99.30) before disclosing personally identifiable information from the student's education records to Hospital to the extent that access to such information is required by Hospital to carry out the Clinical Program.

(c) **Supervision of Students**. When Participating Students are supervised in their study at Hospital by professionals who are not employed by Hospital, School shall provide to Hospital an agreement between School and such appropriately-licensed supervising professionals that meets the satisfaction of Hospital prior to Participating Students beginning a rotation at Hospital.

(d) **Compliance with Program Requirements**. School acknowledges that compliance by School and each Program Participant with the terms and conditions of this Agreement and Hospital policies and procedures is a condition precedent to Program Participant access to

the Facility. Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.

(e) **Dress Code**. School will cause Program Participants to conform to reasonable personal appearance standards imposed by Hospital and wear ID badges as requested by Hospital from time to time. School will cause Program Participants to pay for their own meals at the Facility. School acknowledges and will regularly inform Program Participants that Hospital is not responsible for personal items lost or stolen at the Facility.

(f) **Use of the Facility**. School will ensure that Program Participants use the Facility solely for the purpose of providing to Participating Students clinical learning experience pursuant to the Clinical Program.

(g) **Records**. School will cause each Program Participant to timely complete and save in Hospital's systems as directed by Hospital accurate records of all services provided by the Program Participant to a Hospital patient ("Records"). All Records are and will remain the property of Hospital, subject to the rights of patients with respect to such records and to the terms of applicable law. Hospital will provide to School a copy of Records for all lawful purposes, including defense of liability claims.

(h) **Program Participants**. School will provide to Hospital information regarding each Program Participant, including health examination and immunization records, documentation attesting to the competency of Degree Program faculty (e.g., state licensure, board certification in the relevant Specialty, etc.) and background checks and drug screens as determined reasonably necessary in Hospital's discretion from time to time.

(i) **Program Participant Statements**. School shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B prior to each non-consecutive Rotation.

(j) **Liability Insurance**. School shall obtain and maintain occurrence-type general and professional liability insurance coverage in amounts not less than one million dollars ($1,000,000.00) per occurrence and three million dollars ($3,000,000.00) annual aggregate per Program Participant, with insurance carriers or self insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the Term and upon the termination or expiration of this Agreement, School shall purchase tail coveragefor a period of three years after the termination or expiration of this Agreement (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain for the Term workers' compensation insurance and unemployment insurance for School-employed Program Participants. School will notify Hospital at least thirty (30) calendar days in advance of any cancellation ormodification of insurance coverage required hereunder and shall promptly provide to Hospital, upon request, certificates of insurance evidencing the above coverage.

Notwithstanding the foregoing, if the School is a public entity entitled to governmental immunity protections under applicable state law, then the School shall provide occurrence- based liability coverage in accordance with any limitations associated with the applicable law;but the School shall provide such insurance with limits of at least $1,000,000 per occurrence and $3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. Nothing in this agreement is intended to be construed or interpreted as (1) denying either School or Hospital any remedyor defense available to it under state laws; (2) the consent of the State where School is located or any of its agents and agencies to be sued; or (3) a waiver of sovereign immunity ofthe State or the School beyond any waiver explicitly stated in state statutes.

(k) **Health of Program Participants**. School will advise Program Participants that no Program Participant will be permitted to attend the Clinical Program until he or she submits to a medical examination acceptable to Hospital.

School will require each Program Participant to maintain health insurance and provide proof of health insurance to the School prior to participating in the Clinical Program. School will cause Program Participants to provide to Hospital proof of health insurance as requested by Hospital from time to time.

In the event a Program Student is exposed to an infectious or environmental hazard or other occupational injury while at the Hospital, the Hospital, upon notice of such incident from the Participating Student, will provide such emergency care as is provided its employees. School acknowledges that Hospital is not and will not be financially responsible for a Program Participant's medical care or treatment regardless of the Program Participant's condition or injury or cause of injury whether occurring at the Facility or otherwise and regardless of fault or cause of injury.

School will ensure that each Participating Student furnishes to Hospital prior to each non-consecutive Rotation a complete copy of the following health records (Participating Students will not be allowed to access the Facility until all records are provided):

(i) Tuberculin skin test performed within the past twelve (12) months or documentation as a previous positive reactor;

(ii) Proof of Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR;

(iii) Proof of Varicella immunity, by positive history of chickenpox or Varicella immunization;

(iv) Proof of Influenza vaccination during the flu season, October 1 to March 31, (or dates defined by CDC). If the Program Participant declines the Influenza vaccination, he/she will not be permitted on the Facility's premises during the designated flu season period; and

(v) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.

(vi) Proof of completed vaccination for COVID-19 or exemption for religious or medical reasons.

(l) **Performance**. All faculty provided by School to support the Clinical Program shall be faculty members of the Degree Program, duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by School. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local,state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any non-conflicting rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

(m) **Background Checks**.

(i) School will ensure that each Program Participant obtains prior to each non-consecutive Rotation a background check acceptable to Hospital, including, at a minimum, the following:

A. Social Security Number Verification;

B. Criminal Search (7 years or up to 5 criminal searches);

C. Violent Sex Offender and Predator Registry Search;

D. HHS/OIG List of Excluded Individuals;

E. GSA List of Parties Excluded from Federal Programs;

F. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN); and

G. Applicable State Exclusion List, if available.

(ii) Background Checks for Program Faculty, if School provides Faculty on site, who will be treating patients in the Facility shall include all of the above, and the following:

A. Education verification (highest level);

B. Professional license verification;

C. Certifications & Designations check;

D. Professional Disciplinary Action search;

E. Department of Motor Vehicle Driving History, based on responsibilities; and

F. Consumer Credit Report, based on responsibilities.

(iii) School shall provide to Hospital an *Attestation of Satisfactory Background Investigation* in the form attached hereto as Exhibit C prior to each non-consecutive Rotation. If the background check discloses adverse information about a Participating Student, School shall immediately remove the student from the Clinical Program. School further agrees to an annual compliance audit of background checks, if requested by Hospital and approved by any Program Participant pursuant to the Fair Credit Reporting Act (FCRA).

(n) **Drug Testing**. School will ensure that each Program Participant obtains prior to each non-consecutive Rotation a drug test acceptable to Hospital, including, at a minimum, the following:

(i) Substances tested prior to placement at the Hospital must at a minimum include amphetamines, barbiturates, benzodiazepines, opiates, fentanyl analogues, methadone, marijuana, meperidine, and cocaine.

(ii) A Program Participant may be required to undergo additional drug and alcohol testing upon reasonable suspicion that the Program Participant has violated Hospital's policies, and after any incident that involves injury or property damage.

Hospital shall not bear the cost of any such tests. Should the testing disclose adverse information as to any Program Participant, Hospital shall have no obligation to accept that Program Participant at the Hospital. To the extent that any Program Participant violates the policy for drug or alcohol abuse after placement at the Facility, or refuses to cooperate with

the requirement for a search or reasonable suspicion and reportable accident testing, then the Facility may immediately remove the Program Participant from participation in the Program at the Facility.

(o) **Student Documentation**. School will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g)-(m) of this Agreement during the Term and for at least ten (10) years following expiration or termination of this Agreement.

(p) **Access to Resources**. The School shall ensure that its department heads have authority to ensure faculty and Participating Student access to appropriate resources for the Participating Students' education.

(q) **Approval and Authorization.** Hospital's willingness to enter into this Agreement and provide clinical opportunities to Participating Students is conditioned on School having obtained and maintaining all requisite institutional, regulatory, and accreditor approvals or authorizations necessary to offer the Degree Program. Moreover, it is conditioned on School's adherence to all applicable federal, state, and local laws and regulations. In the event that School's status changes with respect to any approval or authorization necessary tooffer the Degree Program, School will notify Hospital within ten (10) business days.

2. **RESPONSIBILITIES OF HOSPITAL.**

(a) Hospital will make Facility access reasonably available to Program Participants and reasonably cooperate with School's orientation of all Program Participants to the Facility. Hospital shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Hospital shall provide reasonable opportunities forParticipating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care and quality standards.

(b) Upon the request of School, Hospital shall assist School in the evaluation of each Participating Student's performance in the Clinical Program. Any such evaluations shall be returned to School in a timely manner. However, School shall at all times remain solely responsible for the evaluation and education of Participating Students.

(c) Hospital will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the Facility, it shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility.

(d) Upon reasonable request, Hospital will provide proof to School that Hospital maintains liability insurance in an amount that is commercially reasonable.

(e) Hospital will provide written notification to School if a claim arises involving a Program

Participant. Both Hospital and School agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

(f) Hospital will resolve any situation in favor of its patients' welfare and may restrict a Participating Student to the role of observer when necessary in Hospital's discretion. Hospital will notify School's Program Representative (defined below) when such action has occurred.

(g) Upon reasonable notice from School, Hospital will make the Facility reasonably available for inspection during normal business hours by organizations that provide or may provide academic accreditation for the Degree Program. Such inspections must be accompanied at all times by a Hospital representative and are contingent upon receipt by Hospital of executed agreements that Hospital believes are reasonably necessary or convenient to protect the confidentiality and security of Hospital's information. School will promptly reimburse Hospital for all direct costs incurred by Hospital in connection with such accreditation inspections.

(h) Hospital shall provide Program Participants with access to and Participating Students with required training in the proper use of electronic medical records or paper charts, as applicable.

(i) Hospital shall provide student security badges or other means of secure access to Facility patient care areas.

(j) Hospital shall provide Program Participants with computer access, and access to call rooms, if necessary.

(k) Hospital shall provide secure storage space for Participating Students' personal items when at the Facility.

(l) Hospital shall provide qualified and competent staff members in adequate number for the instruction and supervision of students using the Facility.

3. **MUTUAL RESPONSIBILITIES.** The Parties shall cooperate to fulfill the following mutual responsibilities:

(a) Each Party will identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. School's Program Representative shall be a faculty member who will be responsible for Participating Student teaching and assessment provided pursuant to this Agreement. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.

(b) School will provide qualified and competent Degree Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Facility.

(c) Both School and Hospital will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or teleconference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.

(d) School acknowledges, and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Hospital or School. Participating Students are not to replace Hospital staff and are not to render unsupervised patient care and/or services. Hospital and its staff will

provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Participating Student's level of training.

(e) Any courtesy appointments to faculty or staff by either School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

(f) Both School and Hospital will work together to create and maintain an appropriate learning environment for the Participating Students.

(g) The School, including its faculty, staff and residents, and the Hospital share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Participating Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. **WITHDRAWAL OF PARTICIPATING STUDENTS.** Hospital may immediately remove a Participating Student from the Facility when in Hospital's discretion his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Hospital operations and/or Hospital's patients. In such event, School will immediately remove the Participating Student from the Clinical Program. It is understood that only School can dismiss the Participating Student from the Clinical Program. School mayterminate a Participating Student's participating in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.

5. **FEES.** All fees generated by or in connection with services provided by Program Participants to Hospital patients belong to Hospital. School on behalf of itself and each Program Participant hereby assigns to Hospital all right, title and interest (if any) in and to such fees. If School or any Program Participant receives any fees or other reimbursement for services provided by Program Participants to Hospital patients, School will and will cause Program Participants to immediately deliver and endorseover to Hospital all such amounts. School will and will cause Program Participants not to bill Hospital patients for services provided. School will and will cause Program Participants to take all actions and execute all documents reasonably requested by Hospital in order for Hospital to collect fees and payments for health care services provided by Program Participants.

6. **INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.**

(a) The Parties hereby acknowledge that they are independent contractors, and neither School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. School shall be liable for its own debts, obligations, acts and omissions,including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsiblefor the acts or omissions of the other except as provided specifically to the contrary herein.

(b) Each Party acknowledges Participating Students will not be considered employees or agents of Hospital or School for any purpose. Participating Students will not be entitled to receive any compensation from Hospital or School or any benefits of employment from Hospital or School, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.

(c) School acknowledges that Hospital has not and is not obligated to implement or maintain

insurance coverage for the benefit or protection of School or Program Participants.

7. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, sexual orientation, gender identity, age, veteran status, or disability in either the selection of Participating Students, or as to any aspect of the Clinical Program; provided, however, that with respect to a disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Clinical Program.

8. **INDEMNIFICATION.** To the extent permitted by applicable law and without waiving any defenses, School shall indemnify and hold harmless Hospital and Hospital's officers, directors, trustees, medical and nursing staff, representatives and employees from and against all third-party liabilities, claims,damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of School or any of its Program Participants, agents, representatives or employees in connection with this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements.

9. **CONFIDENTIALITY.** School will and will advise Program Participants to keep strictly confidential and hold in trust all non-public information of Hospital, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Hospital, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Hospital is permitted an opportunity to minimize the potential harmful affects of such disclosure. School shall not disclose the terms of this Agreement to any person who is not a partyto this Agreement, except as required by law or as authorized by Hospital. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Program Participants shall abide by the terms of Exhibit B.

10. **TERM; TERMINATION.**

(a) The term of this Agreement will commence on the Effective Date and will continue for two (2) years unless terminated as provided below (the "Term").

(b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all Participating Students participating in the Program at the time of notice of termination or who are already scheduled to train at the Facility shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical assignment.

(c) The Parties may terminate this Agreement at any time by mutual written agreement.

(d) Hospital may immediately terminate this Agreement at any time upon notice to School in the event of a breach of Section 11 of this Agreement.

11. **REPRESENTATIONS AND WARRANTIES.**

(a) School hereby represents to Hospital as of the Effective Date and warrants to Hospital for the Term that:

(i) School and its Program Participants: (A) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (B) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (C) are not under investigation or otherwise aware of any

circumstances which may result in the School, or a Program Participant being excluded from participation in the Federal health care programs; and

(ii) in the aggregate, School and all of School's affiliates compensate all physician employees and physician contractors (if any) (A) in an amount that is consistent with fair market value for actual services provided, and (B) in a manner that does not vary with or take into account the volume or value of patient referrals to, or other business generated for, Hospital or any of Hospital's affiliates. Furthermore, all of School's and its affiliates' compensation arrangements with physician employees and physician contractors are memorialized in a signed written agreement or other satisfy an exception to the StarkLaw physician referral prohibitions provided in 42 U.S.C. § 1395nn(a)(1).

(b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. School will immediately notify Hospital in writing of any change in status of the representation and warranty set forth in this section.

12. **Travel Expenses.** No expense of School or of a Program Participant will be paid or reimbursed by Hospital unless that expense is approved by Hospital in writing in advance and is incurred and documented in accordance with applicable Hospital travel and expense policies.

13. **Use of Name or Logo.** School will not, and will cause Program Participants not to use names, logos or marks associated with Hospital without the express written consent of Hospital in each case.

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

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

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

17. **No Waiver.** Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

18. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the state in which Hospital is located. Venue for all disputes arising in connection with this Agreement will be in the federal or state courts with jurisdiction for the area where the Hospital is located.

19. **Assignment; Binding Effect.** School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

20. **Notices.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital: _____

_____

_____

Attention: Chief Executive Officer

Copy to: HCA
One Park Plaza, Bldg. 1, 2-West
Nashville, TN 37203
Attention: Operations Counsel

If to School: Suwannee County School District
1740 Ohio Ave South
Live Oak, FL 32064
Attention: Ted L. Roush, Superintendent

or to such other person or place as either Party may from time to time designate by written notice to the other Party.

21. **COUNTERPARTS.** This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

22. **HIPAA REQUIREMENTS.** To the extent applicable to this Agreement, School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectivelyreferred to herein as "HIPAA Requirements". School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. School will and will cause Program Participants to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

23. **NO REQUIREMENT TO REFER.** Nothing in this Agreement requires or obligates School to cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

24. **NO PAYMENTS.** Except as provided in Section 5, no payments will be made between the Parties or to the Program Participants in connection with this Agreement.

25. **RECITALS.** The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.

26. **EQUITABLE REMEDIES.** School acknowledges that the injury which might be suffered by Hospital in the event of any breach by School or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Hospital and any other remedies which Hospital may pursue hereunder or under applicable law, Hospital shall have the right to

equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

SUWANNEE COUNTY SCHOOL BOARD

_____

By: Jerry Taylor

Title: Board Chairman

Date: _____

_____

By: Ted L. Roush

Title: Superintendent of Schools

Date: _____

HOSPITAL

_____

By: _____

Title: _____

Date: _____

INFO ONLY

SCSB 2023-88 (REVISED/RENEWAL)

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at _____ ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by _____ _____ ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

_____ _____

Signature of Program Participant/Print Name Date

_____ _____

Parent or Legal Guardian Date
If Program Participant is under 18 / Print Name

Exhibit B

Workforce Member Confidentiality and Security Agreement

I understand that the HCA affiliated entity(ies) (the "Company") for which I am a Workforce Member (my "Engagement") manages health information and has legal and ethical responsibilities to safeguard the privacy of its patients and their personal and health information ("Patient Information"). "Workforce Member" means employees, employed Licensed Independent Practitioners (LIPs) (*e.g.*, employed/managed physicians), employed Advanced Practice Professionals (APPs), residents/fellows, students (*e.g.*, nursing, medical, and interns), faculty/instructors, contractors (*e.g.*, HealthTrust Workforce Solutions (HWS), travelers, network/per diem staff, or dependent healthcare professionals and/or contracted through another temporary staffing agency), and volunteers.

Additionally, the Company must protect its interest in, and the confidentiality of, any information it maintains or has access to, including, but not limited to, financial information, marketing information, Human Resource Information, (as defined below), payroll, business plans, projections, sales figures, pricing information, budgets, credit card or other financial account numbers, customer and supplier identities and characteristics, sponsored research, processes, schematics, formulas, trade secrets, innovations, discoveries, data, dictionaries, models, organizational structure and operations information, strategies, forecasts, analyses, credentialing information, Social Security numbers, passwords, PINs, and encryption keys (collectively, with patients' information, "Confidential Information"). The Company must also protect Company Property (such as inventions, software, trade secrets, and Developments (as defined below)).

During the course of my Engagement with the Company, I understand that I may access, use, or create Confidential Information. I agree that I will access and use Confidential Information only when it is necessary to perform my job-related duties and in accordance with the Company's policies and procedures, including, without limitation, its Privacy and Security Policies (available at http://hcahealthcare.com/ethics-compliance/ and the Information Protection Page of the Company's intranet). I further acknowledge that I must comply with such policies, procedures, and this Confidentiality and Security Agreement (the "Agreement") at all times as a condition of my Engagement and in order to obtain authorization for access to Confidential Information and/or Company systems. I acknowledge that the Company is relying on such compliance and the representations, terms and conditions stated herein.

General

1. I will act in the best interest of the Company and, to the extent subject to it, in accordance with its Code of Conduct at all times during my Engagement with the Company.
2. I have no expectation of privacy when using Company systems and/or devices. The Company may log, access, review, and otherwise utilize information stored on or passing through its systems, devices and network, including email.
3. Any violation of this Agreement may result in the loss of my access to Confidential Information and/or Company systems, or other disciplinary and/or legal action, including, without limitation, suspension, loss of privileges, and/or termination of my Engagement with the Company, at Company's sole discretion in accordance with its policies.

Patient Information

4. I will access and use Patient Information only for patients whose information I need to perform my assigned job duties in accordance with the HIPAA Privacy and Security Rules (45 CFR Parts 160—164), applicable state and international laws (*e.g.*, the European Union General Data Protection Regulation), and applicable Company policies and procedures, including, without limitation, its Privacy and Security Policies (available at http://hcahealthcare.com/ethics-compliance/ and the Information Protection Page of the

Company's intranet).

5. I will only access, request and disclose the minimum amount of Patient Information needed to carry out my assigned job duties or as needed for treatment purposes.

6. By accessing or attempting to access Patient Information, I represent to the Company at the time of access that I have the requisite job-related need to know and to access the Patient Information.

Protecting Confidential Information

7. I acknowledge that the Company is the exclusive owner of all right, title and interest in and to Confidential Information, including any derivatives thereof.
8. I will not publish, disclose or discuss any Confidential Information (a) with others, including coworkers, peers, friends or family, who do not have a need to know it, or (b) by using communication methods I am not specifically authorized to use, including personal email, Internet sites, Internet blogs or social media sites.
9. I will not take any form of media or documentation containing Confidential Information from Company premises unless specifically authorized to do so as part of my job and in accordance with Company policies.
10. I will not transmit Confidential Information outside the Company network unless I am specifically authorized to do so as part of my job responsibilities. If I am authorized to transmit Confidential Information outside of the Company, I will ensure that the information is encrypted according to Company Information Security Standards and ensure that I have complied with the External Data Release policy and other applicable Company privacy policies.
11. I will not retain Confidential Information longer than required by the Company's Record Retention policy.
12. I will only reuse or destroy media in accordance with the Company's Information Security Standards.
13. I acknowledge that in the course of performing my job responsibilities I may have access to human resource information which may include compensation, age, sex, race, religion, national origin, disability status, medical information, criminal history, personal identification numbers, addresses, telephone numbers, financial and education information (collectively, "Human Resource Information"). I understand that I am allowed to discuss any Human Resource Information about myself and other employees if they self-disclose their information. I can also discuss Human Resource Information that does not relate to my individual employment or my job responsibilities and that is not in violation of any other provision in this Agreement.

Using Mobile Devices, Portable Devices and Removable Media

14. I will not copy, transfer, photograph, or store Confidential Information on any mobile devices, portable devices or removable media, such as laptops, smart phones, tablets, CDs, thumb drives, external hard drives, unless specifically required and authorized to do so as part of my Engagement with the Company.
15. I understand that any mobile device (smart phone, tablet, or similar device) that synchronizes Company data (*e.g.*, Company email) may contain Confidential Information and as a result, must be protected as required by Company Information Security Standards.

Doing My Part – Personal Security

16. I will only access or use systems or devices I am authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
17. I will not attempt to bypass Company security controls.
18. I understand that I will be assigned a unique identifier (*i.e.*, 3-4 User ID) to track my access and use of Company systems and that the identifier is associated with my personal data

provided as part of the initial and/or periodic credentialing and/or employment verification.

19. In connection with my Engagement, I will never:
    a. disclose or share user credentials (*e.g.*, password, SecurID card, Tap n Go badge, etc.), PINs, access codes, badges, or door lock codes;
    b. use another individual's, or allow another individual to use my, user credentials (*e.g.*, 3-4 User ID and password, SecurID card, Tap n Go badge, etc.) to access or use a Company computer system or device;
    c. allow a non-authorized individual to access a secured area (*e.g.*, hold the door open, share badge or door lock codes, and/or prop the door open);
    d. use tools or techniques to break, circumvent or exploit security measures;
    e. connect unauthorized systems or devices to the Company network; or
    f. use software that has not been licensed and approved by the Company.
20. I will practice good workstation security measures such as locking up media when not in use, using screen savers with passwords, positioning screens away from public view, and physically securing workstations while traveling and working remotely.
21. I will immediately notify my manager, Facility Information Security Official (FISO), Director of Information Security Assurance (DISA), Facility Privacy Official (FPO), Ethics and Compliance Officer (ECO), or Facility or Corporate Client Support Services (CSS) help desk or if involving the United Kingdom, the Data Protection Officer (DPO), Information Governance Manager, Caldicott Guardian, Heads of Governance (HoG), Division Chief Information Security Officer (CISO) if:
    a. my user credentials have been seen, disclosed, lost, stolen, or otherwise compromised;
    b. I suspect media with Confidential Information has been lost or stolen;
    c. I suspect a virus or malware infection on any system;
    d. I become aware of any activity that violates this Agreement or any Company privacy or security policies; or
    e. I become aware of any other incident that could possibly have any adverse impact on Confidential Information or Company systems.

Upon Separation

22. I agree that my obligations under this Agreement will continue after termination or expiration of my access to Company systems and Company Information.
23. At the end of my Engagement with the Company for any reason, I will immediately:
    a. securely return to the Company any Confidential Information, Company related documents or records, and Company owned media (*e.g.*, smart phones, tablets, CDs, thumb drives, external hard drives, etc.). I will not keep any copies of Confidential Information in any format, including electronic; and
    b. un-enroll any non-Company owned devices from the Company Enterprise Mobility Management System, if applicable.

Except to the Extent Otherwise Agreed in a Separate Agreement, the Following Statements Apply to All Workforce Members

24. I shall promptly disclose to the Company all Company Property that I develop during my Engagement. "Company Property" means any subject matter (including inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, software, databases, confidential information and trade secrets), whether belonging to the Company or others, that, directly or indirectly: (i) I author, make, conceive, first reduceto practice, or otherwise create or develop, whether alone or with others using any Company equipment, supplies, facilities, or Confidential Information, or (ii) otherwise arises from work performed by me for the Company, its employees, or agents, (each of the foregoing, a "Development").
25. As between me and the Company, all Company Property is the property of the Company or its designee, and all copyrightable Developments that I create within the scope of my

employment are "works made for hire."

26. I agree to assign, and do hereby irrevocably assign, to the Company or its designee all ofmy right, title, and interest in and to any and all Developments, together with all intellectual property and other proprietary rights therein or arising therefrom, including any registrations or applications to register such rights and the right to sue for past, present, or future infringements or misappropriations thereof.

27. During and after my Engagement, I agree to execute any document and perform any act to effectuate, perfect, enforce, and defend the Company's rights in any Development. I hereby appoint the Company and its authorized agent(s) as my attorney in fact to execute such documents in my name for these purposes, which power of attorney shall be coupled with an interest and shall be irrevocable, if I fail to execute any such document within five (5) business days.
28. If there is a conflict between a term in Sections 24 through 28 and a term separately agreed to in writing with the Company, the term set forth in the separate agreement will control.

By signing this document, I acknowledge that I have read and understand this Agreement, and I agree to be bound by and comply with all the representations, terms and conditions stated herein.

Signature:	Date:
Printed Name:	3/4 ID:

INFO ONLY

EXHIBIT C

Attestation of Satisfactory Background Investigation

On behalf of_____
[Name of Volunteer Organization, School, Contract Services Entity, or Staffing Agency], I acknowledge and attest to _____ [Name of facility] ("Hospital") that we own, and have in our possession, a background investigation report on the individual identified below. Such background investigation is satisfactory in that it:

__ __ verifies the Subject's Social Security Number;
__ __ does not reveal any criminal activity;
__ __ confirms the individual is not on either the GSA or OIG exclusion lists;
__ __ confirms the individual is not on a State exclusion list, if any;
_____ confirms the individual is not listed as a violent sexual offender;
_____ confirms this individual is not on the U.S. Treasury Department's Office of Foreign Assets Control list of Specially Designation Nationals; and
__ __ no other aspect of the investigation required by Hospital reveals information of concern; and

This attestation is provided in lieu of providing a copy of the background investigation.

Identified Individual Subject to the Background Investigation:

Name:_____

Address:_____

Date of Birth:_____

Social Security Number:_____

_____
Signature

_____
Printed Name

_____
[Name of Organization]

Date:_____

83931123\V-2

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "**Agreement**") is made and entered into as of **October 25, 2022** (the "**Effective Date**"), by and between **Suwannee County School Board** (the "**District**"), with an address at 1740 Ohio Avenue, South Live Oak, Florida, 32064 and **Catapult Learning, LLC** (hereinafter referred to as "**Catapult**"), with its principal place of business at PO Box 444, Elmsford NY 10523.

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. TERM

1.1 This Agreement shall commence on the Effective Date and terminate on June 30th, 2023, unless terminated earlier in accordance with Section 6 hereof (the "**Term**").

2. DESCRIPTION OF PROFESSIONAL SERVICES

2.1 Upon the terms and conditions set forth herein, Catapult shall provide Intervention/Instruction services utilizing Title I funds (hereinafter referred to as the "**Program**") at Holy Cross Christian Academy (hereinafter the "**School**"). Services shall be provided during the Term of this Agreement, by Catapult staff utilizing Catapult's proprietary programs, systems, teaching techniques, diagnostic tests, diagnostic and academic courses and materials. When necessary, Catapult may deliver the Program, in whole or in part, via distance learning to the extent practicable, without any additional consent or authorization, using programs, systems, teaching techniques, diagnostic tests, evaluation, academic courses and materials adapted for distance learning at the fees, rates and payment schedules as set forth in this Agreement. In circumstances of government mandated actions impacting school operations, Catapult shall make reasonable good faith effort to provide continuous education via distance learning. The description of Services to be provided at the school is listed in Attachment A: Service Allocation (the "**Services**").

2.2 Staff who provide Services in the Program (hereinafter referred to as "**Program Staff**") shall at all times remain Catapult employees or independent contractors, subject to Catapult's ultimate control and authority, including on issues of personnel conduct, discipline and termination.

3. FEES AND PAYMENT

3.1 In consideration of the Services, materials and equipment provided by Catapult as described herein, the District shall pay Catapult a fee in an aggregate Program amount not to exceed Seventy Seven Thousand and 00/100 dollars ($77,000.00) (the "**Fee**")

3.2 The Fee shall be paid on a monthly basis as actual Services are rendered by Catapult. Catapult shall submit an invoice to the District for actual Services provided in the prior month and each invoice shall be due and payable by the District approximately thirty (30) days after receipt of such invoice from Catapult.

4. CONFIDENTIAL AND PROPRIETARY INFORMATION

4.1 The District and the school acknowledge that Catapult's Program (which includes but is not limited to, Catapult's proprietary systems, teaching techniques, diagnostic tests, diagnostic and academic courses and materials) is proprietary in nature and the confidential and exclusive property of Catapult and that the District/school have no right, by virtue of this Agreement or otherwise, to have access to or to disclose said property, except as may be required for monitoring purposes, in which case, prior written approval of disclosure must be obtained from an officer of Catapult, unless required by law. Catapult agrees to comply with Chapter 119.0701, Florida Statutes as set forth in Attachment B, incorporated herein. .

4.2 In the event that any proprietary or confidential information is disclosed, intentionally or otherwise to the District/school, each of their employees, agents or assigns, the District/school agree to hold same in strictest confidence and not to disclose same to any other person for any reasons nor utilize same within the District without prior written approval by Catapult.

4.3 The District/school further agree to use all efforts at its disposal to assure that its employees, agents or assigns are aware of the confidential and proprietary nature of the subject matter, and do not disclose same to any other person for any reasons nor utilize same without prior written approval by Catapult. The District/school acknowledge that unauthorized disclosure of Catapult's proprietary and confidential information may cause Catapult irreparable harm and may entitle Catapult to injunctive relief in a court of competent jurisdiction. Upon expiration or early termination of this Agreement, the District shall return all proprietary and/or confidential information in its possession, custody or control to Catapult, including, but not limited to, any and all originals and/or copies of instructional materials, training materials, curriculum plans and lesson plans provided to the District by Catapult for or in connection with the Program.

5. STUDENT RECORDS AND PRIVACY

5.1 "Catapult Student Records" for the purpose of this Agreement, shall constitute if applicable, all Catapult tests, attendance records and student diagnostic summaries. Access to student education records is subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, et seq.; and Catapult agrees to comply with all material respects of such laws and regulations. Catapult agrees that the confidentiality of student data shall be maintained in accordance with state and federal laws, including FERPA, and the policies on data security and privacy that protect the confidentiality of a student's personally identifiable information as defined by FERPA ("PII"). Catapult will only share such PII with additional third parties if those third parties have an educational purpose in knowing such PII and are contractually bound to adhere to the data protection set forth herein. If access to education records is sought by any third party that is not contractually bound with Catapult, whether in accordance with FERPA or other federal or state laws or regulations, Catapult will immediately notify the District in writing, unless expressly prohibited by judicial and/or administrative order. Should Catapult receive a court order or lawfully-issued subpoena seeking the release of such data or information, Catapult shall provide a copy of the order or subpoena to the District before releasing the requested data or information, unless prohibited by law or judicial/administrative order. Catapult will hold student records for a period

of three (3) years or until the Program ends, whichever is longer. At the end such period, prior to destruction of such student records, Catapult will return the student records to the District at the District's written request.

6. BREACH AND TERMINATION

6.1 This Agreement may be terminated by either party if the other party is in breach of any material provision of this Agreement, but only after written notice of default and an opportunity to cure has been given to the breaching party. The notice of default must give the breaching party an opportunity to cure of at least thirty (30) days in the case of a non-monetary default and at least ten (10) days in the case of a monetary default. If the breaching party has not cured the breach before the cure date stated in the notice of default, the party giving notice may terminate this Agreement by giving the breaching party written notice of termination stating the date on which the termination is to be effective. Notwithstanding the delivery of a notice of default or notice of termination under this Section, the parties shall continue to observe and perform their respective obligations under this Agreement until the effective date of termination.

6.2 In the event either party elects to terminate this Agreement pursuant to Section 6.1, Catapult shall be entitled to an equitable adjustment hereunder. Said equitable adjustment shall include all fees for services rendered up to the date of termination and costs reasonably incurred by Catapult in connection with such termination. If adequate notice is not provided in accordance with Section 6.1, Catapult shall also be entitled to payment of any fees that would have been earned during the balance of the notice period.

6.3 Notwithstanding the foregoing, Sections 4, 5 and 7 and the obligations of the parties there under, shall survive termination of this Agreement.

7. INDEMNIFICATION

7.1 The District shall indemnify Catapult against and from all direct costs, expenses, damages, injury or loss (specifically excluding any incidental, consequential, special, punitive or indirect damages or lost profits of any kind) to which Catapult may be subject by reason of any wrongdoing, misconduct, want of care, skill, gross negligence, or default by District, its officers, directors, agents, employees, or assigns, in the execution or performance of this Agreement.

7.2 Catapult shall indemnify the District against and from all direct costs, expenses, damages, injury or loss (specifically excluding any incidental, consequential, special, punitive or indirect damages or lost profits of any kind) to which the District may be subject by reason of any wrongdoing, misconduct, want of care, skill, gross negligence, or default by Catapult, its agents, employees, or assigns, in the execution or performance of this Agreement.

7.3 If a claim for indemnification (a "**Claim**") is to be made by a party entitled to indemnification hereunder against the indemnifying party, the party claiming such indemnification shall give written notice (a "**Claim Notice**") to the indemnifying party as soon as practicable after the party entitled to indemnification becomes aware of any fact, condition or event which may give rise to damages for which indemnification may be sought under this Section. Such Claim Notice shall specify the nature and amount of the Claim asserted, if actually known to the party entitled to indemnification hereunder. If any lawsuit or enforcement action is filed against

any party entitled to the benefit of indemnity hereunder, written notice thereof shall be given to the indemnifying party as promptly as practicable and in any event within fifteen (15) days after the service of the citation or summons. Subject to the limitations of this Section, the failure of any indemnified party to give timely notice hereunder shall not affect rights to indemnification hereunder, except to the extent that the indemnifying party demonstrates actual damage caused by such failure. After such notice, if the indemnifying party shall acknowledge in writing to the indemnified party that the indemnifying party shall be obligated under the terms of its indemnity hereunder in connection with such lawsuit or action, then the indemnifying party shall be entitled, if it so elects at its own cost and expense, (A) to take control of the defense and investigation of such lawsuit or action, (B) to employ and engage attorneys of its own choice, who shall be reasonably satisfactory to the indemnified party, to handle and defend the same unless the named parties to such action or proceeding include both the indemnifying party and the indemnified party and the indemnified party has been advised in writing by counsel that there may be one or more legal defenses available to such indemnified party that are different from or additional to those available to the indemnifying party, in which event the indemnified party shall be entitled, at the indemnifying party's cost and expense, to separate counsel of its own choosing, and (C) to compromise or settle such claim, which compromise or settlement shall be made only with the written consent of the indemnified party, such consent not to be unreasonably withheld or delayed; provided, however, that any such compromise or settlement shall give each indemnified party a full, complete and unconditional release of any and all liability by all relevant parties relating thereto. If the indemnifying party fails to assume the defense of such claim within thirty (30) calendar days after receipt of the Claim Notice, the indemnified party against which such claim has been asserted shall (upon delivering notice to such effect to the indemnifying party) have the right to undertake, at the indemnifying party's cost and expense, the defense, compromise or settlement of such claim on behalf of and for the account and risk of the indemnifying party; provided, however, that such Claim shall not be compromised or settled without the written consent of the indemnifying party, which consent shall not be unreasonably withheld or delayed. In the event the indemnified party assumes the defense of the claim, the indemnified party will keep the indemnifying party reasonably informed of the progress of any such defense, compromise or settlement. The indemnifying party shall be liable for any settlement of any action effected pursuant to and in accordance with and subject to the limitations of this Section and for any final judgment (subject to any right of appeal).

In the event that any action, suit, proceeding or investigation relating hereto or to the transactions contemplated by this Agreement is commenced, the parties hereto agree to immediately notify each other in writing of the pending action, suit, proceeding or investigation, and to cooperate to the extent possible to defend against and respond thereto and make available to each other such personnel, witnesses, books, records, documents or other information within its control that are reasonably necessary or appropriate for such defense.

8. INSURANCE

8.1 Catapult maintains and keeps in force such insurance as Commercial General Liability and Property Damage, as will protect it from claims under Workers' Compensation Acts and also such insurance as will protect it and the District from any other claims for damages for personal injury, including death, and claims for

damages to any property of the District or of the public, which may arise from operations under this Agreement, whether such operations be by Catapult or by any subcontractor or anyone directly or indirectly employed by any of them.

8.2 Catapult shall maintain and keep in force liability insurance which shall under no circumstances be less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate. The amount of property damage insurance shall not be less than One Million Dollars ($1,000,000.00).

8.3 The District will maintain and keep in force such insurance as Commercial General Liability and Property Damage, as will protect it from claims under Workers' Compensation Acts and also such insurance as will protect it and Catapult from any other claims for damages for personal injury, including death, and claims for damages to any property of Catapult, which may arise from operations under this Agreement, whether such operations be by the District or anyone directly or indirectly employed by the District.

8.4 Upon request, both parties shall exchange proofs of the insurances as necessitated in Sections 8.1, 8.2 and 8.3.

9. STATUS CHANGE

9.1 Catapult shall inform the District of any and all circumstances which may impede the progress of the services or performance under this Agreement. In the event of such change in circumstances by Catapult that renders Catapult unable to reasonably perform its obligations hereunder, Catapult may terminate this Agreement without penalty with thirty (30) days prior written notice to the District.

9.2 In addition, the District shall inform Catapult of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including, but not limited to, change in District or the School administration, decrease in original funding source, etc.

9.3 In the case of a change in District or School administration, specifically a change in School principal, the District shall schedule a meeting with Catapult management and the new School principal within sixty (60) days of the start of tenure.

10. NOTICES

10.1 All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given to the party to whom intended if (i) delivered (with an acknowledgment) by hand, (ii) sent by facsimile machine or (iii) sent by certified or registered mail postage pre-paid, return receipt requested. Any notice so delivered or sent shall be deemed to have been duly given on the date of receipt.

10.2 Until changed by notice in the manner specified above, the addresses and telephone numbers of the parties to this Agreement for purposes of this Paragraph shall be the following: (i) for the District 1740 Ohio Avenue, South Live Oak, Florida, 32064 (ii) for Catapult PO Box 444, Elmsford NY 10523.

11. MISCELLANEOUS

11.1 Force Majeure. Neither party will be liable to the other party hereunder or in default under this Agreement for failures of performance resulting from acts or events beyond the reasonable control of such party, including, by way of example and not limitation, acts of God, disease outbreak or widespread illness, computer virus attack or infiltration, civil disturbances, war and strikes.

11.2 No Agency. Nothing in this Agreement shall be deemed to create or give rise to a partnership or joint venture between the parties. Neither party shall have the authority to, or shall attempt to, bind or commit the other party for any purpose except as expressly provided herein.

11.3 Assignment. Neither Catapult nor District may assign or transfer any interest arising in or from this Agreement without the prior written consent of the other party. Provided however, the foregoing consent is not required when such assignment or transfer of any interest arising in or from this Agreement is to a subsidiary, parent company, or a corporate affiliate of Catapult or in connection with the sale of all, or substantially all the outstanding assets or equity of Catapult. In the event of an authorized assignment or transfer of interest, this Agreement will inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors, and assigns.

11.4 Applicable Law. In providing all Services under this Agreement, Catapult shall abide by all applicable federal, state and local statutes, ordinances, rules, regulations, and standards, as well as the standards and requirements imposed upon the District by federal and/or state agencies providing funding to the District for the purchase of Catapult Services.

11.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

11.6 Non-discrimination. Catapult is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.

11.7 No Waiver. No failure on the part of either party to exercise, no delay in exercising, and no course of dealing with respect to any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and all previous agreements or discussions between the parties relating to the subject matter hereof, written or oral, are hereby terminated and/or superseded by this Agreement. This Agreement may be amended or modified only by a written instrument signed by both parties. If any provision of this Agreement is held invalid, the validity of the remainder of this Agreement shall not be affected. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.9 Publicity. Each party may disclose the existence, subject matter, size, and/or value of this Agreement in press releases and public announcements and in such

connection may refer by name to the other party, subject to the other party's consent which consent shall not be unreasonably withheld.

11.10 Number and Gender. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neutral genders.

11.11 Binding Effect. This Agreement will be binding upon the parties hereto and their respective successors and assigns.

11.12 **E-Verify.** 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. 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. 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. 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. 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. 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).

11.13 Contractor's Representations and Warranties. Contractor represents and warrants that the Work Product and any other materials licensed hereunder do not contain any virus, worm, Trojan Horse, tracking software, or devices capable of identifying users or tracking use, or any undocumented software locks or drop dead devices which would render inaccessible or impair in any way the operation of the Work Product or any other hardware, software, or data which the Work Product is designed to work with.

11.14 No Dissemination of Confidential Data. No confidential data collected, maintained, or used during performance of the Agreement shall be disseminated except as authorized by law and with the written consent of the School Board, either during the period of the Agreement or thereafter.

[THE SPACE BELOW IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date first above written.

Suwannee County School Board	**Catapult Learning, LLC**
By:	By: DocuSigned by: Annette Charles E259C258A13B462...
Name: Jerry Taylor	Name: Annette Charles
Title: School Board Chairman	Title: Territory Vice President, Catapult Learning
Date:	Date: 10/14/2022

By:

Name: Ted L. Roush

Title: Superintendent of Schools

Date:

ATTACHMENT A
Service Allocation

School	Curriculum	Session Timing (while School is in session)	Average Number of Students per Group	Number of Groups	Program Start Date to Program End Date
Holy Cross Christian Academy	Intervention With AchieveLiteracy and AchieveMath	Average 90 minutes per week per group	Average of 3 students per group	24 groups 70 total students	October 25, 2022-June 30, 2023 30 weeks across this timeframe

ATTACHMENT B

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.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "**Agreement**") is made and entered into as of **October 25, 2022** (the "**Effective Date**"), by and between **Suwannee County School Board** (the "**District**"), with an address at 1740 Ohio Avenue, South Live Oak, Florida, 32064 and **Catapult Learning, LLC** (hereinafter referred to as "**Catapult**"), with its principal place of business at PO Box 444, Elmsford NY 10523.

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. TERM

1.1 This Agreement shall commence on the Effective Date and terminate on June 30th, 2023, unless terminated earlier in accordance with Section 6 hereof (the "**Term**").

2. DESCRIPTION OF PROFESSIONAL SERVICES

2.1 Upon the terms and conditions set forth herein, Catapult shall provide Intervention/Instruction services utilizing Title I funds (hereinafter referred to as the "**Program**") at Holy Cross Christian Academy (hereinafter the "**School**"). Services shall be provided during the Term of this Agreement, by Catapult staff utilizing Catapult's proprietary programs, systems, teaching techniques, diagnostic tests, diagnostic and academic courses and materials. When necessary, Catapult may deliver the Program, in whole or in part, via distance learning to the extent practicable, without any additional consent or authorization, using programs, systems, teaching techniques, diagnostic tests, evaluation, academic courses and materials adapted for distance learning at the fees, rates and payment schedules as set forth in this Agreement. In circumstances of government mandated actions impacting school operations, Catapult shall make reasonable good faith effort to provide continuous education via distance learning. The description of Services to be provided at the school is listed in Attachment A: Service Allocation (the "**Services**").

2.2 Staff who provide Services in the Program (hereinafter referred to as "**Program Staff**") shall at all times remain Catapult employees or independent contractors, subject to Catapult's ultimate control and authority, including on issues of personnel conduct, discipline and termination.

3. FEES AND PAYMENT

3.1 In consideration of the Services, materials and equipment provided by Catapult as described herein, the District shall pay Catapult a fee in an aggregate Program amount not to exceed Seventy Seven Thousand and 00/100 dollars ($77,000.00) (the "**Fee**")

3.2 The Fee shall be paid on a monthly basis as actual Services are rendered by Catapult. Catapult shall submit an invoice to the District for actual Services provided in the prior month and each invoice shall be due and payable by the District approximately thirty (30) days after receipt of such invoice from Catapult.

4. CONFIDENTIAL AND PROPRIETARY INFORMATION

4.1 The District and the school acknowledge that Catapult's Program (which includes but is not limited to, Catapult's proprietary systems, teaching techniques, diagnostic tests, diagnostic and academic courses and materials) is proprietary in nature and the confidential and exclusive property of Catapult and that the District/school have no right, by virtue of this Agreement or otherwise, to have access to or to disclose said property, except as may be required for monitoring purposes, in which case, prior written approval of disclosure must be obtained from an officer of Catapult, unless required by law. Catapult agrees to comply with Chapter 119.0701, Florida Statutes as set forth in Attachment B, incorporated herein.

4.2 In the event that any proprietary or confidential information is disclosed, intentionally or otherwise to the District/school, each of their employees, agents or assigns, the District/school agree to hold same in strictest confidence and not to disclose same to any other person for any reasons nor utilize same within the District without prior written approval by Catapult.

4.3 The District/school further agree to use all efforts at its disposal to assure that its employees, agents or assigns are aware of the confidential and proprietary nature of the subject matter, and do not disclose same to any other person for any reasons nor utilize same without prior written approval by Catapult. The District/school acknowledge that unauthorized disclosure of Catapult's proprietary and confidential information may cause Catapult irreparable harm and may entitle Catapult to injunctive relief in a court of competent jurisdiction. Upon expiration or early termination of this Agreement, the District shall return all proprietary and/or confidential information in its possession, custody or control to Catapult, including, but not limited to, any and all originals and/or copies of instructional materials, training materials, curriculum plans and lesson plans provided to the District by Catapult for or in connection with the Program.

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5.1 "Catapult Student Records" for the purpose of this Agreement, shall constitute if applicable, all Catapult tests, attendance records and student diagnostic summaries. Access to student education records is subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, et seq.; and Catapult agrees to comply with all material respects of such laws and regulations. Catapult agrees that the confidentiality of student data shall be maintained in accordance with state and federal laws, including FERPA, and the policies on data security and privacy that protect the confidentiality of a student's personally identifiable information as defined by FERPA ("PII"). Catapult will only share such PII with additional third parties if those third parties have an educational purpose in knowing such PII and are contractually bound to adhere to the data protection set forth herein. If access to education records is sought by any third party that is not contractually bound with Catapult, whether in accordance with FERPA or other federal or state laws or regulations, Catapult will immediately notify the District in writing, unless expressly prohibited by judicial and/or administrative order. Should Catapult receive a court order or lawfully-issued subpoena seeking the release of such data or information, Catapult shall provide a copy of the order or subpoena to the District before releasing the requested data or information, unless prohibited by law or judicial/administrative order. Catapult will hold student records for a period

of three (3) years or until the Program ends, whichever is longer. At the end such period, prior to destruction of such student records, Catapult will return the student records to the District at the District's written request.

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6.2 In the event either party elects to terminate this Agreement pursuant to Section 6.1, Catapult shall be entitled to an equitable adjustment hereunder. Said equitable adjustment shall include all fees for services rendered up to the date of termination and costs reasonably incurred by Catapult in connection with such termination. If adequate notice is not provided in accordance with Section 6.1, Catapult shall also be entitled to payment of any fees that would have been earned during the balance of the notice period.

6.3 Notwithstanding the foregoing, Sections 4, 5 and 7 and the obligations of the parties there under, shall survive termination of this Agreement.

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7.1 The District shall indemnify Catapult against and from all direct costs, expenses, damages, injury or loss (specifically excluding any incidental, consequential, special, punitive or indirect damages or lost profits of any kind) to which Catapult may be subject by reason of any wrongdoing, misconduct, want of care, skill, gross negligence, or default by District, its officers, directors, agents, employees, or assigns, in the execution or performance of this Agreement.

7.2 Catapult shall indemnify the District against and from all direct costs, expenses, damages, injury or loss (specifically excluding any incidental, consequential, special, punitive or indirect damages or lost profits of any kind) to which the District may be subject by reason of any wrongdoing, misconduct, want of care, skill, gross negligence, or default by Catapult, its agents, employees, or assigns, in the execution or performance of this Agreement.

7.3 If a claim for indemnification (a "**Claim**") is to be made by a party entitled to indemnification hereunder against the indemnifying party, the party claiming such indemnification shall give written notice (a "**Claim Notice**") to the indemnifying party as soon as practicable after the party entitled to indemnification becomes aware of any fact, condition or event which may give rise to damages for which indemnification may be sought under this Section. Such Claim Notice shall specify the nature and amount of the Claim asserted, if actually known to the party entitled to indemnification hereunder. If any lawsuit or enforcement action is filed against

any party entitled to the benefit of indemnity hereunder, written notice thereof shall be given to the indemnifying party as promptly as practicable and in any event within fifteen (15) days after the service of the citation or summons. Subject to the limitations of this Section, the failure of any indemnified party to give timely notice hereunder shall not affect rights to indemnification hereunder, except to the extent that the indemnifying party demonstrates actual damage caused by such failure. After such notice, if the indemnifying party shall acknowledge in writing to the indemnified party that the indemnifying party shall be obligated under the terms of its indemnity hereunder in connection with such lawsuit or action, then the indemnifying party shall be entitled, if it so elects at its own cost and expense, (A) to take control of the defense and investigation of such lawsuit or action, (B) to employ and engage attorneys of its own choice, who shall be reasonably satisfactory to the indemnified party, to handle and defend the same unless the named parties to such action or proceeding include both the indemnifying party and the indemnified party and the indemnified party has been advised in writing by counsel that there may be one or more legal defenses available to such indemnified party that are different from or additional to those available to the indemnifying party, in which event the indemnified party shall be entitled, at the indemnifying party's cost and expense, to separate counsel of its own choosing, and (C) to compromise or settle such claim, which compromise or settlement shall be made only with the written consent of the indemnified party, such consent not to be unreasonably withheld or delayed; provided, however, that any such compromise or settlement shall give each indemnified party a full, complete and unconditional release of any and all liability by all relevant parties relating thereto. If the indemnifying party fails to assume the defense of such claim within thirty (30) calendar days after receipt of the Claim Notice, the indemnified party against which such claim has been asserted shall (upon delivering notice to such effect to the indemnifying party) have the right to undertake, at the indemnifying party's cost and expense, the defense, compromise or settlement of such claim on behalf of and for the account and risk of the indemnifying party; provided, however, that such Claim shall not be compromised or settled without the written consent of the indemnifying party, which consent shall not be unreasonably withheld or delayed. In the event the indemnified party assumes the defense of the claim, the indemnified party will keep the indemnifying party reasonably informed of the progress of any such defense, compromise or settlement. The indemnifying party shall be liable for any settlement of any action effected pursuant to and in accordance with and subject to the limitations of this Section and for any final judgment (subject to any right of appeal).

In the event that any action, suit, proceeding or investigation relating hereto or to the transactions contemplated by this Agreement is commenced, the parties hereto agree to immediately notify each other in writing of the pending action, suit, proceeding or investigation, and to cooperate to the extent possible to defend against and respond thereto and make available to each other such personnel, witnesses, books, records, documents or other information within its control that are reasonably necessary or appropriate for such defense.

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8.1 Catapult maintains and keeps in force such insurance as Commercial General Liability and Property Damage, as will protect it from claims under Workers' Compensation Acts and also such insurance as will protect it and the District from any other claims for damages for personal injury, including death, and claims for

damages to any property of the District or of the public, which may arise from operations under this Agreement, whether such operations be by Catapult or by any subcontractor or anyone directly or indirectly employed by any of them.

8.2 Catapult shall maintain and keep in force liability insurance which shall under no circumstances be less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate. The amount of property damage insurance shall not be less than One Million Dollars ($1,000,000.00).

8.3 The District will maintain and keep in force such insurance as Commercial General Liability and Property Damage, as will protect it from claims under Workers' Compensation Acts and also such insurance as will protect it and Catapult from any other claims for damages for personal injury, including death, and claims for damages to any property of Catapult, which may arise from operations under this Agreement, whether such operations be by the District or anyone directly or indirectly employed by the District.

8.4 Upon request, both parties shall exchange proofs of the insurances as necessitated in Sections 8.1, 8.2 and 8.3.

9. STATUS CHANGE

9.1 Catapult shall inform the District of any and all circumstances which may impede the progress of the services or performance under this Agreement. In the event of such change in circumstances by Catapult that renders Catapult unable to reasonably perform its obligations hereunder, Catapult may terminate this Agreement without penalty with thirty (30) days prior written notice to the District.

9.2 In addition, the District shall inform Catapult of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including, but not limited to, change in District or the School administration, decrease in original funding source, etc.

9.3 In the case of a change in District or School administration, specifically a change in School principal, the District shall schedule a meeting with Catapult management and the new School principal within sixty (60) days of the start of tenure.

10. NOTICES

10.1 All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given to the party to whom intended if (i) delivered (with an acknowledgment) by hand, (ii) sent by facsimile machine or (iii) sent by certified or registered mail postage pre-paid, return receipt requested. Any notice so delivered or sent shall be deemed to have been duly given on the date of receipt.

10.2 Until changed by notice in the manner specified above, the addresses and telephone numbers of the parties to this Agreement for purposes of this Paragraph shall be the following: (i) for the District 1740 Ohio Avenue, South Live Oak, Florida, 32064 (ii) for Catapult PO Box 444, Elmsford NY 10523.

11. MISCELLANEOUS

11.1 Force Majeure. Neither party will be liable to the other party hereunder or in default under this Agreement for failures of performance resulting from acts or events beyond the reasonable control of such party, including, by way of example and not limitation, acts of God, disease outbreak or widespread illness, computer virus attack or infiltration, civil disturbances, war and strikes.

11.2 No Agency. Nothing in this Agreement shall be deemed to create or give rise to a partnership or joint venture between the parties. Neither party shall have the authority to, or shall attempt to, bind or commit the other party for any purpose except as expressly provided herein.

11.3 Assignment. Neither Catapult nor District may assign or transfer any interest arising in or from this Agreement without the prior written consent of the other party. Provided however, the foregoing consent is not required when such assignment or transfer of any interest arising in or from this Agreement is to a subsidiary, parent company, or a corporate affiliate of Catapult or in connection with the sale of all, or substantially all the outstanding assets or equity of Catapult. In the event of an authorized assignment or transfer of interest, this Agreement will inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors, and assigns.

11.4 Applicable Law. In providing all Services under this Agreement, Catapult shall abide by all applicable federal, state and local statutes, ordinances, rules, regulations, and standards, as well as the standards and requirements imposed upon the District by federal and/or state agencies providing funding to the District for the purchase of Catapult Services.

11.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

11.6 Non-discrimination. Catapult is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.

11.7 No Waiver. No failure on the part of either party to exercise, no delay in exercising, and no course of dealing with respect to any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and all previous agreements or discussions between the parties relating to the subject matter hereof, written or oral, are hereby terminated and/or superseded by this Agreement. This Agreement may be amended or modified only by a written instrument signed by both parties. If any provision of this Agreement is held invalid, the validity of the remainder of this Agreement shall not be affected. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.9 Publicity. Each party may disclose the existence, subject matter, size, and/or value of this Agreement in press releases and public announcements and in such

connection may refer by name to the other party, subject to the other party's consent which consent shall not be unreasonably withheld.

11.10 Number and Gender. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neutral genders.

11.11 Binding Effect. This Agreement will be binding upon the parties hereto and their respective successors and assigns.

11.12 E-Verify. 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. 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. 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. 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. 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. 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).

11.13 Contractor's Representations and Warranties. Contractor represents and warrants that the Work Product and any other materials licensed hereunder do not contain any virus, worm, Trojan Horse, tracking software, or devices capable of identifying users or tracking use, or any undocumented software locks or drop dead devices which would render inaccessible or impair in any way the operation of the Work Product or any other hardware, software, or data which the Work Product is designed to work with.

11.14 No Dissemination of Confidential Data. No confidential data collected, maintained, or used during performance of the Agreement shall be disseminated except as authorized by law and with the written consent of the School Board, either during the period of the Agreement or thereafter.

[THE SPACE BELOW IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date first above written.

Suwannee County School Board	**Catapult Learning, LLC**
By:	By: DocuSigned by: Annette Charles 5258C26EA138402...
Name: Jerry Taylor	Name: Annette Charles
Title: School Board Chairman	Title: Territory Vice President, Catapult Learning
Date:	Date: 10/14/2022

By:

Name: Ted L. Roush

Title: Superintendent of Schools

Date:

ATTACHMENT A
Service Allocation

School	Curriculum	Session Timing (while School is in session)	Average Number of Students per Group	Number of Groups	Program Start Date to Program End Date
Holy Cross Christian Academy	Intervention With AchieveLiteracy and AchieveMath	Average 90 minutes per week per group	Average of 3 students per group	24 groups 70 total students	October 25, 2022-June 30, 2023 30 weeks across this timeframe

ATTACHMENT B

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.

AFFILIATION AGREEMENT

This Agreement is entered into on October 25, 2022, between the Suwannee County School Board ("SCSB") and SEG Holding, (on behalf of itself and its commonly owned affiliates, "Clinical Site").

Whereas, SCSB, through the RIVEROAK Technical College ("RTC"), operates a Pharmacy Technician program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technician students may acquire clinical experience at the facilities of the Clinical Site; and,

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

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

Section 1. Duties of Pharmacy Technician Program Director

1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 The number of assigned students and the dates and hours that students will be assigned shall be mutually agreed upon by the parties. RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Pharmacy Technician Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain at all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are required by law and the facility. RTC shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Pharmacy Technician students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Pharmacy Technician.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, break room, conference rooms, as necessary and available.

2.6 The Clinical Site shall reasonably cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall use commercially reasonable efforts to allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, as agreed upon by the parties, the Director or the Director of the School of Pharmacy Technician, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the program's accomplishment of its clinical objective. Minutes of the meeting may be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no remuneration is involved.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

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

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

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

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving thirty (30) days prior written notice to the other party. The Clinical Site agrees to use commercially reasonable efforts to allow any students assigned to the Clinical Site prior to the termination of this Agreement to complete their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

(c) Either party is in default under any of the terms of this Agreement and fails to cure such default within thirty (30) days after receiving written notice of such default from the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

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

10.2 SCSB shall indemnify, defend and hold harmless Clinical Site, its parent companies, and affiliates (collectively, "Clinical Site Indemnitees") from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by Clinical Site Indemnitees related to any actions brought against any Clinical Site Indemnitee to the extent arising out of or in connection with the acts or omissions of SCSB, RTC, their respective agents, officers, students, or employees in the provision of services or performance of duties by SCSB or RTC pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the

exclusive state court forum for said litigation shall be in Duval County, in the court of appropriate jurisdiction.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

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

Section 13. Force Majeure

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

Section 14. **Applicable Law**. Pharmacy shall comply with all applicable laws related to this Agreement.

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, Florida 32064

SEG Holding, LLC
8928 Prominence Parkway, Bldg. 200
Jacksonville, Florida 32256

By:_____
Ted L. Roush
Superintendent of Schools

By:_____
Gayle Shields
VP, Pharmacy & Own Brands

Legal Approval

Atty: _____
Date: _____

By:_____
Jerry Taylor, Chairman
Suwannee County School Board

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

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

INFO ONLY

SCSB 2023-91 (REVISED/RENEWAL)
(Replaces SCSB 2023-49; previously approved on 06/28/2022)

AFFILIATION AGREEMENT

This Agreement is entered into on October 25, 2022~~July 1~~, 2022, between the Suwannee County School Board ("SCSB") and SEG Holding, ~~LLCSoutheastern Grocers, Inc., d/b/a Winn-Dixie Pharmacy~~ (on behalf of itself and its commonly owned affiliates, "Clinical Site").

Whereas, SCSB, through the RIVEROAK Technical College ("RTC"), operates a Pharmacy Technician program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technician students may acquire clinical experience at the facilities of the Clinical Site; and,

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

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

Section 1. Duties of Pharmacy Technician Program Director

1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 The number of assigned students and the dates and hours that students will be assigned shall be mutually agreed upon by the parties. RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the ~~number of assigned students, the dates and hours that students will be assigned, the~~ expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

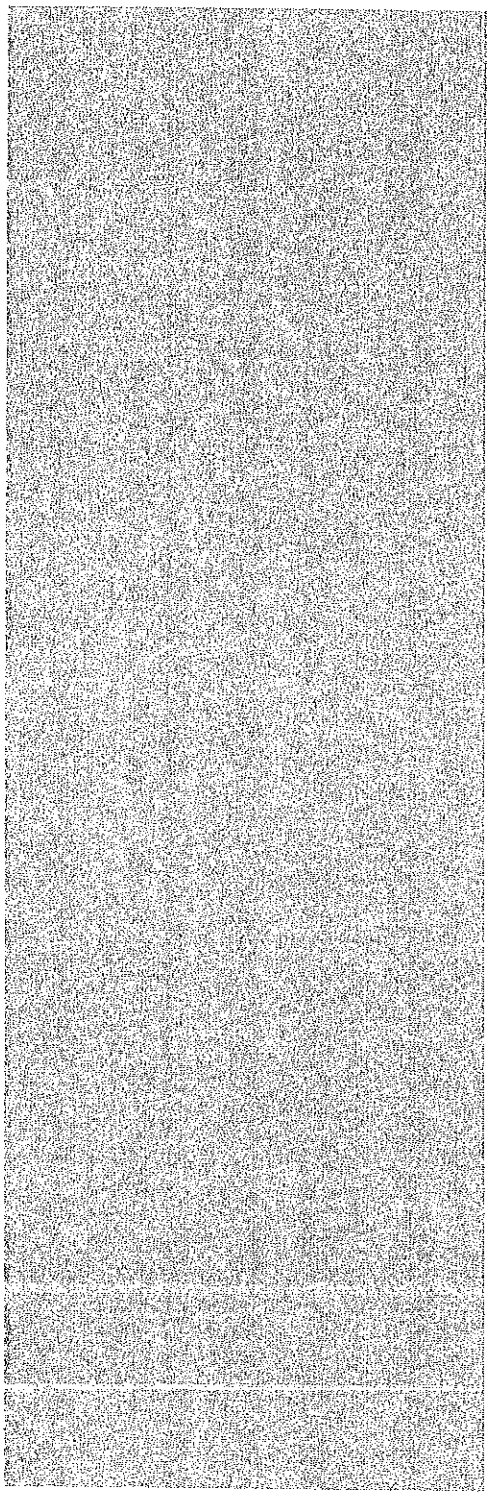
1.3 RTC shall retain responsibility for the administration of the Pharmacy Technician Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain at all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.



INFO ONLY

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are required by law and the facility. ~~The school~~RTC shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Pharmacy Technician students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Pharmacy Technician.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, break room, conference rooms, as necessary and available.

2.6 The Clinical Site shall reasonably cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

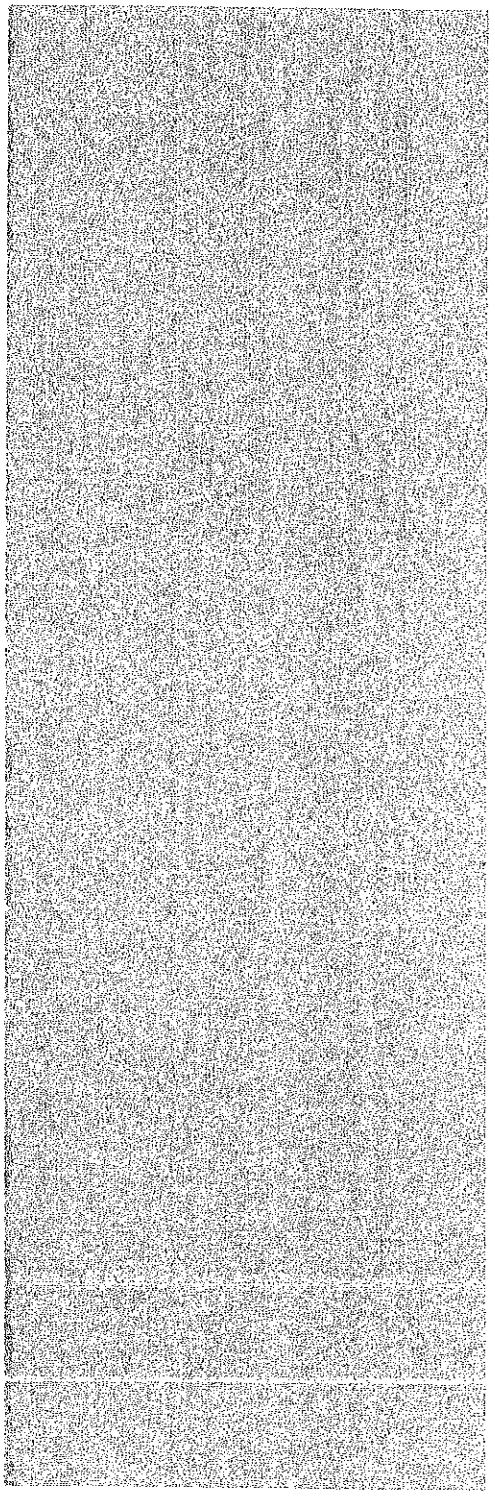
2.7 The Clinical Site shall use commercially reasonable efforts to allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, ~~but at least once per year~~as agreed upon by the parties, the Director or the Director of the School of Pharmacy Technician, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the ~~Program's~~ program's accomplishment of its clinical objective. Minutes of the meeting ~~shall~~may be kept to document any recommended changes.

Section 4. Costs and Fees



INFO ONLY

4.1 It is understood that the general purpose of this Agreement is educational, and no ~~monetary~~ remuneration is involved~~ because of the mutual benefits inherent in the School of Pharmacy Technician Program~~.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

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

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

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

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving ~~one hundred eighty (180)~~thirty (30) days prior written notice to the other party. The Clinical Site agrees to ~~make its best~~use commercially reasonable efforts to ~~ensure~~ allow ~~that any termination under this Subsection shall not take effect until~~any students assigned to the Clinical Site ~~prior to the~~ termination of this Agreement to~~have~~ completed their clinical rotation.

INFO ONLY

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

(c) Either party is in default under any of the terms of this Agreement and fails to cure such default within ~~sixty (~~thirty (630) days after receiving written notice of such default ~~for~~ from the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

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

10.2 SCSB shall indemnify, defend and hold harmless Clinical Site, its parent companies, and affiliates (collectively, "Clinical Site Indemnitees") from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by Clinical Site Indemnitees related to any actions brought against any Clinical Site Indemnitee to the extent arising out of or in connection with the acts or omissions of SCSB, RTC, their respective agents, officers, students, or employees in the provision of services or performance of duties by SCSB or RTC pursuant to this Agreement.

Section 11. Governing Law and Venue

INFO ONLY

11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in ~~Suwannee~~ Duval County, in the court of appropriate jurisdiction.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

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

Section 13. Force Majeure

~~Except for payment of sums due, neither~~Neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the ~~2021-2022~~applicable academic year.

Section 14. ~~E-Verify~~**Applicable Law**. ~~Effective July 1, 2020~~

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

~~A. 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.~~

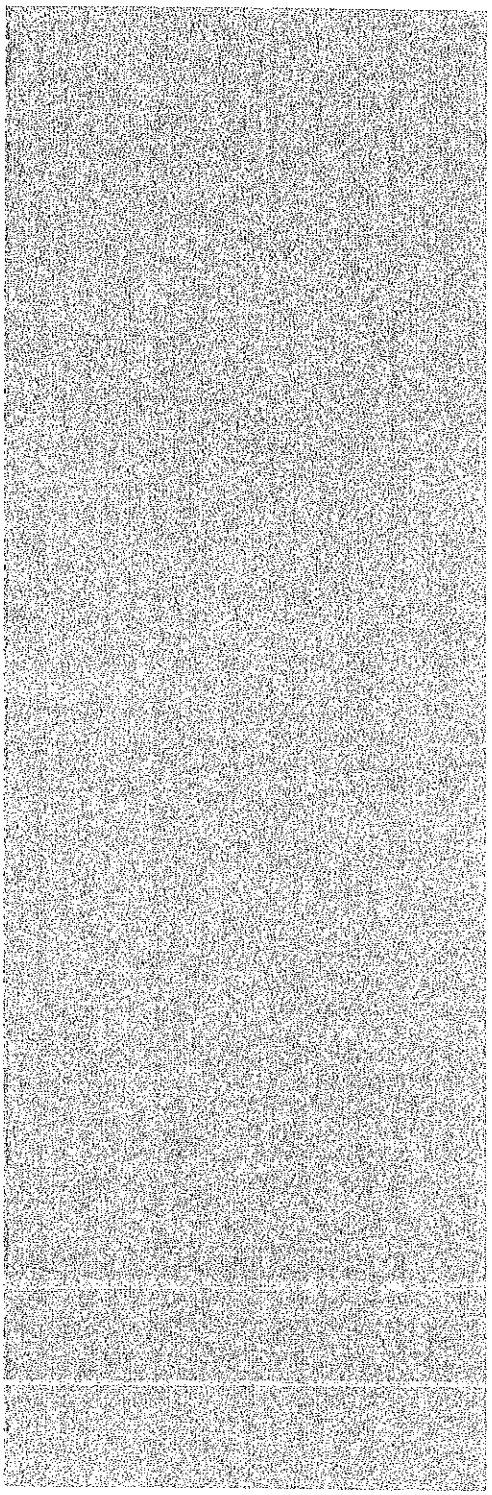
~~(i) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.~~

Commented [YN1]: 448.095 does not appear to apply to this agreement.

~~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.~~Pharmacy shall comply with all applicable laws related to this Agreement.

~~B. 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.~~

~~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).~~



INFO ONLY

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board

1740 Ohio Avenue, South
Live Oak, Florida 32064

By: _____
Ted L. Roush
Superinteudent of Schools

By: _____
Jerry Taylor, Chairman
Suwannee County School Board

SEG Holding, LLC

8928 Prominence Parkway, Bldg. 200
Jacksonville, Florida 32256

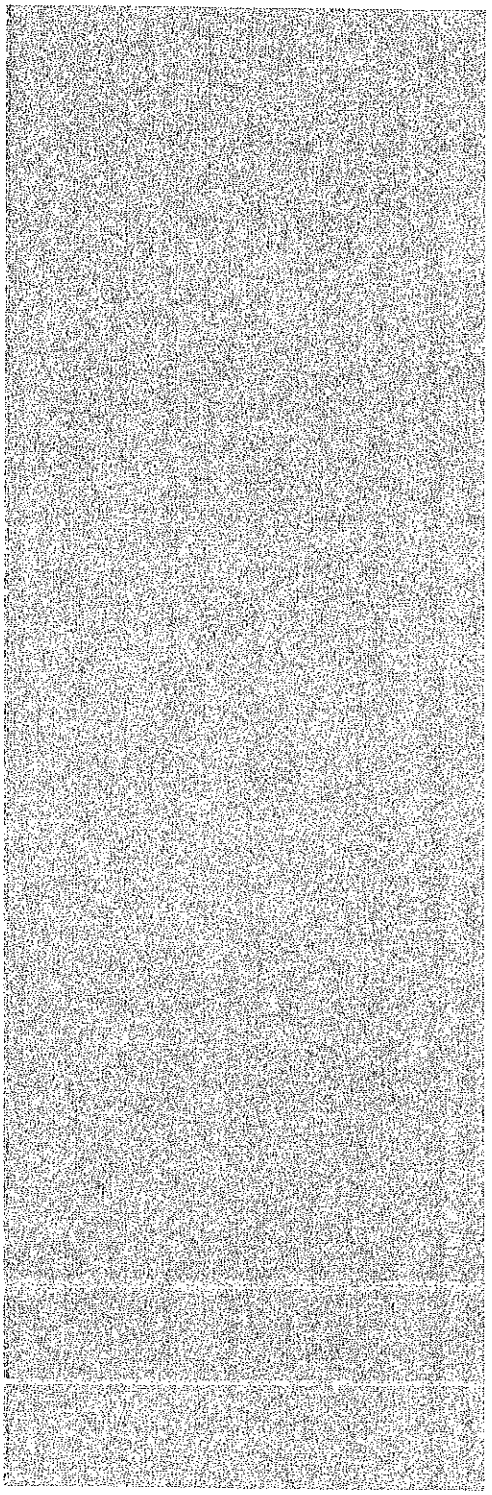
By: _____
Gayle Shields
VP, Pharmacy & Own Brands

Legal Approval

~~By:~~ Atty: _____
Date: _____

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INFO ONLY



SCSB 2023-91 (REVISED/RENEWAL)
(Replaces SCSB 2023-49; previously approved on 06/28/2022)

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

ATTACHMENT #23-051-A51 (hereinafter referred to as the "Attachment") to CONTRACT #731-23-051 between the School Board of Suwannee County, Florida (hereinafter referred to as "Suwannee"), and the School Board of Putnam County, Florida, on behalf of the North East Florida Educational Consortium (hereinafter together referred to as NEFEC).

This Attachment period shall be from September 28, 2022, to June 30, 2023, unless otherwise amended/extended by mutual agreement.

I. OBLIGATIONS OF NEFEC:

A. Provide professional learning to teachers, instructional coaches, and administrators. The nature of the support will be determined through the collaborative efforts of school staff, district staff, and NEFEC, and may include but not be limited to:

- Data disaggregation;
- Instructional practice support;
- Curriculum alignment;
- Rigor of FSA/B.E.S.T. standards;
- Progress monitoring support;
- Coaching Model; and
- Observations and walkthroughs.

A. Have Level II clearances registered with NEFEC's fiscal agent.

II. OBLIGATIONS OF SUWANNEE:

A. Pay NEFEC $1,000.00 per day for services requiring one NEFEC specialist. Travel is included in this amount. The number of days will not exceed ten (10), for a total not to exceed $10,000.

B. Provide NEFEC full access to the campus and classrooms, as well as student and teacher data, if deemed appropriate.

Page 2
ATTACHMENT #23-051-A51

APPROVED AND RECOMMENDED FOR SIGNING

The School Board of Suwannee County, Florida

by Ted L. Roush, Superintendent

Dated: _____

by Jerry Taylor, Chairperson

Dated: _____

The School Board of Putnam County, Florida

by Richard M. Surrency, Sr., Ed.D., Superintendent

Dated: 9-27-22

by Holly Pickens, Chairperson

Dated: 9-27-22

North East Florida Educational Consortium

by Dr. Patrick Wnek, Executive Director

Dated: 9/27/22

ATTACHMENT #23-051-A5 1 (hereinafter referred to as the "Attachment") to CONTRACT #731-23-051 between the School Board of Suwannee County, Florida (hereinafter referred to as "Suwannee"), and the School Board of Putnam County, Florida, on behalf of the North East Florida Educational Consortium (hereinafter together referred to as NEFEC).

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by Ted L. Roush, Superintendent

Dated: _____

The School Board of Putnam County, Florida

by Richard M. Surrency, Sr., Ed.D., Superintendent

Dated: 9-27-22

by Jerry Taylor, Chairperson

Dated: _____

by Holly Pickens, Chairperson

Dated: 9-27-22

North East Florida Educational Consortium

by Dr. Patrick Wnek, Executive Director

Dated: 9/27/22

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: William Brothers, Director of Human Resources

DATE: October 10, 2022

RE: Human Resources Transactions for October 25, 2022

Regular Meeting

RECOMMENDATION:

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

SUWANNEE COUNTY SCHOOL BOARD
Human Resources Transactions
October 25, 2022

TO: District School Board of Suwannee County

FROM: Ted L. Roush
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 2022-2023 SCHOOL YEAR:

RECOMMENDATIONS: INSTRUCTIONAL:

Suwannee Middle School:
Jared Smith, Teacher (Long Term Substitute), effective October 5, 2022
REPLACES: Lesley Fry

Suwannee Springcrest Elementary:
Heidi Cavitt, Teacher, effective October 10, 2022
REPLACES: New Position

TERMINATION:

Suwannee Riverside Elementary:
Heather Voss, Teacher, effective September 23, 2022

RESIGNATION: INSTRUCTIONAL:

Branford High School:
Anne Etcher, Teacher, effective October 14, 2022

LEAVE OF ABSENCE: (MATERNITY):

Suwannee Middle School:
Logan Hurst, Teacher, effective October 17, 2022 through January 3, 2023

RETIREMENT: NON-INSTRUCTIONAL:

Transportation:
Mercedes Gervacio, Bus Attendant, effective October 3, 2022
(Amended from the April 26, 2022 Agenda)

RECOMMENDATIONS: NON-INSTRUCTIONAL:

District Wide:
Jenna Chancey, 8 Hour Food Service Worker, effective October 11, 2022
REPLACES: Annie Folsom/Demetres Perkins

Suwannee High School:
Cynthia Ford, Head Custodian, effective October 3, 2022
REPLACES: Lloyd Jackson

LaTangelia Tanksley, Paraprofessional, effective September 23, 2022
REPLACES: Vance Wiggins

Suwannee Riverside Elementary:
Cinthia Luna Perez, Paraprofessional, effective September 26, 2022
REPLACES: Erika Delgado

Suwannee Springcrest Elementary:
Melinda Soto, Paraprofessional, effective October 6, 2022
REPLACES: New Position

Transportation:
Michael Copfer, Bus Driver, effective October 4, 2022
REPLACES: Alice Wenig

Amber Deaton, Bus Driver, effective October 4, 2022
REPLACES: Ashley Payne

Amanda Preston, Bus Driver, effective October 12, 2022
REPLACES: Sarah Heeley

RESIGNATIONS: NON-INSTRUCTIONAL:

Suwannee High School:
Stephanie Eady, Paraprofessional, effective October 14, 2022

Transportation:
Caleb Jones, Bus Attendant, effective September 15, 2022

LEAVE OF ABSENCE: (FAMILY MEDICAL):

Suwannee Pineview Elementary:
Barbara Tucker, Paraprofessional, effective September 28, 2022
(To be used intermittently for 12-month period)

LEAVE OF ABSENCE: (MATERNITY):

Suwannee Riverside Elementary:
Chantel Williams, School Nurse, effective September 21, 2022 through November 18, 2022
(With the option to return sooner if release from her doctor)

SUPPLEMENTARY:

Employee Name	Position	Location
Nahjawan Dukes	Varsity Assistant Football Coach	Suwannee High School
Joseph Gaddy	Girls' Track Coach	Suwannee Middle School
Daniel Marsee	JV Assistant Football Coach	Suwannee High School
Cody Wall	Head Wrestling Coach	Suwannee Middle School
Daniel Skelly	Planning Period Supplement	Suwannee Middle School
Kayla Williamson	Assistant Girls' Basketball Coach	Suwannee Middle School

MISCELLANEOUS:

Branford High School:
Approval for Stefani Santos to work up to 100 additional hours at her hourly rate to coordinate student activities at BHS

Approval of the following to receive the (1 time) Reading Endorsement Supplement:

Melinda Ahrens	Megan Collins	Elisa Hall
Amy Allen	Tracy Combee	Sabrina Harrell
Jessica Anderson	Cheri Copeland	Brandi Hart
Katrina Armstead	Rhoda Crews	Amanda Hayes
Evelyn Arnold	Krystal Cundiff	Tina Hayes
Tammy Atkinson	McKenzie Dalton	Caron Heffner
Jennifer Beach	Julia Davidson	Susan Helvenston
Kaycie Blanton	Rosa Davis	Amy Hendry
Marcia Boatright	Javonne (Carolyn) Day	Cristina Herrington
Livesay Boggus	Heather Dean	Angela Hester
Kirsten Boston	Lynsee Dicks	Stacia Hewett
Kathryn Bower	Cara Disken	Hannah Hicks
Melissa Bozeman	Erin Driggers	Angel Hill
Ashley Broughton	Jean Eckhoff	Patricia Hines
Crystal Brown	Robyne Edwards	Jennifer Hitt
Lyndsey Browning	Tamara Felton	Melissa Holtzclaw
Vicki Bryan	Laura Ferguson	Mandi Howard
Kimberly Bulaskas	Abby Fleming	Pamela Hoyle
Deanna Burkett	Krystal Fletcher (McCormick)	Logan Hurst
Stephenie Busch	Tammy Flowers	Ariel Jennings
Bethany Byrd	April Frye	Victoria Jensen
Jennifer Byrd	Rhonda Furry	Jessica Johnson
Jennifer Campbell	Kimberly Garrett	Elizabeth Johnston
Victoria Carter	Danielle Gay	Cierra Keen
Jamie Cato	Michelle Glenn	Traci Kirby
Kristy Chauncey	Jacqueline Glover	Julie Klecka
Amanda Clark	Staci Greaves	Stephanie Knighton
Jenny Clark	Traci Green	Vera Knighton
Erin Clary	Diane Hale	Charlena Land

Dyanna Leathlean
Connie Leavitt
Marjerian Lewis
Susan Mackin
Jazmin Marrero
Christina McCullers
Lynda McInnis
Joyce McIntosh
Melissa McKire
Deidre McManaway
Holly McMillan
Lindy Meeks
Lorri Mercer
Keeley Messer
Katie Miller
Janell Miracle
Hannah Moreno
Kimberly Mott
Susan Mowry
Emily Murphy
Jennifer Neely
Catherine Nicely
Sean Oliver
Katee O'Quinn
Charis Parker
Kelly Pennington
Lisa Pennington
Denah Phillips
Skyler Phillips
Stephanee Phillips
Lindsey Ramsey
Mandy Ramsey
Elizabeth Rang
Rebecca Reaves
Jennifer Richer
Erin Roberts
Laura Roberts
Ona Robertson-Oxendine
Sergio Rodriguez
Theda Roper
Brooklyn Ross
Stacey Skierski
Airalisha Sowells
Jennifer Stevens
Wynette Sumner
Brittany Thomas
Lindsey Thomas
Michelle Thompson
Amy Townsend
Michele Turman
Jennifer Turner
Lorena Urban
Miranda Walker
Kimberly Warren
Marie Warren
Joann Weber
Karen Welch
Jenny White
Shannon White
Kelli Williams
Laura Williams
Margaret Williams
Jo Anne Wimberely
Sandra Winburn
Jennifer Winnett
Ashlee Wooley

Pre-K Extended Day Program:
Approval for Alice Gambel to work in the Pre-K Extended Day Program

District Wide:
Approval of the following employees to work as paraprofessionals in the 21st Century Afterschool program:

Kirsten Boston Makenzie Greaves Erika Leak Damaris Valdez

SUBSTITUTES:

Transportation:
The following to serve as Substitute Bus Attendant:

Erika Broad
Edna Bryant
Brandi Ludwig
Alexandria Vester

VOLUNTEERS:

SHS/SSE/SMS	Jessica Alcorn	APT/Advisory, Field Trips, Clubs
SHS/SSE/SMS	Tyler Alcorn	APT/Advisory, Field Trips, Clubs
SRE	Morgan Armstrong	Classroom, Field Trips
BES	Debra Baldwin	Classroom, Field Trips, Clubs
SSE	Geralunda Bell	Field Trips
SPE	Victoria Bilodeau	Field Trips, Classroom
BES	Jessica Bradow	APT/Advisory, Classroom, Field Trips
SRE/SPE/SES	Richard Calvitt	Classroom, Field Trips
BES	David Campbell	Field Trips
BES	Shirley Campbell	Classroom, Field Trips

BHS	William Cannon	Bassmasters Club
BES	Diane Caruso	Classroom
SSE	Evie Castro	Classroom, Field Trips
SPE	Nicholas Clements	Field Trips
SPE	Marchayla Cline	Classroom, Field Trips
SHS	Tammy Corbin	Classroom, Field Trips, Clubs
SPE	Jessica Cozatt	Field Trips
BES	Doris Cranford	APT/Advisory, Classroom, Field Trips, Clubs
SPE	Michael Creech	Field Trips
BES	Victoria Crossno	Classroom, Field Trips
BHS/BES	Sadie Danko	Classroom, Field Trips, Extra, 4H, FFA
BES	Nina Derringer	Field Trips, Clubs
SPE	Kelsie Diroma	Field Trips, Clubs
SHS	Jennifer Donaldson	Golf, Clubs
SHS	Todd Donaldson	Golf, Clubs
SPE	Kaiyla Doyle	Classroom, Field Trips
SSE	Tara Edwards	Classroom, Field Trips, Clubs
SPE	Tiffany Egan	Classroom, Field Trips
SSE	Kaylee Estevez	Classroom, Field Trips
SSE	Michael Estevez	Classroom, Field Trips
SPE	Sarah Eubanks	Media Assistant
BES	Gina Felty	APT/Advisory, Classroom, Field Trips, Clubs
BES/BHS	Ariel Fernandez	Field Trips
SSE	Eduardo Gamez	Classroom, Field Trips
SSE	Morgan Gamez	Classroom, Field Trips
SRE/SPE	Janet Good	Classroom
SMS/SRS	LaShone Griffin	Field Trips
BES	Cassie Hammond	APT/Advisory, Classroom, Field Trips
SSE	Deleah Harris	Field Trips
RTC	Tracy Henderson	APT/Advisory, Classroom
SHS/SMS	Kalie Hingson	APT/Advisory, Classroom, Field Trips, Clubs
BES/BHS	Troy Hollinger	Classroom, Field Trips, Clubs
SMS	Armanda Howard	APT/Advisory, Classroom, Field Trips
SSE	Michael Huffman	APT/Advisory, Classroom, Field Trips, Clubs
SSE	Cheryl Jackson	Field Trips
SSE	Jedidiah Jackson	Classroom, Field Trips
SSE	Sara Jones	Classroom, Field Trips
BES	Kevin Kelly	Classroom, Field Trips
BES	Sara Kelly	Classroom, Field Trips
SRE/SMS/SHS	Amanda King	Classroom, Field Trips
BESBHS	Trannie Lacquey	Classroom, Field Trips, Clubs
SSE	Stephanie Land	APT/Advisory, Classroom, Field Trips
BES	Jessica Leighton	APT/Advisory, Classroom, Field Trips, Clubs
SRE	Meghan Linton	APT/Advisory
SPE	Selena Lopez	Field Trips
SHS/SMS	Douglas Mabey	Clubs
SPE	Felicia Meadows	Classroom, Field Trips, Clubs
SPE	Breanna Mosier	Field Trips
BES	Cynthia Murray	APT/Advisory, Classroom, Field Trips, Clubs

SSE	Jordan Nash	Field Trips
BES	Emma Noll	Classroom
SHS/SMS	Amy Parker	NJROTC Boosters
SSE	Makayla Perbtani	Classroom, Field Trips
BES/BHS	Diana Persyns	Field Trips
BES	Jack Powell	Classroom
SPE	Sarah Raymond	Field Trips, Clubs
SPE	Austin Reeves	APT/Advisory, Classroom, Field Trips, Clubs
SHS	Trevor Ross	Football
BES	Amber Schwab	APT/Advisory, Classroom, Field Trips
SSE	Rosana Segura	Field Trips
BES	Billy Shaw	Classroom, Field Trips
BES	Kristen Shaw	Classroom, Field Trips
SRE/SHS	Amy Shearer	Reading PALS, Girls Weightlifting
SRE	Sandra Smith	Classroom
BHS/BES	Cara Soride	Classroom, Field Trips, Extra, 4H, FFA
BHS/BES	Matthew Soride	Classroom, Field Trips, Extra, 4H, FFA
SPE	Shainah Spier	Field Trips
BES	Andrea Swanson	Field Trips
BES	Jacqueline Tolbert	Field Trips
SSE	Leonardo Torres	Classroom, Field Trips
SHS/SMS	Brian Tuvell	Student Government
SSE	Kendall Wainwright	APT/Advisory, Classroom, Field Trips, Clubs
SHS	Shera Wainwright	Clubs
BHS	Jennifer Watkins	Bassmasters Club
BHS	Nathanial Watkins	Bassmasters Club
SSE	James Webb	APT/Advisory, Classroom, Field Trips
SSE	Jennifer Webb	APT/Advisory, Classroom, Field Trips
SPE	Danielle Wood	Classroom
SSE	Taylor Wood	Classroom, Field Trips

End of List
2022-2023
School Year

EDUCATIONAL FIELD TRIPS AND EXTRACURRICULAR TRIPS 4.141

POLICY:

A. Special school trips shall be classified as follows:

1. Educational Field Trips - Any trip which is directly related to a unit of instruction being studied by a particular group of students.

2. Extracurricular Trips - A trip which is not directly related to the instructional program, but is related to a school-sponsored or connected activity.

B. Each school shall develop a program of field trips which are suitable to each grade level and provide for a variety of experiences. A list of suitable educational trips shall be submitted to the Superintendent for approval; out-of-state trips, excluding Georgia, must be approved by the School Board.

C. Written permission of the student's parent(s) or legal guardian shall be required for any student who attends an educational trip. The written permission shall be kept on file.

1. Proper arrangements shall be made for any student(s) who does not attend a field trip.

2. No fee shall be charged to a student for the cost of an educational field trip.

3. The Superintendent shall develop procedures to be followed relating to extracurricular field trips to ensure all eligible students have the opportunity to participate in the field trip. These procedures shall include accommodations or modifications for field trips that involve overnight lodging. These procedures shall also be consistent with the Parental Bill of Rights, protect the privacy of educational records and privacy interests of all students and parents, and provide for parental notification as set forth in section D. of this Policy.

D. Parental Notification and Permission

The student's parent or guardian, as defined by Florida Statutes, shall be notified prior to any field trip. Any student attending a trip shall present a signed note from his or her parent or guardian giving permission for him or her to attend the trip. Such notice shall state:

1. the nature of the field trip;
2. specific location(s) and type(s) of establishment(s) to be visited;
3. the date(s) of the trip, the time of departure, and time of return to the school;
4. mode(s) of transportation;
5. method of student supervision consistent with Florida Statutes; and
6. that if it is an overnight trip, room assignments for lodging will be separated by biological sex at birth.

STATUTORY AUTHORITY: 1001.41; 1001.42, F.S.

LAWS IMPLEMENTED: 1001.43, F.S.

History:	Adopted: Revision Date(s): 3/22/05 Formerly: IICA

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

ACV COMMUNITY SERVICES, LLC
Dowling Park, Florida

This Agreement begins on October 25, 2022, between the Suwannee County School Board (SCSB) and ACV Community Services, LLC, Dowling Park, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program, Practical Nurse Education program, Certified Nursing Assistant program, and Phlebotomy program for qualified students preparing to be Patient Care Technicians, Practical Nurses, Certified Nursing Assistants, and/or Phlebotomist; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician, Practical Nurse, Certified Nursing Assistant, and Phlebotomy students may acquire clinical experience at the facilities of the Healthcare Agency; and,

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

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

I. GENERAL CONDITIONS

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

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

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect from October 25, 2022 through June 30, 2023; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

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

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

6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Patient Care Technician program.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.

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

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

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

5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.

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

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

8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

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

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

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

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

5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

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

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

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

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

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

IV. HIPAA REQUIREMENTS

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

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

V. LIABILITY OF PARTIES

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

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

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

VI. INDEMNIFICATION

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

VII. GOVERNING LAW AND VENUE

1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

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

IX. RELEASE OF STUDENT RECORDS

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

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party

affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

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

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

B. Subcontractors

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

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

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

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

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).

XII. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants that the Work Product and any other materials licensed hereunder do not contain any virus, worm, Trojan Horse, tracking software, or devices capable of identifying users or tracking use, or any undocumented software locks or drop dead devices which would render inaccessible or impair in any way the operation of the Work Product or any other hardware, software, or data which the Work Product is designed to work with.

XIII. NO DISSEMINATION OF CONFIDENTIAL DATA

No confidential data collected, maintained, or used during performance of the Agreement shall be disseminated except as authorized by law and with the written consent of the School Board, either during the period of the Agreement or thereafter.

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

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

ACV Community Services, LLC
P. O. Box 4675
Dowling Park, Florida 32064

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

SUWANNEE COUNTY SCHOOL BOARD, FLORIDA

Assumption of Risk, Waiver, Release & Hold Harmless

Voluntary Extracurricular Activities
For School Year 2022-2023

I desire to participate or allow my child(ren) to participate in one or more voluntary extracurricular activities sponsored by the School Board of Suwannee County, Florida. There are inherent risks which occur during student participation in extra-curricular activities such as band, drama, field trips, athletics, and other student activities. These risks include, but are not limited to, injuries which occur during travel to and from these activities in vehicles and on school buses and being in close proximity with other students, staff, and faculty.

Suwannee County School Board, at each of its public schools ("schools"), will conduct certain extracurricular activities beginning in the Fall of 2022 and continuing through the 2022-23 school year. These activities, hereinafter known as "Activity," will be conducted with safety protocols appropriate under the circumstances at the time. For the safety of all people involved, participants in the Activity will be required to adhere to all safety protocols and are subject to immediate removal from the Activity if they do not comply. Extracurricular activities are a privilege, and not a right, of public school students.

By signing this document below, I acknowledge and affirm all the statements above. I voluntarily assume all risks that I and/or my child(ren) may be exposed to by participation in the Activity, and that such exposure may result in personal injury, illness, sickness, and/or death. I understand that the risk of exposure may result from the actions, omissions, or negligence of myself, my child(ren), school staff, volunteers, or agents, other Activity participants, or others not listed, and I acknowledge that all such risks are known to me.

In consideration of me and my child(ren) being able to participate in the Activity, I, on behalf of myself, as well as anyone entitled to act on my behalf, hereby forever waive, release, and hold the School Board of Suwannee County, Florida and its employees and agents harmless from any and all claims, suits, liability, actions, judgments, attorneys' fees, costs, and any expenses of any kind resulting from injuries or damages, grounded in tort or otherwise, that I and/or my child(ren), or my or our representatives, sustain during or related to my child(ren)'s participation or involvement in the Activity.

_____	_____
Signature of Parent/Guardian	Signature of Student
_____	_____
Print name of Parent/Guardian	Print name of Student
_____	_____
Date of signature	Date of signature

SUWANNEE COUNTY SCHOOL BOARD, FLORIDA

Consent by Parent/Legal Guardian for Treatment of a Minor During Voluntary Extracurricular Activities For School Year 2022-2023

I, the undersigned, as parent or legal guardian of:

Student's Name: _____

Date of Birth: _____

Address:_____

Emergency Contact Numbers:_____ _____

have the legal authority to give consent for the treatment of this minor. I hereby authorize Suwannee County School Board to provide diagnostic or medical treatment to such minor as may be considered necessary or appropriate under the circumstances which may include, without limitation, arranging for and/or authorizing medical treatment by a healthcare provider, as defined in F.S. 456.001, or someone under the direct supervision of a healthcare practitioner, should the need arise for such treatment. I agree that treatment may be provided in my absence and without my direction, for the purpose of aiding and assisting the medical needs of the above-named minor. This consent shall remain in effect unless it is revoked in writing.

Signature: _____

Signed this day _____ day of _____, 20___.

Parent/Guardian Name (Print): _____

Relationship to Minor: _____

Address:_____

Phone: _____