SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
June 23, 2020

AGENDA

Call to Order - 6:00 p.m.

Pledge to the flag

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. 10-43)**

   May 19, 2020 - Workshop Session
   May 26, 2020 - Regular Meeting

2. The Superintendent recommends approval of the monthly financial statement for May 2020.

3. The Superintendent presents the following bills for the period May 1-31, 2020:

General Checking Account	
General Fund 1000	$ 319,572.87
LCIF Fund 3200	72,725.87
Food Service Fund 4100	164,083.80
Federal Fund 4200	34,277.94
	$ 590,660.48

Payroll Checking Account	
General Fund 1000	$ 4,079,183.58
Food Service Fund 4100	194,317.33
Federal Fund 4200	443,539.24
	$ 4,717,040.15

Total	$ 5,307,700.63

4. The Superintendent recommends approval of the following budget amendments for fiscal year 2019-2020:

General	LCIF	Special Revenues
I-11	III-11	IV-11 (Federal)
		IV-8 (Food Service)

5. The Superintendent recommends approval for disposal of property as per the attached Property Disposition Form dated May 26, 2020. **(pgs. 44-45)**

6. The Superintendent recommends approval of the following contracts/agreements for the 2019-2020 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2021-08	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Communication Services, Inc. d/b/a Interpretek (*Renewal*) **(pgs. 46-58)**

#2021-09	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Specialized Education Associates, LLC, (*Renewal*) **(pgs. 59-71)**
#2021-10	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Resolutions in Special Education, Inc. (*Renewal*) **(pgs. 72-85)**
#2021-11	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Palmer Physical Therapy, LLC (*Renewal/Revised*) **(pgs. 86-98)**
#2021-12	Clinical Education Agreement between the Suwannee County School Board Medical Secretary Program and ACV Health Services, LLC, Dowling Park, Florida (*Renewal*) **(pgs. 99-104)**
#2021-14	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Smith & Sorenson, LLC d/b/a Rising Oaks Assisted Living, Live Oak, Florida (*Renewal*) **(pgs. 105-111)**
#2021-15	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and ACV Health Services, LLC, Dowling Park, Florida (*Renewal*) **(pgs. 112-118)**
#2021-16	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Andres R. Villar, MD PA d/b/a Children's Medical Center, Branford, Lake City, and Live Oak, Florida (*Renewal*) **(pgs. 119-125)**
#2021-17	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Consulate Healthcare Baya Pointe Health and Rehabilitation Center, Lake City, Florida (*Renewal*) **(pgs. 126-132)**
#2021-18	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and North Central Florida Hospice, Inc. d/b/a Haven Hospice (*Renewal*) **(pgs. 133-139)**

#2021-19	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Sorensen Smith and Bay LLC d/b/a Homewood Lodge ALF (*Renewal*) **(pgs. 140-145)**
#2021-20	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Lafayette Nursing and Rehabilitation, Mayo, Florida (*Renewal*) **(pgs. 146-152)**
#2021-21	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Lake City Surgery Center, LLC, Lake City, Florida (*Renewal*) **(pgs. 153-158)**
#2021-22	Clinical Education Agreement between Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Madison Health & Rehabilitation Center, Madison, Florida (*Renewal*) **(pgs. 159-165)**
#2021-23	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Pine House Inc. d/b/a Oakridge (*Renewal*) **(pgs. 166-171)**
#2021-24	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Dr. Bienvenido Samera, MD PA, Branford, Florida (*Renewal*) **(pgs. 172-178)**
#2021-25	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Hamilton Health Enterprises, Inc. d/b/a Suwannee Valley Nursing Center, Jasper, Florida (*Renewal*) **(pgs. 179-185)**
#2021-26	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Emory Medical Corporation d/b/a Women's Center of Florida (*Renewal*) **(pgs. 186-192)**
#2021-27	Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Advent Christian Village, Inc. (*Renewal*) **(pgs. 193-198)**
#2021-28	Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Baya Pharmacy, Baya Drive, Lake City, Florida (*Renewal*) **(pgs. 199-204)**

#2021-29 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Baya Pharmacy, U.S. 90, Lake City, Florida (*Renewal*) **(pgs. 205-210)**

#2021-30 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Cheek & Scott Drugs, Inc., Live Oak, Lake City, and Jasper, Florida (*Renewal*) **(pgs. 211-216)**

#2021-31 Clinical Education Healthcare Support Staff Externship Training Agreement between the Suwannee County School Board Pharmacy Technology Program and CVS Health, Inc. (*Renewal*) **(pgs. 217-225)**

#2021-32 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy of Branford, Inc. (*Renewal*) **(pgs. 226-231)**

#2021-33 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy, Inc., SW Main Boulevard, Lake City, Florida (*Renewal*) **(pgs. 232-237)**

#2021-34 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy #2 (West), Lake City, Florida (*Renewal*) **(pgs. 238-243)**

#2021-35 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy of Mayo, Inc. (*Renewal*) **(pgs. 244-249)**

#2021-36 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Walgreen Company, Lake City, Florida (*Renewal*) **(pgs. 250-255)**

#2021-37 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Walgreen Company, Live Oak, Florida (*Renewal*) **(pgs. 256-261)**

#2021-38 Clinical Education Agreement between the Suwannee County School Board Surgical Technology Program and Doctor's Memorial Hospital Inc., Perry, Florida (*Renewal*) **(pgs. 262-267)**

#2021-39	Clinical Education Agreement between the Suwannee County School Board Surgical Technology Program and Lake City Surgery Center, LLC, Lake City, Florida (*Renewal*) **(pgs. 268-273)**
#2021-40	Clinical Education Agreement between the Suwannee County School Board Phlebotomy Program and Madison County Memorial Hospital (*Renewal*) **(pgs. 274-279)**
#2021-41	Agreement between the Suwannee County School Board Commercial Foods and Culinary Arts, and Dietetic Management and Supervision Programs; and Solaris HealthCare Lake City, Lake City, Florida (*Renewal*) **(pgs. 280-286)**
#2021-42	Clinical Education Agreement between the State of Florida, Department of Health, Suwannee County Health Department and Suwannee County School Board for RIVEROAK Technical College Health Care Profession Programs (*Renewal*) **(pgs. 287-293)**
#2021-43	Clinical Education Agreement between the Suwannee County School Board and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center (Pharmacy Technology, Patient Care Technician, Practical Nurse Education, Surgical Technology, and Medical Administrative Specialist Programs) (*Renewal*) **(pgs. 294-308)**
#2021-44	Clinical Education Agreement between Suwannee County School Board Certified Nursing Assistant Program (Suwannee High School) and NF Suwannee, LLC d/b/a Suwannee Health and Rehabilitation Center, Live Oak, Florida (*Renewal*) **(pgs. 309-315)**
#2021-45	Agreement between the School Board of Seminole County, Florida, on behalf of the East Coast Technical Assistance Center (ECTAC), and the School Board of Suwannee County, Florida, to provide support and technical assistance to Title I and other specified Elementary and Secondary Education Act (ESEA) Programs (*Renewal*) **(pgs. 316-326)**
#2021-46	Inter District Private School Services Agreement 2020-2021 between the Suwannee County School District and the Columbia County School District Title I Programs (*Renewal/Revised*) (Note: This agreement was initiated by the Columbia County School District.) **(pgs. 327-338)**

#2021-53 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida and Behavioral Solutions Consulting Inc. (*Renewal*) **(pgs. 339-350)**

7. The Superintendent recommends approval of the following student transfers for the 2020-2021 school year. Parents will provide transportation.

   District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Wilbur	Barrs Jr.	Suwannee	Gilchrist	K
Adam	Kalamon	Suwannee	Hamilton	K
Mason	Marable	Suwannee	Hamilton	PK
Andee	Rains	Suwannee	Dixie	VPK

8. Human Resources Transactions **(pgs. 351-356)**

REGULAR AGENDA

1. The Superintendent recommends approval to continue expenditures until approval of the final budget for the 2020-2021 fiscal year.

2. The Superintendent recommends approval for out-of-district travel for School Board Members to attend conferences/meetings for the 2020-2021 school year, when the cost exceed $500, for official school district business and complies with the rules of the State Board of Education.

3. The Superintendent recommends approval of the following contracts/agreements for the 2020-2021 school year: (NEW) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

   #2021-13 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Family Life Care, Inc. (*New*) **(pgs. 357-363)**

#2021-47	2020-2021 Career Dual Enrollment Articulation Agreement between the Suwannee County School Board and RIVEROAK Technical College (*New*) **(pgs. 364-372)**
#2021-48	2020-2021 Career Dual Enrollment Articulation Agreement between the Hamilton County School Board and the Suwannee County School Board through RIVEROAK Technical College (*New*) **(pgs. 373-381)**
#2021-49	2020-2021 Career Dual Enrollment Articulation Agreement between the Lafayette County School Board and the Suwannee County School Board through RIVEROAK Technical College (*New*) **(pgs. 382-390)**
#2021-50	2020-2021 Career Dual Enrollment Articulation Agreement between the Madison County School Board and the Suwannee County School Board through RIVEROAK Technical College (*New*) **(pgs. 391-399)**

4. The Superintendent recommends approval of the following items: (Copies are available for review in the office of the Director of Curriculum and Instruction.)

   a. NEFEC Autism Spectrum Disorders (ASD) Add-On Endorsement Program K-12 for 2020-2025
   b. NEFEC Gifted Add-On Endorsement Program for 2020-2025
   c. Amendment to the 2019-2020 NEFEC Professional Learning Catalog/Master In-Service Plan regarding Add-On Endorsements for Autism Spectrum Disorders and Gifted
   d. NEFEC Reading Add-On Endorsement Program for 2020-2025
   e. Amendments to the 2019-2020 NEFEC Professional Learning Catalog/Master In-Service Plan regarding Add-On Endorsements for Reading

5. The Superintendent recommends approval of the following forms (*New*):

#5100-085	SCSD ELL-Committee Conference Report **(pg. 400)**
#5100-086	SCSD ELL-Parent Notification of ELL Committee Meeting (English and Spanish) **(pg. 401)**
#5100-087	SCSD ELL-Initial or Continuing Placement Parent Notification-ESSA (English and Spanish) **(pgs. 402-403)**
#5100-088	SCSD ELL-Parent Notification of Program Ineligibility (English and Spanish) **(pg. 404)**

#5100-089	SCSD ELL-Parent Notification of Late ESOL Screening (English and Spanish) **(pg. 405)**
#5100-090	SCSD ELL-Parent Notification of Program Exit (English and Spanish) **(pgs. 406-407)**
#5100-091	SCSD ELL- Programmatic Assessment **(pg. 408)**
#5100-092	SCSD ELL-ESOL Title III ELL Program Student Plan for Mainstream Inclusion Program **(pg. 409)**
#5100-093	SCSD ELL-ESOL Title III ELL Program Former ELL Student 2 Year Follow Up **(pg. 410)**
#5100-095	SCSD Release of Educational Report/Evaluations **(pg. 411)**

6. The Superintendent recommends approval of the 2020-2021 Suwannee County School District Student Conduct and Discipline Code for all elementary and secondary schools. (Copy to be provided to Board members.)

7. Legal Counsel's Report

8. Superintendent's Report

9. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
May 19, 2020

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 Ed daSilva, Tim Alcorn, Catherine Cason, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager.

Administrators and others present: Jennifer Barrs, Renee Bass, Jennifer Beach (arrived at 9:27 a.m.), Walter Boatright, Amy Boggus, Tammy Boggus, Bill Brothers (arrived at 9:12 a.m.), Marsha Brown, Mark Carver (arrived at 9:07 a.m.), Lisa Dorris, Janene Fitzpatrick, Ronnie Gray, Angel Hill, Malcolm Hines, Terry Huddleston, Mary Keen (arrived at 10:00 a.m.), Dee Dee McManaway (arrived at 9:20 a.m.), Austin Richmond (arrived at 12:41 p.m.), Kecia Robinson, Keith Stavig, Angie Stuckey, Marsha Tedder, T.J. Vickers, Kelly Waters (arrived at 2:40 p.m.), Jimmy Wilkerson (arrived at 9:12 a.m.), Josh Williams, Kelli Williams, and Laura Williams.

Chairman daSilva called the meeting to order at 9:02 a.m., and led the pledge.

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

Mrs. Fitzpatrick provided information on the following:

- Provided school configuration update, which included student placement at the three Live Oak elementary schools, along with the student appeals process.
- District administrators were scheduled to attend the Daggett conference this summer as a leadership retreat; however, due to the conference being offered online now, the decision was made to hold a retreat here in the District. The guest speaker will present "Leader in Me" training. All Board members were invited to attend the retreat/training, which will be held June 29-30, 2020.
- Provided a summer school update, which included information on the revised summer school programs that are cancelled or will be held virtually.
- 21st CCLC Program will be held virtually.
- 3rd Grade Reading Camp will be offered via an after school tutoring program in the fall 2020 (Just Read Florida).

Mr. Taylor questioned the legal aspects with regards to the Migrant summer program and our employees going to students' homes. Mr. Dietzen responded that if an employee were to get sick with COVID-19, it would be handled as a normal workers' compensation claim. Mrs. Fitzpatrick stated that no employees are being forced to work one on one with students; it is optional.

Mrs. Fitzpatrick provided a PowerPoint presentation regarding Secondary Scheduling Proposal, pertaining to Suwannee Middle, Branford High, and Suwannee High Schools. Our current scheduling model is no longer a cost effective option. Student enrollment numbers are declining, due to either virtual courses or home school. The new proposal would be for students to return to a six period day, with all teachers having their planning period at the end of the day (seventh period). The District could see potential cost savings with the new proposal. Consensus of the Board was to proceed with the proposed new secondary scheduling, except for Mr. White, who asked for additional time before making a decision. Mr. Roush stated that he felt all reductions in faculty could be handled through attrition.

The workshop recessed at 10:39 a.m. and resumed at 10:50 a.m.

Facilities Department Update ..... Mark Carver

Mr. Carver provided a PowerPoint presentation on the following:

- Cost savings from HVAC modifications to Branford Elementary School last summer and COVID-19 related savings
- Various security projects throughout the District
- School configuration progress

Mr. Taylor suggested, for safety and security purposes, to look at installation of fencing around the District Office property, from Highway 129 back to the District Office building.

The workshop recessed at 11:21 a.m. and resumed at 12:42 p.m.

Human Resources Department Update ..... Walter Boatright

Mr. Boatright provided information on the following:

- 2019-2020 Retirements/Resignations – Included details of employee positions that have been filled/not filled; voluntary transfer request process was opened up last Tuesday; hoping to fill some of the vacancies through attrition.

- Teacher Vacancies per School - Mr. Richmond provided information regarding the use of Skyward to generate employee contracts for the upcoming school year and forward; will no longer have "paper" copies for these contracts.
- Mr. Boatright shared information regarding the District's migration from Appli-Track to Fast-Track (software utilized for posting and advertising employment positions).

Transportation Department Update ..... Jimmy Wilkerson

Mr. Wilkerson provided information on the following:

- Cost savings on fuel during the COVID-19 pandemic situation
- Work orders pending have decreased
- Will not need summer help to wash out air-conditioning units on school buses this year

Food Service Department Update ..... Lisa Dorris

Mrs. Dorris provided an update on the Food Service Department pertaining to COVID-19, which included statistics on meals provided since March 30, 2020, of over 291,000 meals (breakfast and lunch) via drive-thru and school bus deliveries. She commended her Food Service staff for their hard work and dedication to the students of the Suwannee County School District. She stated that summer feeding starts June 1, 2020, with drive-thru only.

IT Department Update ..... Josh Williams

Mr. Williams provided information on the following:

- Digital classrooms reduction in funding
- Detailed summary of quantity and costs for Chromebook replacements as of May 2020; which included a donation from NEFEC and DOE of 500 Chromebooks. Bottom line is a cost of $1.6M to maintain Chromebooks through 2025-2026.
- Switch replacement costs
- School configuration related to IT Department

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

Mr. Brothers provided information on the following:

- Statutory review of the District's Bullying Policy **(pgs. 3-19)**
- The draft policy for the new expulsion hearing process will be discussed at a future workshop, and we will continue our current expulsion hearing process. Mr. Brothers reviewed the draft forms, developed by Mr. Dietzen, for the proposed new expulsion hearing process. **(pgs. 20-40)**

Mr. Alcorn questioned how the hearing officer would be selected. Mr. Dietzen responded that a Board member would be nominated to serve as the hearing officer for one year; he explained the new proposed expulsion process with a hearing officer versus all Board members. Mr. Brothers suggested electing the hearing officer, and an alternate, at the yearly Reorganization Meeting in November. Discussion followed regarding criteria of the Board member selected to serve as the hearing officer.

School Safety and Other Administrative Services.....Malcolm Hines
Department Update

Mr. Hines provided an update on shelter operations relating to FEMA reimbursement, along with a new Interlocal Agreement. The District must provide a facility and determine what level of staff involvement/participation we need at the district-provided facility. Mr. daSilva questioned having to designate a pet shelter for the District. Mr. Hines stated the Coliseum is currently designated as the District's pet shelter. Mr. Dietzen stated the law changed on FEMA reimbursement with county/school districts. Mr. Taylor asked Mr. Dietzen to confirm the change in the law and to please update Board members with the information. Mr. Hines stated we need to determine the District's responsibility of manning emergency shelters.

Student Service Department Update .....Debbie Land

Mrs. Fitzpatrick distributed and reviewed a handout of the SP&P document for 2019-2020. Mrs. Waters provided additional information, as well.

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

Ms. Keen provided information on the following:

- RIVEROAK Technical College (RTC) programs that have, or will be, starting back (via online or class instruction in small groups).
- RTC is eligible for the CARES Act for a total of approximately $269,000. Ms. Keen provided information regarding disbursement of the dollars, as mandated by the CARES Act (Federal government).
- Information on various RTC graduations.
- Currently have 57 applicants for the Practical Nurse Education Program in the fall; however, only 30 students will be selected for the class.

Superintendent Update ..... Ted Roush

Mr. Roush stated there is the need to hold an Executive Session after the workshop today.

Mr. Roush provided information on the following:

- Finance and Budgets – Looking at potential savings for the future; very aggressive budget timeline; waiting on the Governor to sign/issue a budget, then we have to be aggressive to complete everything for the TRIM process. Mr. White questioned if there is an extension on the TRIM process, and Mr. Roush responded no.
- Graduations and Baccalaureates – Governor's new restrictions were relaxed...went from 25% to 50% capacity, which allowed an additional 4 tickets to be issued for each graduating senior.
- Goal is to re-open school on August 10, 2020; evolving protocols will need to be addressed over the summer so we can return to some normalcy in August.
- Student Ambassadors for 2020-2021 – Asked Mr. Gray and Mr. Huddleston to look at nominating students for these positions.
- Student Conduct and Discipline Code – Looking at legislative changes to see if they will affect this document.
- Athletics, Summer Programs, Summer Conditioning – Working with high schools on protocols for athletics.
- Read an email he received titled "Perspective", which detailed various timelines and events from the early 1900s, along with the diversities. We will move forward with optimism!

The workshop adjourned at 3:26 p.m.

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
May 26, 2020

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 Ed daSilva, Tim Alcorn, Catherine Cason, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager.

School Resource Officer Jacob Williamson was present.

Chairman daSilva called the meeting to order at 6:00 p.m., and led the pledge.

(NOTE: Due to COVID-19, and the suspension of school through the end of the school year, students were not available to perform the pledge to the flag.)

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

- There were none.

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

MOTION by Mr. Taylor, second by Ms. Cason, for approval of the Consent Agenda, along with one change on Page 78 at the top, under Professional Service Contract (Renewal)/Branford Elementary School, delete Melinda Hawthorne, due to her also being under the Annual Contract/Branford Elementary School section, which is the correct section.

Mr. White pulled the following items for discussion purposes:

- Item #5, NEFEC Contract #2021-07
  Mrs. DePratter and Mr. Dietzen responded to questions from Mr. White and Mr. Taylor.

- Item #7, Human Resources Transactions
  Mr. White stated he felt there should be no annual employment contracts for the upcoming school year due to budget constraints, and would like to see them changed to 90-day contracts. Mr. Dietzen responded if there is a change in the contracts, then the change must be for everyone across the District. Mr. Dietzen stated that even if annual employment contracts are approved as is, and there are drastic budget reductions, then those contracts can be reviewed if, or when, the situation arises. Mr. Taylor questioned the non-instructional personnel contracts; Mr. Dietzen stated that most support staff would go by seniority.

MOTION CARRIED UNANIMOUSLY

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. Presented for informational purposes the April 28, 2020, Board Agenda Packet, which was approved by Superintendent Roush on May 4, 2020. (*NOTE: Due to COVID-19 pandemic [Executive Order #20-69], no Board meeting was allowed to be held. By official Board approval on March 31, 2020, Superintendent Ted Roush has authority to approve all agenda items.*) **(pgs. 5-36)**

2. Approval of the monthly financial statement for April 2020.

3. Presented the following bills for the period April 1-30, 2020:

General Checking Account		
General Fund 1000	$	415,094.89
LCIF Fund 3200		170,160.72
Food Service Fund 4100		130,796.47
Federal Fund 4200		102,158.70

	$ 818,210.78
Payroll Checking Account	
General Fund 1000	$ 3,050,412.21
Food Service Fund 4100	133,482.90
Federal Fund 4200	302,622.54
	$ 3,486,517.65
Total	$ 4,304,728.43

4. Approval of the following budget amendments for fiscal year 2019-2020:

General	LCIF	Special Revenues
I-10	III-10 (LCIF	IV-10 (Federal)
	III-2 (Other Capital Projects)	IV-7 (Food Service)

5. Approval of the following contracts/agreements for the 2020-2021 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2021-06 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Joyce M. Warren (*Renewal*) **(pgs. 37-49)**

#2021-07 North East Florida Educational Consortium (NEFEC) 2020-2021 Membership Master Contractual Agreement between the District School Board of Suwannee County and the District School Board of Putnam County on behalf of NEFEC. The agreement includes the following programs: (*Renewal/Revised*) **(pgs. 50-69)**

- NEFEC Resolution
- NEFEC Main Contract #731-21-051
- NEFEC Instructional Services Program (ISP), Attachment #21-051-A1 to Contract #731-21-051 (Assistant Superintendent of Instruction, Designee)
- NEFEC Enterprise Resource Software Products/Skyward, Attachment #21-051-A6 to Contract #731-21-051 (Educational Technology Services)
- NEFEC Building Code Administrator, Attachment #21-051-A27 to Contract #731-21-051 (Director of Facilities, Designee)

- NEFEC Human Resource Management Network Services and Related Support Services, Attachment #21-051-A43 to Contract #731-21-051 (Director of Human Resources, Designee)

6. The Superintendent recommends approval of the following student transfers for the 2020-2021 school year. Parents will provide transportation.

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Christopher	McMillan Jr.	BES	Live Oak Elem. Schools	K

7. Human Resources Transactions **(pgs. 70-90)**

RECOMMENDATIONS FOR THE 2019-2020 SCHOOL YEAR:

RETIREMENT: INSTRUCTIONAL:

Branford Elementary School:
Pamela Nettles, Teacher, effective August 3, 2020

RESIGNATIONS: INSTRUCTIONAL:

Suwannee Elementary School:
Casandra Yulee, Teacher, effective June 2, 2020

Suwannee Middle School:
Tyler Winburn, Teacher, effective June 2, 2020

RETIREMENT: NON-INSTRUCTIONAL/SCHOOL RELATED:

Suwannee Middle School:
Kathleen Shea, Administrative School Secretary, effective July 1, 2020

RESIGNATION: NON-INSTRUCTIONAL/SCHOOL RELATED:

Transportation:
Deseree Ansley, Bus Driver, effective May 29, 2020

SUPPLEMENTARY:

NAME	POSITION	LOCATION
*Billy McClelland	Assistant Softball Coach	SHS
David Riels	Varsity Assistant Softball Coach	BHS

*payment contingent upon completing certification

LEAVE OF ABSENCE (ILLNESS IN THE LINE OF DUTY):

Suwannee Elementary School:
Keith Johnson, Custodian, December 6, 2019, December 9, 2019, and December 17, 2019, for a total of 24 hours.

LEAVE OF ABSENCE (MEDICAL LEAVE):

Suwannee High School:
Linda Goodman, Custodian, May 4, 2020 through June 22, 2020.

MENTOR	MENTEE	SCHOOL
Krystal Cundiff	Stephanie Phillips	SIS
Wendy Stevens	Stephanie Reid	SIS
Danielle Ovando	Kayla N. Williamson	SMS

End of List
2019-2020
School Year

SUMMER TERM 2019-2020:

RECOMMENDATIONS: INSTRUCTIONAL:

Student Services:

Approval of the following Teachers to work as an ESE Consult.

Amy Allen Rebecca Monroe

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

The following Summer Day Laborers:
Facilities Department:

Alan Bonds	Spencer Crain	Tyrece Freeman	Jase Kelly
Brayden Mercer	Kevin Mercer	Hunter Merola	Austin Murray
Clay Murray	Victoria Rogers	John Sinclair	Logan Sullivan
Tommy Taylor	Tyree Taylor	Chayse Warren	Matthew Warren
Levi Williams	Blake Wynn	Larson Zimmermann	

Student Services:

Approval of the following Paraprofessionals to work in the Migrant program District-wide.

Jazmin Marrero Guerra	Jessica Melgar	Naela Salazar	Elizabeth Smith

Approval of the following Paraprofessionals to work as an ESE Consult.

Brenda Raulerson Patricia Williams

SUPPLEMENTARY:

NAME	POSITION	LOCATION
Jennifer Campbell	Part-time Hourly	SVS
Terry Fillyaw	Part-time Hourly	SVS
Jazmin Marrero Guerra	Part-time Hourly	SVS

End of Summer Term List
2019-2020
School Year

RECOMMENDATIONS FOR THE 2020-2021 SCHOOL YEAR:

CONTRACT RECOMMENDATIONS:

ADMINISTRATIVE CONTRACTS:	TERM
Jennifer Barrs	12
Susan Bass	12
J. Walter Boatright	12
Karen Braun	12
Marsha Brown	12
Ethan Butts	12
Mark Carver	12
Jimmy Cherry II	12
Lisa Dorris	12
Malcolm Hines	12
Michele Howard	11
Debra Land	12
Natasha Pittman	12
Austin Richmond	12
Kecia Robinson	12
Elizabeth Simpson	12
Keith Stavig	11
Angelia Stuckey	12
Kelly Waters	12
Jimmy Wilkerson	12
Joshua Williams	12
Kelli Williams	11
James Wilson	11

SCHOOL ADMINISTRATORS:

Hunter Abercrombie	12
Jennifer Beach	12
Tamara Boggus	12
Stephenie Busch	12
Gary Caldwell	12
Ronald Gray	12
Mary Keen	12
Deidre McManaway	12
Julia Ulmer	12
Katrina Bius-Walker	11

ANNUAL INSTRUCTIONAL CONTRACTS:

Branford Elementary School:

Amanda Clark	10
Tracy Combee	10
Lynsee Dicks	10
Kimberley Garrett	10
Jacqueline Glover	10
Melinda Hawthorne	10
Amanda Hayes	10
Tina Hayes	10
Caron Heffner	10
Rhoshonda Herring	10
Mandi Howard	10
Victoria Jensen	10
Priscilla Jones	10
Charlena Lori Land	10
Katee O'Quinn	10
Jennifer Richer	10
Jessica Wagner	10
Margaret Williams	11

Branford High School:

Jeffry Boatright	10
Darryl S. Cannon	10
Erin Cannon	10
Pamela Christy	10
Erin Clark	10
Timothy Clark	12
Eleanor Coker	10
Carlos Diaz	10
Jason Dobson	10
Anne Etcher	10
Cynthia Frye	10

Monica Jackson	10
Courtney R. Jernigan	10
Shannon Jernigan	10
Joshua McInnis	10
Fred O'Quinn	12
Emilee Rains	10
Sergio Rodriguez	10
Michele Roundtree	10
Mendy Sikes	10
Deanna Simpson	10
Cara Soride	10
Misty Ward	10
Abbey Warren	10

RIVEROAK Technical College:

Mona Kelley`	10
Catherine Maxwell	10
Lydia Mendoza	10
**Katie Miller	12
**Susan Morgan	12
Patricia Sullivan	10
**Greta Thornton	10
Jeremy Ulmer	10
**Traci West	12
**Suzanne Wilson	12

**Non certificated

Student Services:

Michelle Adams	10
Dee Dee Cathcart	10
Kendra Crews	10
Abigail Hill	11
Kelly Jackson	10
Lisa Pennington	11
Alyssa Sullivan	10
Stacie Swartz	10
Lacey Van Etta	10

Suwannee Elementary School/Suwannee Pineview Elementary-Innovation:

Kimberly Buchanan	10
Chelsea Burgess	10
Julia Davidson	10
Rosa Davis	10
Courtney Goodin	10
Emily Goss	10
Pamela Hendrick	10
Hannah Hicks	10
Jennifer Hitt	10

Nicole Hohman	10
Ellena Huston	10
Ciera Keen	10
Krystal McCormick	10
Susan M. Mowry	10
Kelly Parker	10
Kelly Pennington	10
Elecxia Reed	10
Phyllis Smith	10

Suwannee High School:

Frank Allen	10
Barbara Barker	10
Kary Black	10
Michael Braun	12
Kate Bromley	10
Brian Bullock	10
Isaac Chandler	10
Perry Davis	10
Patrick Dawson	12
Sherry Dean	10
Alexander Franklin	11
Belinda Fries	10
Alexander Gonzalez	10
Melinda Carson-Griffith	12
Matthew Grillo	10
Elisa Hall	10
Kyler Hall	12
Cletia Hamby	10
Frank Hufty	10
Jerry Jay Jolicoeur	10
Debra Kleinsmith	12
Jenny Lang	10
Daniel Marsee	10
Trista Wright Morales	10
Stephen D. Morgan	10
Katheryn Quincey	12
Melanie Roberts	10
Brittney Shearer	10
Benjamin Thomas	10
Suzanne Tillman	10
Amy Yarick	10

Suwannee Intermediate School/Suwannee Springcrest Elementary-Leadership:

Jessica Anderson	10
Joann Barton	10
Ashley Broughton	10
Brittany Broughton	10
Keith Cherry	10

Megan Collins	10
Carolyn Javonne Day	10
Erin Driggers	10
Julie Griswold	10
Patricia Hines	10
Mary Kinard	10
Jenny McCook	10
Kelly McKissick	10
Katey Melland	10
Kerry Melland	10
Emily Murphy	10
Takesha Patrick	10
Audrey Peake	10
Stephanie Selph	10
Debra Singletary	11
Darby Smith	10
Stacey Smith	10
Jennifer Stevens	10
Wendy Stevens	10

Suwannee Middle School:

Kimberly Boatright	10
Laura Boatright	11
Kathryn Bower	10
Andrew Chapman	10
Cheri Copeland	10
Darace Hahn	10
Meri Harrell	10
Brantly Helvenston	10
Cristina Herrington	10
Logan Hurst	10
January Jernigan	10
Deadre Jolicoeur	10
Kevin Lewis	10
Marie Mace	10
Elizabeth Mitchell	10
Tammy Neil	10
Danielle Ovando	10
Robert Phillips	10
Susan Ratliff	10
Daniel Skelly	10
Phoebe Solek	10
Seth Stebbins	10
Lorena Urban	10
Kayla Williamson	10
Joanne Wimberley	10
Lawanna Zimmerman	10

Suwannee Opportunity School:

Jazmin Marrero Guerra	10
Donna Jean Leslie	10

Suwannee Primary School/Suwannee Riverside Elementary-Arts:

Katrina Armstead	10
Tammy Atkinson	10
Emily Blackmon	10
Melissa Bozeman	10
Jamie Cato	10
Robbin M. Chapman	10
Kimberly Contento	10
Krystal Cundiff	10
Kiara Davis	10
Abby Fleming	10
Tammy Flowers	10
Danielle Gay	10
Diane Hale	10
Susan Helvenston	10
Patrick Jernigan	10
Michelle Jessup	10
Hannah Johnson	10
Holly Marsee	10
Hannah Moreno	10
Charis Parker	10
Skyler Phillips	10
Stephanee Phillips	10
Elizabeth Rang	10
Stephanie Reid	10
Christina Sparkman	10
Elizabeth Vann	10

Suwannee Virtual School:

Brooke Cox-Knowles	10

Professional Service Contract (Renewal):

Branford Elementary School:

Linda Aderholt	10
Amy Allen	10
Evelyn Arnold	10
Gary Barrs	10
Kimberly D. Cannon	10
Teresa Conger	10
Melinda Hawthorne	10
Melissa Holtzclaw	10
Juettie Kelley	10
Traci Kirby	10

Julie Klecka	10
Stephanie Knighton	10
Vera L. Knighton	10
Susan Mackin	10
Pamela D. Nettles	10
Denah F. Phillips	10
Kimberly Procko	10
Lindsey Ramsey	10
Tina Roush	10
Carla Suggs	10
Wynette L. Sumner	10
Cloria J. Williams	10
Jennifer Winnett	10

Branford High School:

Marcia Boatright	10
Bethany Byrd	10
Pamela Cassube	10
Julianna H. Dees	10
Dawn Eakins	11
Vaster J. Fryar	10
Lawanna Gaylard	10
Amanda R. Johnson	10
Karen Y. Koon	10
Lynda McInnis	10
Stefani M. Santos	10
Janet Denise Stewart	10
Linda S. Whitley	10
Kenneth Wingate	10
Stacy Young	12

RIVEROAK Technical College:

Eric Derwin Bass	10
Theresa Gill	10
Pamela A. Poole	10
William Ragan	10
Thomas E. Shea	10
Kimberly M. Thomas	10

Student Services:

Patricia E. Brantley	11
Elizabeth K. Johnston	11
Lynn Lawrence	10
Virginia L. Weaver	11

Suwannee Elementary School/Suwannee Pineview Elementary-Innovation:

Matthew Campbell	10
Rebecca L. Carter	10
Kristy D. Chauncey	10

Kimberly Hudson	10
Jessica Johnson	10
Connie N. Leavitt	10
Marjerian Lewis	10
Pamela K. Lewis	10
Christina McCullers	10
Joyce D. McIntosh	10
Melissa N. McKire	10
Holly McMillan	10
Tamara Michal	10
Vickie Pagliai	10
Michelle Ona Robertson	10
Shannon White	10
Amy Williams	10
Tamara Williams	11
Ashlee Wooley	10

<u>Suwannee High School:</u>

Harrison Ambrose	10
Nancy Aul	10
Neena Brown-Thomas	10
Tamara Burt	10
Darrell Curls	10
Benita Diggs	10
Terry Fillyaw	10
Jimmie Green	10
Traci H. Green	10
Amy C. Hendry	10
Cindi Hiers	11
Audrey L. Marshall	10
Paula McMillan	10
Vanessa B. Menhennett	10
Rebecca Monroe	10
Abigail Rodriguez	10
Eric Rodriguez	10
James Sellers	10
Michelle Thompson	10
Kimberly Tuvell	10
Cindy Wiggins	12
Vernon Wiggins	10
Karen K. Williams	11
Pamela P. Williams	10
Damon L. Wooley	10

Suwannee Intermediate School/Suwannee Springcrest Elementary-Leadership:

Jennifer Bonds	10
Victoria S. Carter	10
Jenny Clark	10
Shannon Daniel	10
Stephanie Gray	10
Candice Land	10
William McCullers	10
Catherine Nicely	10
Rebecca Reaves	10
Darlene Rice	10
Theda Roper	10
Becky Skipper	10
Sandra Winburn	10

Suwannee Middle School:

Melinda Ahrens	10
Alan R. Bonds	10
Robyn Bonds	10
Tammy Butts	10
Jennifer Byrd	10
Jennifer Campbell	10
Annette B. Chauncey	10
Heather Dean	10
Jean Eckhoff	10
Melissa Francisco	10
Lesley D. Fry	10
Lisa W. Gray	10
Hetti J. Harry	10
Misty Shawn Herring	11
Angela Hicks	10
Deanna Horton	10
Amanda D. Hurst	10
Herbert Hutchison	10
Nicole Jackson	10
Tammie McKay	10
Lynda Owens	10
Stephanie B. Sampson	10
Brad Scarborough	10
Canary S. Stephens	10

Suwannee Opportunity School:

Mary Johnson	10

Suwannee Primary School/Suwannee Riverside Elementary-Arts:

Georgette H. Allbritton	10
Lauren Belcher	10
Rhoda J. Crews	10
Kelly Driggers	10
Robyne Edwards	10
Leigh Ann Fountain	10
April Frye	10
Rhonda L. Furry	10
Staci Greaves	10
April Greene	10
Heidi O. Hunter	10
Susann Johnson	10
Janell Miracle	10
Kimberly M. Mott	10
Karen L. Patten	11
Sharon G. Ragan	10
Mandy F. Ramsey	10
Laura Katherine Roberts	10
Stacey L. Skierski	10
Michele Turman	10
Kimberly Warren	10
Jennifer L. Wooley	10

Suwannee Virtual School:

Angela Hester	10

CONTINUING CONTRACT
(presented for information only)

Student Services Department:

Kathy Smith	12

Suwannee Elementary School/Suwannee Pineview Elementary-Innovation:

Veronica B. Daquila	10

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

The following contract and term status are granted as indicated below:
Job titles are 2020-2021 appointments and for placement on a salary schedule.

Name	Position	Contract	Term
District Office:			
*Karen Bates	Payroll Supervisor	C	12
*Pamela Bedenbaugh	Employee Benefits Specialists	A	12
Melanie Buchanan	District Secretary	C	12
*Mary Chaney	Secretary/Textbook and Certification	C	12
*Sarah Chauncey	Personnel Specialist	C	12
*Leigh Fernald	Accounts Payable Specialist	C	12
*Cortney Flowers	Secretary, Administrative I	A	12
*Claire Green	Secretary, Administrative	C	12
*Jillian Herron	Administrative Support Specialist	INT C	12
Naela Jimenez	Pre-K Paraprofessional	C	12
*Teresa Jones	Employee Benefits Specialist	C	12
*Karen Lager	Secretary to the Superintendent	C	12
*Robinette Odom	Secretary, Administrative I	C	12
Rosa Perez	Custodian	C	12
*Debra Ross	Secretary for Administration	C	12
*Tylyn Stansel	Secretary, Administrative I	C	12
Juana Torres	Migrant Education Recruiter/Advocate	C	12
*Erin Vogel	Personnel Specialist	C	12

*Confidential employee

Branford Elementary School:

Teresa Allen	Media Clerk	C	10
Michelle Bozeman	Paraprofessional	C	09
Crystal Brown	Paraprofessional	A	09
Lisa Campbell	Paraprofessional	A	09
Alysia Causey	Custodian	A	12
Kelly Davidson	Pre-K Paraprofessional/Lead CDA	C	09
Staci Feeney	Paraprofessional	C	09
Amanda Harris	School Secretary	C	12
Cara Howard	Pre-K Paraprofessional/Lead CDA	C	09
Lacey Humphries	Paraprofessional	C	09
Anthony Jackson	Head Custodian	C	12
Hannah Knighton	Paraprofessional	A	09
Karen Knighton	Paraprofessional	C	09
Amanda Martin	Paraprofessional	INT C	09
Amity McCall	Paraprofessional	A	09
Pamela Norton	Paraprofessional	C	09

Tiffany Phillips	Paraprofessional	A	09
Brenda Raulerson	Paraprofessional ESE	C	09
Sharon Richardson	Registrar	C	12
Edna Roberts	Paraprofessional	A	09
*Mary Roberts	School Bookkeeper	C	12
Wendy Stines	Paraprofessional	C	09
Yvonne Topham	Paraprofessional	C	09
Deborah Yates	Paraprofessional	C	09

*Confidential employee

Branford High School:

Jerri Byrd	School Secretary	C	12
Erica Daies	Custodian	C	12
*Tracy Delegal	School Bookkeeper	C	12
Daphine Harden	Paraprofessional	C	09
Michele Lambert	Paraprofessional	C	09
Lynn Peaden	Media Clerk	C	10
John Perry	Paraprofessional	INT C	09
William Procko	Paraprofessional	A	09
*Lauri Reaves	Administrative School Secretary	C	12
Donna Rhoden	Paraprofessional	A	09
Dana Root	Paraprofessional	INT C	09
Roger Terry	School Secretary/Data Entry	C	12
Karen Tucker	Head Custodian	C	12

*Confidential employee

Facilities Department:

Timothy Bass	Maintenance Man I	C	12
K. Douglas Bates	Facilities Assistant/Project Manager	C	12
John Betz	Maintenance Man I	C	12
James Bryan	Maintenance Man I	C	12
Maurice Copeland	Landscape Foreman	C	12
Mark Fitzpatrick	Maintenance Man I	INT C	12
Mercedes Gervacio	Custodian	C	12
Kevin Hingson	Assistant Foreman Facilities	C	12
Matthew Hingson	Maintenance Man I	C	12
Lawrence Jelks	Maintenance Man II	A	12
*Russell Landen	Facilities Technology Technician	C	12
George Langford	Maintenance Man I	C	12
Levi McCall	Groundskeeper	C	12
Daniel Monroe	Groundskeeper	C	12
Terry Murray	Air Conditioning/Electrical Specialist	C	12
Lorraine Musgrove	Facilities Assistant	C	12
Terry Richardson	Painter	C	12

Clayton Ross	Assistant Grounds Foreman	A	12
Tyler Smith	Groundskeeper	C	12
*Christina Vann	Administrative Secretary I	C	12
Kevin Williams	Groundskeeper	C	12
Food Service:			
Leona Ash	Food Service Manager	C	09
Sharlie Bailey	Food Service Worker-6 hr.	C	09
Terrie Baker	Food Service Manager-Assistant	C	09
RoseMerry Bell	Food Service Worker-3 hr.	PT	09
Teresa Brannan	Food Service Worker-8 hr.	C	09
Shanda Campbell	Food Service Worker-6 hr.	C	09
Pamela Carver	Food Service Manager	C	09
Georgia Chancey	Food Service Manager	C	09
Jenna Chancey	Food Service Worker-6 hr.	C	09
Diane Chavez	Food Service Worker-6 hr.	A	09
Kimberly Choe	Food Service Manager-Assistant	C	09
Daisy Couture	Food Service Worker-3 hr.	PT	09
Crystal Cox	Food Service Worker-6 hr.	C	09
Leah Cribbs	Food Service Worker-3 hr.	PT	09
Mary DeHart	Food Service Worker-8 hr.	C	09
Erika Delgado	Food Service Worker-8 hr.	A	09
Carolyn Dexter	Food Service Worker-8 hr.	C	09
Sheree Dugdale	Food Service Worker-8 hr.	C	09
Kathy Ezell	Food Service Worker-3 hr.	PT	09
Annie Folsom	Food Service Worker-8 hr.	C	09
Toni Vargas-Garcia	Food Service Worker-6 hr.	C	09
Jennifer Gaskins	Food Service Worker-8 hr.	C	09
Renee Hoch	Food Service Worker-3 hr.	PT	09
Rosanna Holtzclaw	Food Service Manager	C	09
Jennifer Hurst	Food Service Worker-3 hr.	PT	09
Reba Hurst	Food Service Manager	C	09
Melissa Hygema	Food Service Worker-3 hr.	PT	09
*Cindy Johnson	Administrative Secretary I	C	12
Katrina Johnson	Food Service Manager-Assistant	C	09
Wendy Jones	Food Service Manager-Assistant	C	09
Nannette Kimbro	Food Service Manager-Assistant	C	09
Rebecca Kirby	Food Service Manager	C	09
Robin Krause	Food Service Worker-3 hr.	PT	09
Leslie Kurtz	Food Service Worker-8 hr.	C	09
Janice Lee	Food Service Manager-Assistant	C	09
Chatisa Lett	Food Service Worker-3hr.	PT	09
Evelin Najera	Food Service Worker-8 hr.	C	09
Paul Otterbine	Food Service Worker-8 hr.	C	09
Cierra Parker	Food Service Worker-8 hr.	A	09
Uriel Perez	Food Service Worker-3 hr.	PT	09

Shirley Philmore	Food Service Worker-8 hr.	C	09
Gloria Presley	Food Service Worker-3 hr.	PT	09
Dana Prince	Food Service Worker-3 hr.	PT	09
Melanie Rickett	Food Service Manager-Assistant	C	09
Donna Rightmire	Food Service Worker-6 hr.	A	09
Marilin Gonzalez-Santos	Food Service Worker-8 hr.	A	09
Dawn Shearer	Food Service Worker-8 hr.	INT C	09
Natella Smith	Food Service Worker-6 hr.	A	09
Quintonia Smith	Food Service Worker-3 hr.	PT	09
Rhonda Tillman	Food Service Worker-6 hr.	C	09
Edith Underwood	Food Service Worker-8 hr.	C	09
Julie Verdegem	Food Service Worker-8 hr.	C	09
Amelia Warner	Food Service Worker-8 hr.	C	09
*Carol Warner	Assistant Food Service Coordinator	C	12
Tammie Warner	Food Service Manager	C	09
Stephanie Whittington	Food Service Worker-8 hr.	C	09
Kelly Wiggins	Food Service Worker-6 hr.	C	09
Teresa Williams	Food Service Worker-8 hr.	C	09
Lisa Young	Food Service Worker-8 hr.	A	09
William Yates	Food Service Worker-8 hr.	C	09

*Confidential employee

Information Technology Department:

*Donna Bass	Administrative Secretary	C	12
Stewart Fissell	Information Technology Technician	C	12
Brian Gollery	Information Technology Technician	C	12
Bruce Kinsey	Information Technology Technician	C	12
Landon Messer	Information Technology Technician	A	12
*Kelly Philmore	Network Specialist	C	12
Evan Saunders	Information Technology Technician	C	12

*Confidential employee

School Nurses:

Goldie Fralick	School Nurse	C	10
Kristen Kirby	School Nurse	A	10
Kelly Melland	School Nurse	C	10
Rebekah Mercer	School Nurse	A	10
Patricia Nixon	School Nurse	C	10
Shalenthia Reynolds	School Nurse	C	10

Suwannee Elementary School/Suwannee Pineview Elementary-Innovation:

Denise Chandler	VPK Paraprofessional	C	09
Tanya Crain	Paraprofessional	C	09
Traci Davis	Pre-K Paraprofessional	C	09
Janet Diaz	Paraprofessional	A	09

Tamara Felton	Paraprofessional	C	09
Kay Glass	Administrative School Secretary	C	12
Cheryl Ann Jackson	Media Clerk	C	10
Cathy Jerkins	Paraprofessional	C	09
*Tammy Johns	School Bookkeeper	C	12
Keith Johnson	Custodian	C	12
Amanda Kiser	Pre-K Paraprofessional/Lead CDA	C	09
JoAnn LeDew	ESE Paraprofessional	C	09
Connie Little	School Secretary	C	12
Luvernia Lock	Pre-K Paraprofessional/Lead CDA	C	09
Heather Marshall	Paraprofessional	C	09
Jennifer McMillan	Paraprofessional	C	09
Jessica Melgar	Paraprofessional	C	09
Stephanie Pinkard	Custodian	A	12
Vernita Reed	Head Custodian	C	12
Ashley Reeves	ESE Paraprofessional	C	09
Kristin Register	Paraprofessional	C	09
Tralene Sasso	Paraprofessional	C	09
Dora Townsend	Lead CDA Paraprofessional	C	09
Rhonda Twilley	Paraprofessional	C	09
Elisahar Woloszyn	Paraprofessional	INT C	09

*Confidential employee

RIVEROAK Technical College:

Jennifer Floyd	Clerk	INT C	12
*Laura Hernandez	Financial Aid Specialist	C	12
LaDonna Holmes	Paraprofessional	A	09
Claudies Ivey	Head Custodian	C	12
Heymi Jimenez	Registrar	A	12
Ashley Kirby	Pre-K Paraprofessional/Lead CDA	C	09
Marissa Lane	Paraprofessional	A	09
*Jeffrey Lee	Other Office Personnel	C	12
*Tommy Miller	Administrative Secretary I	C	12
John Sinclair	Paraprofessional	C	09
Dustin Smith	Custodian	A	12
*Dana Tidwell	School Bookkeeper	C	12
Terry Vickers	Community Relations Specialist	C	12

*Confidential employee

Suwannee High School:

Kathleen Aukerman	Administrative Secretary	C	12
Carla Blalock	Media Clerk	C	10
Cynthia Brown	Custodian	INT C	12
Viola Brown	Custodian	C	12

*Heather Crotty	School Bookkeeper	C	12
David Daniels	Custodian	C	12
Annah Davis	Interpreter/Paraprofessional	C	09
Deborah Davis	Paraprofessional	C	09
Nahjawan Dukes	ESE Paraprofessional	C	09
A. Lloyd Jackson	Head Custodian	C	12
Jimmy Jackson	Security Guard	C	12
Karen Jackson	Attendance Clerk	C	10
Yvette Perez	Migrant Paraprofessional	C	10
Christopher Ringlein	Custodian	C	12
Janette Schenck	ESE Paraprofessional	C	09
Alexandra Scoggins	Paraprofessional	A	09
Patricia Williams	Paraprofessional/Temporary	A	09
Laketha D. Wilson	School Secretary	C	12
Kasey Wynn	Administrative School Secretary	C	11

*Confidential employee

Suwannee Intermediate School/Suwannee Springcrest Elementary-Leadership:

Lori Alban	School Secretary	C	12
Ila F. Allen	Paraprofessional	C	09
Christina Batton	ESE Paraprofessional	C	09
Tara Brock	Pre-K Paraprofessional/Lead CDA	C	09
Mayra Castaneda	Paraprofessional	C	09
*Tina Colvin	School Bookkeeper	C	12
Alice Gambel	Paraprofessional	C	09
Crystal Gill	Paraprofessional	C	09
Lewanda Hill	Paraprofessional	A	09
Laritta Hunter	Pre-K Paraprofessional/Lead CDA	C	09
June Lane	Pre-K Paraprofessional	C	09
Kelsey Leighton	Paraprofessional	A	09
Catherine Melton	Paraprofessional	C	09
Kerry Palmer	Paraprofessional	A	09
Damien Rickett	Custodian	A	12
Timothy Rickett	Custodian	C	12
Tiffany Sanders	Paraprofessional	C	09
Monica Sauer	Media Clerk	C	10
Holly Setzer	Paraprofessional	C	09
Benjamin Smith	Paraprofessional	INT C	09
Lori Smith	Head Custodian	C	12
Amy Steed	Paraprofessional	C	09
Barbara Tucker	Paraprofessional	C	09

*Confidential employee

Suwannee Middle School:

Amanda Bartley-Ramirez	Paraprofessional	C	09
Brenda Cooks	Custodian	C	12
Tiffany Dear	Paraprofessional	A	09
Cynthia Ford	Custodian	C	12
Sandra Fountain	Head Custodian	C	12
Michael Herring	Paraprofessional	C	09
Martha Jones	ELL Paraprofessional	C	09
Erika Leak	Media Clerk	A	10
Verhonda Morris	ESE Paraprofessional	C	09
*Lorie Norris	Bookkeeper	A	12
Theresa Owens	Paraprofessional	C	09
Naela Salazar	Paraprofessional	INT C	09
Lisa Shuler	Custodian	C	12
Elizabeth Smith	Paraprofessional	C	09
Linda Strait	Registrar	C	12
Jacquelyn Wiggins	ESE Paraprofessional	C	09
Amanda Williams	Paraprofessional	C	09
Carla Williams	General Receptionist	C	11
Dawn Willms	Custodian	A	12

*Confidential employee

Suwannee Opportunity School:

Tyrone Ansley	Security Guard	C	12
Tramane Carwise	Paraprofessional	C	09
Stephanie Eady	Paraprofessional	INT C	09
Courtney McHugh	Paraprofessional	A	09
Katlin Westrich	Secretary	C	12

Suwannee Primary School/Suwannee Riverside Elementary-Arts:

Tresca Anderson	Pre-K Paraprofessional/Lead CDA	A	09
Gail Butler	ESE Paraprofessional	C	09
Kadie Butler	ESE Paraprofessional	C	09
Melanie Chambliss	Registrar	C	12
Linda Cheshire	Paraprofessional	C	09
Janell Cline	Paraprofessional	A	09
Tenlee DeLoach	Pre-K Paraprofessional	C	09
Monica Djulvez	Paraprofessional	INT C	09
Jody Ellison	Head Custodian	C	12
*Debra Gamble	School Bookkeeper	C	12
Mayra Gonzalez	Paraprofessional	C	09
Janet Good	Paraprofessional	C	09
Julia Gay Mangum	Paraprofessional	A	09
Vanessa Isidro Mares	Paraprofessional	C	09

Janice McCall	Pre-K Paraprofessional	C	09
Sarah McIntosh	Paraprofessional	C	09
Kelly McManaway	Paraprofessional	A	09
Wildaly Nieves-Lopez	Paraprofessional	C	09
Nicole Poole	Pre-K Paraprofessional/Lead CDA	A	09
Marcia Riegel	Paraprofessional	C	09
Debbie Ritchey	Custodian	C	12
Imelda Saldana	Pre-K Interpreter/Parent Liaison	C	12
Amy Sansouci	School Secretary	A	12
Julie Skeen	Paraprofessional	C	09
Tara Smith	Paraprofessional	C	09
*Kimberly Steichen	Administrative School Secretary	A	12
Mackia Strickland	Paraprofessional	INT C	09
Geraldine Thomas	Paraprofessional	C	09
Alexander Torres	Custodian	C	12
Lori Torres	Paraprofessional	C	09
Christine Vervisch	VPK Paraprofessional	A	09
Herbert Williams	Custodian	C	12
Ronna Williams	Media Clerk	C	10
Stephanie Williams	Paraprofessional	C	09
Deanna Yott	Pre-K Paraprofessional/Lead CDA	C	09

*Confidential employee

Suwannee Virtual School:

*Heather Holton	Administrative School Secretary	A	12

*Confidential employee

Transportation Department:

David Barnes	Bus Driver	C	09
Sharon Lynn Bass	Bus Driver	C	09
David Beard	Bus Driver	C	09
Rosemerry Bell	Crossing Guard	PT	09
Dorie Bingemann	Bus Driver	C	09
*Sharon Braun	Administrative Secretary I	INT C	12
Alma Brown	Bus Driver	C	09
Eppie Brown	Bus Attendant	A	09
Jacquelyn Brown	Bus Attendant	A	09
Edna M. Bryant	Bus Driver	C	09
Chinneta Butler	Bus Driver	C	09
Shateea Butler	Bus Driver	A	09
Jimmy Cannon	Bus Driver	C	09
Nisa Carlisle	Bus Driver	C	09
Sarah Chavis	Bus Driver	C	09
Paula Cherry	Bus Driver	C	09

Amanda Colon	Bus Driver	A	09
Daisy Couture	Bus Attendant	C	09
Carol Deas	Bus Driver	C	09
Frederick Deaver	Bus Driver	INT C	09
Eunice Dunmore	Bus Driver	C	09
Jennifer Farrar	Bus Driver	A	12
Crystal Fernandez	Bus Driver	C	09
Willie Charles Ford	Mechanic	C	12
Caren L. Fout	Bus Driver	C	09
Pauline Frazier	Bus Driver	C	09
Stacy Futch	Vehicle Maintenance Manager	C	12
Robin Garbett	Bus Driver	C	09
Eva Garitson	Bus Driver	C	09
Ana Gienger	Bus Driver	C	09
Toni Hansard	Bus Driver	C	09
Deborah Harnage	Bus Driver	A	09
Kimberly Harnage	Bus Driver	A	09
Debra Hill	Bus Attendant	C	09
Jeffry Hunt	Bus Driver	INT C	09
Jennifer Hurst	Bus Attendant	INT C	09
Laura Jaramillo	Bus Driver	A	09
Carol Jenkins	Bus Driver	C	09
John Jenkins	Mechanic	INT C	12
*Kelly Jenkins	Administrative Secretary I	C	12
Christina Jones	Bus Driver	A	09
Bruce Kemmerer	Bus Driver	A	09
John Kerry	Bus Driver	A	09
Gina Knight	Bus Attendant	C	09
Scott Koehn	Mechanic	C	12
Robin Krause	Bus Driver	C	09
Kathy Laschanzky	Bus Driver	A	09
Amber Mathis	Bus Driver	A	09
Eva Moore	Bus Driver	C	09
Lynne Otterbine	Crossing Guard	PT	09
Patrick Pierce	Crossing Guard	PT	09
Jennifer Ponder	Bus Driver	A	09
Jack Powell	Bus Driver	C	09
Gloria Presley	Bus Driver	C	09
Dana Prince	Bus Driver	A	09
Stacy Ray	Mechanic	C	12
Cathy Reed	Bus Driver	C	09
Heather Riel	Bus Driver	A	09
Earnestine H. Riley	Bus Driver	C	09
Joanne Ripley	Bus Driver	C	09
Hope Robinson	Bus Driver	A	09
Vadarian Robinson	Bus Driver	A	09

Sheila Rowden	Bus Driver	C	09
Synthia Schnaudigel	Bus Driver	C	09
Christene Scrivens	Bus Attendant	A	09
Billy Starling	Crossing Guard	PT	09
Yvan Theoret	Bus Driver	A	09
Janice Thompson	Bus Driver	C	09
Thawanna Tooten	Bus Driver	C	09
Linda Vanous	Bus Driver	C	09
Misty Voss	Bus Driver	C	09
Shirley Ware	Bus Attendant	A	09
Alice Wenig	Bus Driver	C	09
Ashley Wildman	Bus Driver	INT C	09
Inez Williams	Bus Driver	C	09
Lakeisha Williams	Bus Driver	C	09

*Confidential employee

End of List
2020-2021
School Year

REGULAR AGENDA

1. Discussion, review, and possible action on School Board Policy #5.101 Bullying and Harassment. **(pgs. 91-107)**

   The Board reviewed the policy, and there were no comments from the public.

   MOTION by Mr. Alcorn, second by Mr. Taylor, to maintain School Board Policy #5.101 Bullying and Harassment as is with no changes/corrections. MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. Taylor, second by Mr. Alcorn, for approval of revisions to the Exceptional Student Education Policies and Procedures (SP&P) document for 2019-2020. (A copy is available for review in the office of the Director of Student Services.) MOTION CARRIED UNANIMOUSLY

3. Discussion and action regarding the selection of one School Board member to serve as a Legislative Liaison and one School Board member to serve as an Alternate Legislative Liaison on the FSBA Legislative Committee for the period July 1, 2020, through June 30, 2021.

   MOTION by Mr. Taylor, second by Ms. Cason, for Mr. Alcorn to serve as the Legislative Liaison; and for Mr. White to serve as the Alternate Legislative Liaison on the FSBA Legislative Committee for the period July 1, 2020, through June 30, 2021.

   MOTION CARRIED UNANIMOUSLY

4. MOTION by Mr. Taylor, second by Ms. Cason, for approval of the following contract/agreement for the 2020-2021 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

   #2021-05 Clinical Education Agreement between the Suwannee County School Board Surgical Technology Program and Gregory Gaines, M.D. d/b/a Gaines Plastic Surgery, Gainesville, Florida (*New*) **(pgs. 108-114)**

   MOTION CARRIED UNANIMOUSLY

Action on The Agenda Addendum

#1. MOTION by Mr. White, second by Ms. Cason, for approval of the following curriculum item for the 2019-2020 school year:

   a. Revisions to the 2020 Summer School Schedule

      (1) Suwannee High School – Driver's Education
      - Change start/end dates from 06/08/2020 - 07/20/2020 **to** 06/02/2020 -07/28/2020 (NOTE: No change in location, time, funding, or number of personnel.)

(2) Suwannee Virtual School – Virtual Instruction Grades 6-12
- Change start/end dates from 06/08/2020 - 07/20/2020 **to** 06/02/2020 -07/28/2020
- Change funding from General Fund **to** General Fund/Federal Programs (NOTE: No change in location or time.)

MOTION CARRIED UNANIMOUSLY

#2. MOTION by Mr. Taylor, second by Mr. Alcorn, for approval of the following curriculum item for the 2020-2021 school year:

a. 2020-2021 School Calendar (*Revised*) **(pgs. A2-A3)**

MOTION CARRIED UNANIMOUSLY

#3. MOTION by Mr. White, second by Ms. Cason, for approval of the following personnel item for the 2019-2020 school year:

a. Addition of the following summer school position for the 2020 summer school term:

Program	Number of Employees/Position	Funding
Virtual Instruction	1 – Teacher (SVS) (*As needed to complete courses already in progress*) (*NOTE: This will be a total of 13 teachers.*)	General Fund/Federal Programs

MOTION CARRIED UNANIMOUSLY

End of Agenda Addendum

5. Comments from Student Ambassadors – N/A

Mr. Roush stated he had received the student ambassador nominee from Suwannee High School, but was still waiting on Branford High School.

6. Legal Counsel's Report

- Mr. Dietzen commented that in response to a statewide survey pertaining to Board meetings, he was the only School Board Attorney to respond that Suwannee County School District was back to holding normal Board meetings; all other school districts were still holding virtual Board meetings.
- Mr. White questioned Mr. Dietzen regarding how other school districts are coping with potential budget cuts; Mr. Dietzen responded that everyone is on hold until the Governor signs the budget. Mr. daSilva questioned Mr. Dietzen if he had heard any information regarding Florida's tourism; Mr. Dietzen responded that tourism is coming back, with some areas slower than others.

7. Superintendent's Report

- Budget Preparations – Mr. Roush recently attended a NEFEC meeting where school superintendents shared they were being very cautious with budget preparations. He felt we are being more aggressive and proactive, which will hopefully help with future year budgets.
- On schedule with Baccalaureates and Graduations this week.
- Organization chart will remain as is unless folks leave throughout the year and each position will be looked at individually. Currently have four director positions that we will not seek to fill this upcoming school year.
- Received an email from Terry Huddleston regarding the Top 5 FFA Chapters announcement for Agricultural Advocacy Award, which Branford High School FFA Chapter was a finalist.
- Working with various individuals and agencies to develop a plan as to what the start of school will look like in the fall. We will open on August 10, as scheduled. Discussion held regarding supplies, masks, gloves, hand sanitizer stations, etc.

8. Issues and concerns Board members may wish to discuss

- Board members expressed thanks for the District being proactive in returning to school on time in August.
- Mr. White questioned if Branford High School had wristbands for Baccalaureate and Graduation; Mr. Roush responded that you would only need to show your District ID badge; however, wristbands were required for Suwannee High School.
- Mr. Taylor commented that someone in law enforcement mentioned to him that the senior signs that were stolen had been placed on a public right-of-way and was not concerned with them being stolen; however, others were willing to donate money to replace the signs.

The meeting adjourned at 7:28 p.m.

2019-2020 JUNE SURPLUS ITEMS

PROPERTY RECORD #	ITEM DESCRIPTION	ORIGINAL PURCHASE PRICE	ORIGINAL PURCHASE DATE	COST CENTER	REQUESTED DISPOSITION
99000245	MOBILE DISPLAY	$ 1,182.00	1/16/1992	SPS	JUNKED
99000289	SECURITY SYSTEM	$ 3,495.00	5/5/1999	BHS	JUNKED
99000299	SECURITY SYSTEM	$ 3,455.00	6/21/1999	BHS	JUNKED
99000385	LAMINATOR	$ 1,314.99	8/31/1999	SPS	JUNKED
99000565	COUNTER, SERVING	$ 820.00	6/21/1982	BES	SURPLUS
99000566	COUNTER, SERVING	$ 1,600.00	6/21/1982	BES	SURPLUS
99000755	CABINET, ON ROLLERS	$ 800.00	6/21/1982	SPS	JUNKED
99001715	MIXER	$ 7,900.00	6/30/1993	BHS	SURPLUS
99004148	SALAD BAR	$ 2,605.00	10/26/2000	BES	SURPLUS
99004149	SERVING LINE	$ 2,805.00	10/26/2000	BES	SURPLUS
99004150	SERVING LINE	$ 2,805.00	10/26/2000	BES	SURPLUS
99004944	TABLE	$ 1,053.80	2/24/2005	BHS	SURPLUS
99004945	TABLE	$ 1,053.80	2/24/2005	BHS	SURPLUS
99004946	TABLE	$ 1,053.81	2/24/2005	BHS	SURPLUS
99007131	PA SYSTEM	$ 999.00	3/8/2010	SMS	JUNKED
99007136	PICCOLO TRUMPET	$ 1,903.44	3/8/2010	SMS	JUNKED
99007141	FLUGELHORN	$ 1,172.50	3/8/2010	SMS	JUNKED
99007397	TABLE CAFE W/ 8 STOOLS	$ 1,276.93	8/2/2010	BHS	SURPLUS
99007398	CAFE TABLE W/ 12 STOOLS	$ 1,347.83	8/2/2010	BHS	SURPLUS
99007399	CAFE TABLE W/ 12 STOOLS	$ 1,347.83	8/2/2010	BHS	SURPLUS
99007400	CAFE TABLE W/ 12 STOOLS	$ 1,347.83	8/2/2010	BHS	SURPLUS
99007401	CAFE TABLE W/ 12 STOOLS	$ 1,347.83	8/2/2010	BHS	SURPLUS
99007402	CAFE TABLE W/ 12 STOOLS	$ 1,347.83	8/2/2010	BHS	SURPLUS
99007403	CAFE TABLE W/ 12 STOOLS	$ 1,347.83	8/2/2010	BHS	SURPLUS
99007404	CAFE TABLE W/ 12 STOOLS	$ 1,347.83	8/2/2010	BHS	SURPLUS
99007405	CAFE TABLE W/ 12 STOOLS	$ 1,347.83	8/2/2010	BHS	SURPLUS
99007406	CAFE TABLE W/ 12 STOOLS	$ 1,347.83	8/2/2010	BHS	SURPLUS
99007407	CAFE TABLE W/ 12 STOOLS	$ 1,347.83	8/2/2010	BHS	SURPLUS
99007408	CAFE TABLE W/ 12 STOOLS	$ 1,347.83	8/2/2010	BHS	SURPLUS
99007414	COMPUTER NOTEBOOK	$ 1,048.00	10/22/2010	SPS	SURPLUS

2019-2020 JUNE SURPLUS ITEMS

2019-2020 JUNE SURPLUS ITEMS

PROPERTY RECORD #	ITEM DESCRIPTION	ORIGINAL PURCHASE PRICE	ORIGINAL PURCHASE DATE	COST CENTER	REQUESTED DISPOSITION
99008063	COMPUTER, CART	$ 1,411.96	10/22/2015	SMS	JUNKED
99008177	LCD PANEL	$ 1,895.00	6/16/2016	SPS	SURPLUS
99008240	COOLER, MILK BOX	$ 2,105.20	7/21/2016	BHS	JUNKED
	TOTAL	$ 58,581.56			

Requested By: _____ APPROVED BY: _____

MARK A CARVER,
DIRECTOR OF PROPERTY RECORDS

SUPERINTENDENT

6/23/2020
DATE

BOARD CHAIRMAN

2019-2020 JUNE SURPLUS ITEMS

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and **Communication Services, Inc. d/b/a Interpretek** ("Contractor").

WITNESSED:

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

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

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

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

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

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

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

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

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

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

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

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

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

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

2. REPRESENTATIVES AND WARRANTIES

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

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

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

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

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

(ii) all applicable policies of: SCSB;

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

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

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

the provision of services under this Agreement; and

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

3. INDEPENDENT CONTRACTOR

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

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on the date of execution by both parties and ending June 30, 2021, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

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

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, reasonably requested by SCSB, and SCSB shall pay each invoice within **thirty (30) days**

after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice; provided, however, that SCSB shall give notice to Contractor that such invoice is deemed improper, and Contractor shall be given:
(a) details as to why it is considered improper,
(b) instruction as to how Contractor can correct such invoice to make it proper, and
(c) the opportunity to submit a corrected invoice to be paid for services performed..

7. CONFIDENTIALITY

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

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

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies. **Level II Background Check** – Any vendor providing services under this contract who will (1) be at a

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

9. AUDITS, RECORDS, AND RECORDS RETENTION

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

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

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

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

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

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

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

10. INDEMNIFICATION

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

11. DEBARMENT & SUSPENSION

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

12. TERMINATION

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

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

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

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

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

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

D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall

survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs 1 (B), 2, 5, 10, 13, and 15.

13. ARBITRATION

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

14. ENTIRE AGREEMENT; MODIFICATION

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

15. GOVERNING LAW

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

16. COUNTERPARTS

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

17. NOTICES

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

If to SCSB: The School Board of Suwannee County Florida
c/o Ted L. Roush, Superintendent
1740 Ohio Avenue, South
Live Oak, FL 32064

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

Contractor: Communication Services, Inc.
75 Highpower Road
Rochester, NY 14623

18. WAIVER

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

19. CAPTIONS

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

20. ASSIGNMENT; BINDING EFFECT

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

21. RELEASE OF STUDENT RECORDS

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

22. PUBLIC RECORDS

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

23. 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 2020-2021 academic year.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 2020.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Ed daSilva, Chairman Date

_____ _____
Ted L. Roush, Superintendent Date

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

CONTRACTOR

_____ _____
Witness Signature Adam Ledo, Regional Director
Interpretek

_____ Date _____
Type or Print Name of Witness

EXHIBIT A

Agreement for Sign Language Services

Terms of Service:

- **Initial Charge**: A 4 hour minimum charge is required on all on-site assignments. Charges are per hour per interpreter and will be charged for the full time scheduled including breaks. Each on-site interpreter for Suwannee County for the 2020-2021 school year will be typically scheduled 7 hours daily. (VRI Interpreters have a 2 hour minimum charge)
- **Additional Time:** If an assignment is going to run past the scheduled time, the interpreter(s) will accommodate according to availability. Additional time will be billed in 30 minute increments.
- **Late Charges:** Any assignment scheduled with less than 48 business hours notice (defined as 2 full business days from time of the appointment) notice is subject to an additional 20% charge. (Business Hours defined as Monday to Friday 9:00am to 5:00pm.)
- **After Hours / Weekends:** Requests between 5pm to 9am require an additional charge of $10.00 per hour/per interpreter, as well as on Saturdays, Sundays and Holidays.
- **Fulfillment of Contract:** Presence of the interpreter constitutes fulfillment of contract. The interpreter will wait 30 minutes past the scheduled start time. If consumer is not present after 30 min, the interpreter will no longer be required to stay and should be released from the assignment. In the event consumers make changes during the assignment, such as cancelling after the Interpreter is present or not showing at all, Interpretek will still invoice for the hours reserved.
- **Cancellations:** The cancellation period is more than 2 full business days (M-F, 48 hours) prior to the start time. If not received before this time period, payment is billed for the hours reserved.

Payments:

- Payment will be due upon receipt of invoice, unless otherwise negotiated.
- Delinquent accounts will assess an additional 10% processing charge per month.

Additional Info:

- **Confidentiality:** Interpretek shall maintain confidentiality and shall not disclose educational, health, or other confidential information except in accordance with all applicable laws and policies. This provision shall survive the termination of this Agreement.

EXHIBIT A (Continued)

2020-2021 Educational Rates

Description	EIPA >3.0 Qualified	EIPA 3.0-3.4	EIPA 3.5-3.9	Nat'l Cert. / EIPA 4.0<
Interpreting Rates for Students	$39	$43	$49	$54
Interpreting Rates for Parents	$39	$43	$48	$54
Interpreting Rates for Employees	$39	$43	$48	$54
Tri-Lingual	$43	$48	$54	$59
Interpreting Rates for Legal Requests (Investigations, DCF, etc.)	*N/A*	*N/A*	*N/A*	$54
VRI (Video Remote Interpreting)	$39	$43	$48	$54
Travel:	*Interpretek endeavors to provide on-site interpreters that live in the area of your district. At times, the only qualified interpreters that are available may have to travel some distance to reach the school to which they are assigned. If this is the case, we can discuss options for compensating the interpreter for their travel time. (Could be a mileage reimbursement or possibly an extra hour or so built into each day.)*			

EXHIBIT A (Continued)

Suwannee County Billing Information

Billing information (to be filled out by Suwannee County)

District Billing Name: _____

District Billing Address:

_____

City: _____ State: _____ Zip:_____

Phone:_____

Billing Email: _____

Billing Contact Phone: _____

Billing Approval Name: _____

Billing Approval Signature: _____

EXHIBIT 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.

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

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

W I T N E S S E D:

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

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

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

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

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

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

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

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

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

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

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

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

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

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

2. REPRESENTATIVES AND WARRANTIES

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

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

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

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

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

(ii) all applicable policies of: SCSB;

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

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

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

the provision of services under this Agreement; and

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

3. INDEPENDENT CONTRACTOR

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

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on the date of execution by both parties and ending June 30, 2021, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

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

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, reasonably requested by SCSB, and SCSB shall pay each invoice within **thirty (30) days**

after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice; provided, however, that SCSB shall give notice to Contractor that such invoice is deemed improper, and Contractor shall be given:
(a) details as to why it is considered improper,
(b) instruction as to how Contractor can correct such invoice to make it proper, and
(c) the opportunity to submit a corrected invoice to be paid for services performed.

7. CONFIDENTIALITY

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

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

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies.

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

9. AUDITS, RECORDS, AND RECORDS RETENTION

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

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

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

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

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

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

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

subcontracts and assignments.

10. INDEMNIFICATION

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

11. DEBARMENT & SUSPENSION

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

12. TERMINATION

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

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

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

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

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

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

D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and

obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs 1 (B), 2, 5, 10, 13, and 15.

13. ARBITRATION

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

14. ENTIRE AGREEMENT; MODIFICATION

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

15. GOVERNING LAW

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

16. COUNTERPARTS

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

17. NOTICES

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

If to SCSB: The School Board of Suwannee County Florida
c/o Ted L. Roush, Superintendent
1740 Ohio Avenue, South
Live Oak, FL 32064

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

Contractor: Specialized Education Associates, LLC
Elizabeth Wilson
2652 S. Hannon Hill Drive
Tallahassee, FL 32309

18. WAIVER

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

19. CAPTIONS

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

20. ASSIGNMENT; BINDING EFFECT

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

21. RELEASE OF STUDENT RECORDS

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

22. PUBLIC RECORDS

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

23. 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 2020-2021 academic year.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 2020.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Ed daSilva, Chairman Date

_____ _____
Ted L. Roush, Superintendent Date

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

CONTRACTOR

_____ _____
Witness Signature Elizabeth Wilson, President
Specialized Education Associates, LLC

_____ Date _____
Type or Print Name of Witness

Date _____

EXHIBIT A

SERVICES PROVIDED:

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

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

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

CONTRACTOR FEDERAL IDENTIFICATION NUMBER: 82-2362877

INDIVIDUAL SOCIAL SECURITY NUMBER:

IRS Form W-9 on file

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

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

EXHIBIT B

FEE SCHEDULE

The Suwannee County School Board shall pay $65.00 per hour for services. Services shall include instruction, planning, and travel. This will be paid monthly upon receipt of billing. Services billed shall not exceed 25 hours per week. All hours billed will be documented by student name, activity as related to instruction, travel, and planning. All billed hours will be signed at the point of service by a SCSB employee.

EXHIBIT C

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

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.

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

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

WITNESSED:

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

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

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

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

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

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

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

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

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

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

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

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

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

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

2. REPRESENTATIVES AND WARRANTIES

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

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

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

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

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

(ii) all applicable policies of: SCSB;

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

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

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

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

3. INDEPENDENT CONTRACTOR

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

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on the date of execution by both parties and ending June 30, 2021, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

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

6. BILLING

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

does not provide a proper invoice; provided, however, that SCSB shall give notice to Contractor that such invoice is deemed improper, and Contractor shall be given:
(a) details as to why it is considered improper,
(b) instruction as to how Contractor can correct such invoice to make it proper, and
(c) the opportunity to submit a corrected invoice to be paid for services performed.

7. CONFIDENTIALITY

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

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

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies. **Level II Background Check** – Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or

control of school funds, that person shall have a **Level II background check** submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the Suwannee County School Board.

9. AUDITS, RECORDS, AND RECORDS RETENTION

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

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

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

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

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

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

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

10. INDEMNIFICATION

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

11. DEBARMENT & SUSPENSION

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

12. TERMINATION

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

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

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

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

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

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

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

termination: Paragraphs 1 (B), 2, 5, 10, 13, and 15.

13. ARBITRATION

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

14. ENTIRE AGREEMENT; MODIFICATION

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

15. GOVERNING LAW

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

16. COUNTERPARTS

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

17. NOTICES

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

If to SCSB: The School Board of Suwannee County Florida
c/o Ted L. Roush, Superintendent
1740 Ohio Avenue, South
Live Oak, FL 32064

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

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

18. WAIVER

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

19. CAPTIONS

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

20. ASSIGNMENT; BINDING EFFECT

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

21. RELEASE OF STUDENT RECORDS

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

22. PUBLIC RECORDS

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

23. 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 2020-2021 academic year.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 2020.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Ed daSilva, Chairman Date

_____ _____
Ted L. Roush, Superintendent Date

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

CONTRACTOR

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

_____ Date _____
Type or Print Name of Witness

Date _____

EXHIBIT A

SERVICES PROVIDED:

See attached proposal for the 2020-2021 school year regarding the specifics related to contract services and fees for ESE Program Consultations with RISE.

CONTRACTOR FEDERAL IDENTIFICATION NUMBER: 38-3736429

IRS Form W-9 on file

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

IDEA Part B Grant

PROPOSAL TO THE SCHOOL BOARD OF SUWANNEE COUNTY FROM RESOLUTIONS IN SPECIAL EDUCATION, INC. FOR PROFESSIONAL AND TECHNICAL SERVICES FOR ESE PROGRAM CONSULTATIONS 2020-2021 SCHOOL YEAR

I. BACKGROUND INFORMATION

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

> Procedures, policies and forms to comply with IDEA law, implementing regulations found at 34 CFR Part 300 and State Board of Education Rules, as they are revised, re-interpreted and promulgated.
>
> Compliance and parent literature, in order for the ESE Department to continue to be perceived as a family friendly structure providing excellent and timely support and information to families of students with disabilities (SWD).

II. PRODUCTS AND SERVICES

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

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

2. Provide sample parent newsletters, if needed, containing information about compliance issues and programs affecting SWDs on a quarterly basis, with Fall 2020, Winter 2020, Spring 2021 and Summer 2021 editions.

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

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

III. DISTRICT RESPONSIBILITIES

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

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

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

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

IV. BUDGET

The term of this agreement commences upon proposal approval/issuance of a purchase order, and terminates June 30, 2021.

I. Consultation Fees Total-$8,500

Payments to be requested according to a mutually agreeable schedule.

Respectfully Submitted:

_____ _____

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

_____ _____

Approved, Debbie Land, Director Student Services Date

EXHIBIT 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.

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

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

WITNESSED:

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

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

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

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

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

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

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

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

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

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

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

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

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

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

2. REPRESENTATIVES AND WARRANTIES

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

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

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

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

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

(ii) all applicable policies of: SCSB;

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

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

E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for

said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and

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

3. INDEPENDENT CONTRACTOR

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

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on the date of execution by both parties and ending June 30, 2021, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

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

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the

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

7. CONFIDENTIALITY

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

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

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2

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

9. AUDITS, RECORDS, AND RECORDS RETENTION

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

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

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

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

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

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

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

10. INDEMNIFICATION

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

11. DEBARMENT & SUSPENSION

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

12. TERMINATION

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

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

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

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

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

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

D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement,

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

13. ARBITRATION

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

14. ENTIRE AGREEMENT; MODIFICATION

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

15. GOVERNING LAW

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

16. COUNTERPARTS

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

17. NOTICES

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

If to SCSB: The School Board of Suwannee County Florida
c/o Ted L. Roush, Superintendent
1740 Ohio Avenue, South
Live Oak, FL 32064

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

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

18. WAIVER

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

19. CAPTIONS

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

20. ASSIGNMENT; BINDING EFFECT

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

21. RELEASE OF STUDENT RECORDS

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

22. PUBLIC RECORDS

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

23. 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 2020-2021 academic year.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 2020.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Ed daSilva, Chairman Date

_____ _____
Ted L. Roush, Superintendent Date

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

CONTRACTOR

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

_____ Date _____
Type or Print Name of Witness

EXHIBIT A

SERVICES PROVIDED:

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

CONTRACTOR FEDERAL IDENTIFICATION NUMBER: 46-2579525

INDIVIDUAL SOCIAL SECURITY NUMBER:

W-9 on file

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

IDEA Part B Grant

The School Board will pay the Therapist for the services provided in an amount of $62 per hour for physical therapy evaluations, physical therapy treatments, attendance at IEP meetings, time for ESE related documentation, and planning.

EXHIBIT B

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

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 A

SERVICES PROVIDED:

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

CONTRACTOR FEDERAL IDENTIFICATION NUMBER: 46-2579525

INDIVIDUAL SOCIAL SECURITY NUMBER:

W-9 on file

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

IDEA Part B Grant

The School Board will pay the Therapist for the services provided in an amount of ~~$60~~ 62 per hour for physical therapy evaluations, physical therapy treatments, attendance at IEP meetings, time for ESE related documentation, and planning.

INFO ONLY

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

ACV Health Services, LLC
Dowling Park, Florida

This Agreement begins on July 1, 2020, between the Suwannee County School Board (SCSB) and ACV Health Services, LLC, Dowling Park, Florida (Healthcare Agency).

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

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

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

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

I. GENERAL CONDITIONS

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

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

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 1, 2020 through June 30, 2021; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

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

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

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

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

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

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

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

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

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

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

III. THE RTC'S RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

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

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

IV. HIPAA REQUIREMENTS

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

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

V. LIABILITY OF PARTIES

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

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

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

VI. INDEMNIFICATION

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

VII. PUBLIC RECORDS

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

VIII. GOVERNING LAW AND VENUE

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

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

IX. RELEASE OF STUDENT RECORDS

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

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 2020-2021 academic year.

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: _____
Ed daSilva, Chairman
Suwannee County School Board

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

ACV Health Center, LLC

Dowling Park, Florida

BY: _____ DATE: _____

TITLE: _____

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.

AN AGREEMENT

between

SUWANNEE COUNTY SCHOOL BOARD

and

Smith & Sorenson, LLC
D/B/A
Rising Oaks Assisted Living
Live Oak, Florida

This Agreement begins on July 1, 2020, between the Suwannee County School Board (SCSB) and Smith & Sorenson, LLC, D/B/A Rising Oaks Assisted Living, Live Oak, Florida (Healthcare Agency).

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

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care technician and/or Practical Nurse Education students may acquire clinical experience at the facilities of the Healthcare Agency; and,

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

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

I. GENERAL CONDITIONS

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

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

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of 12 months beginning on July 1, 2020 through June 30, 2021; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

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

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

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

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

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education program.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education program through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.

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

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

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

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

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

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

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

III. THE RTC'S RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

IV. HIPAA REQUIREMENTS

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

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

V. LIABILITY OF PARTIES

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

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

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

VI. INDEMNIFICATION

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

VII. 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 2020-2021 academic year.

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: _____
Ed daSilva, 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"

Smith & Sorenson, LLC
D/B/A
Rising Oaks Assisted Living
201 Ranchera Street N.W.
Live Oak, 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, 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.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

ACV Health Services, LLC
Dowling Park, Florida

This Agreement begins on July 1, 2020, between the Suwannee County School Board (SCSB) and ACV Health Services, LLC, Dowling Park, Florida (Healthcare Agency).

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

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

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

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

I. GENERAL CONDITIONS

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

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

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 1, 2020 through June 30, 2021; 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 2020-2021 academic year.

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: _____
Ed daSilva, Chairman
Suwannee County School Board

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

ACV Health Services, LLC

Dowling Park, Florida

BY: _____ DATE: _____

TITLE: _____

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.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

ANDRES R. VILLAR, MD, PA
d/b/a CHILDREN'S MEDICAL CENTER
Branford, Lake City, and Live Oak, Florida

This Agreement begins on July 1, 2020, between the Suwannee County School Board (SCSB) and Andres R. Villar, MD, PA, d/b/a Children's Medical Center, Branford, Lake City, and Live Oak, Florida (Healthcare Agency).

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

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

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

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

I. GENERAL CONDITIONS

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

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

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 1, 2020 through June 30, 2021; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

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

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

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

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

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

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

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

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

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

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

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

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

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

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

III. THE RTC'S RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

IV. HIPAA REQUIREMENTS

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

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

V. LIABILITY OF PARTIES

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

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

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

VI. INDEMNIFICATION

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

VII. GOVERNING LAW AND VENUE

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

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

VIII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes 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 2020-2021 academic year.

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: _____
Ed daSilva, Chairman
Suwannee County School Board

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

ANDRES R. VILLAR, MD, PA
d/b/a CHILDREN'S MEDICAL CENTER

Branford, Lake City and Live Oak, Florida

BY: _____ DATE: _____

TITLE: _____

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.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

Consulate Healthcare Baya Pointe Health and Rehabilitation Center
Lake City, Florida

This Agreement commences on July 1, 2020, between the Suwannee County School Board (SCSB) and Consulate Healthcare Baya Pointe Health and Rehabilitation Center Lake City, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician Program and Practical Nurse Education program for qualified students preparing to be Patient Care Technicians and/or Practical Nurses: and,

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

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

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

I. GENERAL CONDITIONS

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

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

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of twelve months, July 1, 2020 through June 30, 2021; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

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

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

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

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

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education program.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education program through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.

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

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

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

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

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

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

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

III. THE RTC'S RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

IV. HIPAA REQUIREMENTS

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

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

V. LIABILITY OF PARTIES

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

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

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

VI. INDEMNIFICATION

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

VII. 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 2020-2021 academic year.

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: _____
Ed daSilva, 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"

Consulate Healthcare Baya Pointe Health and Rehabilitation Center
587 SE Ermine Avenue
Lake City, FL 32025

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, 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.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

And

North Central Florida Hospice, Inc
D/B/A
Haven Hospice
6037 US Hwy 90
Lake City, FL 32055

This Agreement is entered into on July 1, 2020, between the Suwannee County School Board (SCSB) and North Central Florida Hospice, Inc. d/b/a Haven Hospice (Healthcare Agency).

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

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

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

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

I. GENERAL CONDITIONS

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

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

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning upon the date of execution by both parties through June 30, 2021; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

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

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

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

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

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

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

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

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

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

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

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

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

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

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

III. THE RTC'S RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

IV. HIPAA REQUIREMENTS

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

Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

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

V. LIABILITY OF PARTIES

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

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

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

VI. INDEMNIFICATION

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

VII. GOVERNING LAW AND VENUE

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

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

VIII. PUBLIC RECORDS

1. For all contractors as set forth in Section 119.0701, Florida Statutes 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 2020-2021 academic year.

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: _____
Ed daSilva, Chairman
Suwannee County School Board

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

North Central Florida Hospice, Inc
D/B/A
Haven Hospice
6037 US Hwy 90
Lake City, FL 32055

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, 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 July 1, 2020, between the Suwannee County School Board (SCSB) and Sorensen Smith and Bay LLC d/b/a/ Homewood Lodge ALF (Clinical Site).

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

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Patient Care Technician and/or Practical Nurse 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 Patient Care Technician and/or Practical Nurse Program Director

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

1.2 RTC shall provide to the Clinical Site, not less 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 Patient Care Technician and/or Practical Nurse program, its curriculum content, and the assignment, teaching, supervision and evaluation of the students.

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

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

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

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

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

Section 2. Duties of the Placement Site

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

2.2 The Clinical Site shall provide orientation to Patient Care Technician and Practical Nurse 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 Patient Care Technician Program and/or Practical Nurse Education Program.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, cafeteria, conference rooms, dressing rooms and/or locker or closet spaces, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures established by the Florida Board of Nursing and Florida Department of Education, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

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

Section 3. Implementation of Program

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

3.2 Periodically, but at least once per year, the Director of the Patient Care Technician program and Director of Practical Nursing program, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the program accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the Patient Care Technician program and Practical Nurse Education program.

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

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

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

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

Section 5. Liability of Parties

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

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

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

Section 6. Other Affiliations

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

Section 7. Term and Termination

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

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best

efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

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

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

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

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

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

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

Section 9. Amendments

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

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

Section 10. Indemnification

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

Section 11. Governing Law and Venue

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

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

Section 12. Public Records

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

Section 13. 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 2020-2021 academic year.

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
Superintendent of Schools

By:_____
Ed daSilva, Chairman
Suwannee County School Board

Date:_____

"Approved as to Form and Sufficiency

BY_____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

Sorensen Smith and Bay LLC
d/b/a Homewood Lodge ALF
480 SE Mill Street
Mayo, FL 32066

By:_____

By:_____

Date:_____

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.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

Lafayette Nursing and Rehabilitation

This Agreement begins on July 1, 2020, between the Suwannee County School Board (SCSB) and Lafayette Nursing and Rehabilitation, Mayo, Florida (Healthcare Agency).

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

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

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

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

I. GENERAL CONDITIONS

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

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

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 1, 2020 through June 30, 2021; 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 2020-2021 academic year.

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: _____
Ed daSilva, 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"

Lafayette Nursing and Rehabilitation
512 W. Main Street
Mayo, FL 32066

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, 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 July 1, 2020, between the Suwannee County School Board (SCSB) and Lake City Surgery Center, LLC, Lake City, FL (Clinical Site) for the 2020-2021 school year.

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

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Patient Care Technician and/or Practical Nurse 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 Patient Care Technician and/or Practical Nurse Program Director

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

1.2 RTC shall provide to the Clinical Site, not less 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 Patient Care Technician and/or Practical Nurse program, its curriculum content, and the assignment, teaching, supervision and evaluation of the students.

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

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

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

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

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

Section 2. Duties of the Placement Site

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

2.2 The Clinical Site shall provide orientation to Patient Care Technician and Practical Nurse 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 Patient Care Technician Program and/or Practical Nurse Education Program.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, cafeteria, conference rooms, dressing rooms and/or locker or closet spaces, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures established by the Florida Board of Nursing and Florida Department of Education, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

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

Section 3. Implementation of Program

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

3.2 Periodically, but at least once per year, the Director of the Patient Care Technician program and Director of Practical Nursing program, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the program accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the Patient Care Technician program and Practical Nurse Education program.

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

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

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

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

Section 5. Liability of Parties

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

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

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

Section 6. Other Affiliations

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

Section 7. Term and Termination

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

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best

efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

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

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

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

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

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

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

Section 9. Amendments

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

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

Section 10. Indemnification

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

Section 11. Governing Law and Venue

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

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

Section 12. Public Records

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

Section 13. 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 2020-2021 academic year.

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
Superintendent of Schools

By:_____
Ed daSilva, Chairman
Suwannee County School Board

Date:_____

Lake City Surgery Center, LLC
208 SW Prosperity Place
Lake City, FL 32024

By:_____

By:_____

Date:_____

"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

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.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

Madison Health and Rehabilitation Center
2481 W US Hwy 90
Madison, FL 32340

This Agreement is entered into on July 1, 2020, between the Suwannee County School Board (SCSB) and Madison Health & Rehabilitation Center, Madison, Florida (Healthcare Agency).

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

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

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

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

I. GENERAL CONDITIONS

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

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

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning on July 1, 2020 through June 30, 2021; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

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

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

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

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

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

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

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

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

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

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

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

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

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

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

III. THE RTC'S RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

IV. HIPAA REQUIREMENTS

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

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

V. LIABILITY OF PARTIES

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

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

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

VI. INDEMNIFICATION

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

VII. GOVERNING LAW AND VENUE

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

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

VIII. PUBLIC RECORDS

1. For all contractors as set forth in Section 119.0701, Florida Statutes 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 2020-2021 academic year.

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: _____
Ed daSilva, Chairman
Suwannee County School Board

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

Madison Health and Rehabilitation Center
2481 W US Hwy 90
Madison, FL 32340

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, 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 July 1, 2020, between the Suwannee County School Board (SCSB) and Pine House Inc., d/b/a Oakridge (Clinical Site).

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

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Patient Care Technician and/or Practical Nurse 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 Patient Care Technician and/or Practical Nurse Program Director

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

1.2 RTC shall provide to the Clinical Site, not less 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 Patient Care Technician and/or Practical Nurse program, its curriculum content, and the assignment, teaching, supervision and evaluation of the students.

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

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

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

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

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

Section 2. Duties of the Placement Site

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

2.2 The Clinical Site shall provide orientation to Patient Care Technician and Practical Nurse 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 Patient Care Technician Program and/or Practical Nurse Education Program.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, cafeteria, conference rooms, dressing rooms and/or locker or closet spaces, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures established by the Florida Board of Nursing and Florida Department of Education, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

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

Section 3. Implementation of Program

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

3.2 Periodically, but at least once per year, the Director of the Patient Care Technician program and Director of Practical Nursing program, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the program accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the Patient Care Technician program and Practical Nurse Education program.

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

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

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

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

Section 5. Liability of Parties

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

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

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

Section 6. Other Affiliations

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

Section 7. Term and Termination

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

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best

efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

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

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

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

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

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

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

Section 9. Amendments

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

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

Section 10. Indemnification

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

Section 11. Governing Law and Venue

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

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

Section 12. Public Records

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

Section 13. 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 2020-2021 academic year.

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
Superintendent of Schools

By:_____
Ed daSilva, Chairman
Suwannee County School Board

Date:_____

Pine House Inc., d/b/a Oakridge
297 SE CR 300
Mayo, FL 32066

By:_____

By:_____

Date:_____

"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

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.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

Bienvenido Samera, MD
303 Suwannee Ave
Branford, Florida

This Agreement is entered into on July 1, 2020, between the Suwannee County School Board (SCSB) and Dr. Bienvenido Samera, MD PA, Branford, Florida (Healthcare Agency).

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

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

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

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

I. GENERAL CONDITIONS

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

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

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning July 1, 2020 through June 30, 2021; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

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

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

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

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

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

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

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

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

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

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

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

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

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

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

III. THE RTC'S RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

IV. HIPAA REQUIREMENTS

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

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

V. LIABILITY OF PARTIES

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

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

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

VI. INDEMNIFICATION

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

VII. GOVERNING LAW AND VENUE

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

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

VIII. PUBLIC RECORDS

1. For all contractors as set forth in Section 119.071, 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 2020-2021 academic year.

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: _____
Ed daSilva, 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"

Bienvenido Samera, MD
303 Suwannee Ave
Branford, Florida

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, 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.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

HAMILTON HEALTH ENTERPRISES, INC.
d/b/a Suwannee Valley Nursing Center
Jasper, Florida

This Agreement begins on July 1 2020, between the Suwannee County School Board (SCSB) and Hamilton Health Enterprises, Inc., d/b/a Suwannee Valley Nursing Center, Jasper, Florida (Healthcare Agency).

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

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

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

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

I. GENERAL CONDITIONS

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

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

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 1, 2020 through June 30, 2021; 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 2020-2021 academic year.

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: _____
Ed daSilva, Chairman
Suwannee County School Board

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

HAMILTON HEALTH ENTERPRISES, INC.
d/b/a Suwannee Valley Nursing Center

Jasper, Florida

BY: _____ DATE: _____

TITLE: _____

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.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

And

EMORY MEDICAL CORPORATION
d/b/a WOMEN'S CENTER OF FLORIDA
4812 Highway 90, Lake City, FL 32056

This Agreement is entered into on July 1, 2020, between the Suwannee County School Board (SCSB) and EMORY MEDICAL CORPORATION d/b/a Women's Center of Florida (Healthcare Agency).

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

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

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

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

I. GENERAL CONDITIONS

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

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

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning July 1, 2020 through June 30, 2021; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

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

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

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

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

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

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

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

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

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

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

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

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

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

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

III. THE RTC'S RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

IV. HIPAA REQUIREMENTS

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

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

V. LIABILITY OF PARTIES

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

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

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

VI. INDEMNIFICATION

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

VII. GOVERNING LAW AND VENUE

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

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

VIII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes 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 2020-2021 academic year.

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: _____
Ed daSilva, Chairman
Suwannee County School Board

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

EMORY MEDICAL CORPORATION
d/b/a WOMEN'S CENTER OF FLORIDA

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

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 July 1, 2020, between the Suwannee County School Board (SCSB) and Advent Christian Village, Inc. (Clinical Site).

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

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

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

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

Section 1. Duties of Pharmacy Technology Program Director

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

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

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

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

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

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

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

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

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

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

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

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

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

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

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

Section 3. Implementation of Program

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

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

Section 4. Costs and Fees

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

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

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

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

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

Section 5. Liability of Parties

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

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

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

Section 6. Other Affiliations

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

Section 7. Term and Termination

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

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

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

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

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

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

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

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

Section 9. Amendments

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

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

Section 10. Indemnification

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

Section 11. Governing Law and Venue

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

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

Section 12. Public Records

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

Section 13. 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 2020-2021 academic year.

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
Superintendent of Schools

By:_____
Ed daSilva, Chairman
Suwannee County School Board

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

Advent Christian Village, Inc.
The Village Pharmacy
10820 Marvin Jones Blvd.
Live Oak, FL 32060

By:_____

By:_____

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

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 July 1, 2020, between the Suwannee County School Board (SCSB) and Baya Pharmacy, Baya Drive, Lake City, FL (Clinical Site).

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

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

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

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

Section 1. Duties of Pharmacy Technology Program Director

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

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

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

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

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

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

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

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

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

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

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

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

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

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

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

Section 3. Implementation of Program

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

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

Section 4. Costs and Fees

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

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

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

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

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

Section 5. Liability of Parties

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

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

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

Section 6. Other Affiliations

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

Section 7. Term and Termination

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

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

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

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

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

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

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

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

Section 9. Amendments

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

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

Section 10. Indemnification

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

Section 11. Governing Law and Venue

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

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

Section 12. Public Records

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

Section 13. 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 2020-2021 academic year.

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
Superintendent of Schools

By:_____
Ed daSilva, Chairman
Suwannee County School Board

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

Baya Pharmacy
780 S.E. Baya Drive
Lake City, FL 32025

By:_____

By:_____

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes

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 July 1, 2020, between the Suwannee County School Board (SCSB) and Baya Pharmacy (Clinical Site).

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

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

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

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

Section 1. Duties of Pharmacy Technology Program Director

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

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

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

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

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

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

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

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

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

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

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

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

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

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

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

Section 3. Implementation of Program

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

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

Section 4. Costs and Fees

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

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

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

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

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

Section 5. Liability of Parties

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

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

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

Section 6. Other Affiliations

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

Section 7. Term and Termination

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

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

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

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

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

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

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

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

Section 9. Amendments

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

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

Section 10. Indemnification

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

Section 11. Governing Law and Venue

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

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

Section 12. Public Records

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

Section 13. 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 2020-2021 academic year.

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
Superintendent of Schools

By:_____
Ed daSilva, Chairman
Suwannee County School Board

Baya Pharmacy
1465 US 90 STE 110
Lake City, FL 32055

By:_____

By:_____

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

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes

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 July 1, 2020, between the Suwannee County School Board (SCSB) and Cheek & Scott Drugs, Inc. (Clinical Site).

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

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

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

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

Section 1. Duties of Pharmacy Technology Program Director

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

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

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

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

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

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

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

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

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

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

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

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

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

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

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

Section 3. Implementation of Program

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

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

Section 4. Costs and Fees

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

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

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

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

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

Section 5. Liability of Parties

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

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

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

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

12.1 For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

Section 13. 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 2020-2021 academic year.

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

Cheek & Scott Drugs, Inc.
1520 S. Ohio Avenue
Live Oak, FL 32060

Cheek & Scott Drugs, Inc.
161 SW Stonegate Terrace, #105
Lake City, FL 32024

Cheek & Scott Drugs, Inc.
1150 US Hwy 41 NW
Suite 13
Jasper, FL 32052

By:_____
Ted L. Roush
Superintendent of Schools

By:_____

By:_____
Ed daSilva, Chairman
Suwannee County School Board

By:_____

"Approved as to Form and Sufficiency

BY_____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes

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.

HEALTHCARE SUPPORT STAFF EXTERNSHIP TRAINING AGREEMENT

This Agreement is entered into on the 1st day of July, 2020 by and between CVS Health, Inc., with offices at One CVS Drive, Woonsocket, RI 02895, on behalf of itself and its subsidiaries and affiliates, including for the avoidance of doubt CVS Pharmacy, Inc L.L.C.; Caremark, L.L.C.; Omnicare, L.L.C.; and Minute Clinic, L.L.C. and entities (collectively, "CVS Health") and Suwannee County School Board (SCSB), with offices at RIVEROAK Technical College (the "School").

WHEREAS, the School has established, as part of its Healthcare Support Staff program, an institutional externship training (hereinafter referred to as the "Training Program") at the option of a student (hereinafter referred to individually, as a "Student" and collectively, as the "Students"), which requires clinical facilities, equipment, services and tutelage by approved practitioners of pharmacy or nurse practitioners or physician assistants (hereinafter referred to as "Trainers") to provide this practical experience; and

WHEREAS, CVS Health has the appropriate facilities, equipment, services and Trainers to provide the necessary practical experience for the benefit of the Students;

NOW THEREFORE, it is agreed by and between the School and CVS Health that:

A. The School will:

1. Appoint a primary contact (hereinafter the "School Coordinator") at the School to coordinate performance of the School's responsibilities hereunder.

2. Provide information regarding dates for period of instruction, in accordance with the School calendar and forecasts of Students to be assigned to CVS Health.

3. If requested by CVS Health, ensure that all Students meet current immunization standards as may be necessary to safeguard public health.

4. Authorize the School Coordinator to serve as liaison between the School and CVS Health to achieve the objectives of the Training Program.

5. Ensure that all Students satisfy state licensure and/or registration requirements and, upon request, provide a copy of the related license and/or registration documentation to CVS Health.

6. Ensure that all Students satisfy CVS Health requirements for individuals to access and train in the pharmacy, including but not limited to, ensure that every Student, prior to the beginning of their training, completes the Student Statement and Acknowledgement Form, attached here as Exhibit A.

7. Provide workers' compensation insurance for Students, to the extent required by law.

B. CVS Health, consistent with its primary obligations to care for its patients and consistent with its available space and facilities will use commercially reasonable efforts to implement the objectives of the Training

School Initials: _____
CVS Health Initials: _____

Program, in cooperation with the School, by undertaking the following:

1. Instruction in HealthCare Support Staff skills and knowledge at a CVS Health location in accordance with guidelines and objectives of the Training Program.

2. Provide information regarding dates for period of instruction, in accordance with the Agency calendar and forecasts of Participants to be assigned to CVS Health.

3. Completion of records and reports necessary for the conduct and verification of a Student's participation.

4. Acceptance of Students as recommended by the School to be assigned to Trainers of CVS Health.

5. Provision of existing equipment, facilities, supplies and services for Students assigned to CVS Health, as may be necessary, in the opinion of CVS Health, to attain the objectives of the Training Program.

C. No stipend or wages of any kind will be provided to Students. Students will be responsible for their transportation and other expenses, including meals. It is specifically agreed that neither the School nor CVS Health shall be responsible for costs or expenditures incurred by the other in the conduct of the Training Program. Moreover, the parties acknowledge and agree that at no point during the term of this Agreement or thereafter shall the School provide CVS Health with any monetary consideration in connection with CVS Health's participation in the Training Program.

D. CVS Health and the School agree that no Student shall be an employee or agent of CVS Health and that no Student shall be deemed an employee or agent of CVS Health for any purpose whatsoever. CVS Health and the School also agree that CVS Health is not a joint employer of any Student. To the extent that CVS Health is deemed to be an employer of a Student, to any degree, the School shall be responsible for any damages, penalties, attorneys' fees, or fines associated with such a determination, including unpaid wages. The parties acknowledge and agree that CVS Health will in no way be under any legal obligation with respect to the Training Program, by virtue of this Agreement or any other expression, written or otherwise, to hire any Student upon the termination of the Training Program or this Agreement, whichever occurs first. The parties acknowledge and agree that, during the term of this Agreement, in no such event shall a Student displace any current or future employee of CVS Health.

E. Students and employees of the School shall adhere to the rules, regulations, procedures and policies of CVS Health while on CVS Health premises and during the course of instruction in the Training Program, including, but not limited to, rules stated in the Student Statement and Acknowledgement Form, attached hereto as Exhibit A. CVS Health shall have the right in its sole discretion to immediately terminate the participation of any Student in the Training Program without any liability in the event that a Student violates any CVS Health rule, regulation, procedure or policy. CVS Health shall notify the designated School representative as soon as reasonably possible if such termination occurs. CVS Health reserves the right to take immediate action where expedient to maintain the operation of its facilities free from the disruption, including, but not limited to, cancelling or re-scheduling training sessions and relocating Students to different CVS Health locations without advance notice.

F. Students shall complete all introductory activities and orientations as deemed necessary by CVS Health.

School Initials: _____
CVS Health Initials: _____

The School acknowledges that Students may be required to provide certain personal information, including, but not limited to, date of birth, to access CVS Health's web-based training applications and to be subjected to any and all background checks and screening deemed required by CVS Health.

G. The School shall furnish insurance and keep it in full force and effect at all times during the term of this Agreement (with a five-year tail if claims-based), naming CVS Health Corporation as an additional insured party for all obligations of the School to CVS Health hereunder, up to the limits of liability set forth below. The policies shall be underwritten by an insurance company that carries an A- or better rating from A.M. Best. Each policy shall provide that such insurance will be primary insurance with respect to CVS Health Corporation and its subsidiaries and affiliates. The certificate of insurance, which CVS Health may request in writing during the term of this Agreement, shall contain a clause that the insurer will not cancel or implement material adverse changes in the insurance without first giving CVS Health thirty (30) days' prior written notice.

- General Liability Coverage, for personal or bodily injury and property damage, including Broad Form Endorsement, in combined single limit of not less than Two Million Dollars ($2,000,000) per occurrence.

H. CVS Health agrees to indemnify and hold harmless the School, and its officers, directors, employees, faculty, agents, servants, and students with respect to any and all claims, damages, lawsuits and expenses (including attorneys' fees) against the School resulting from omissions or acts of negligence or willful misconduct committed by CVS Health, or any of CVS Health's directors, agents, officers, servants or employees (except in any such case any Student).

I. The School agrees to indemnify and hold harmless CVS Health, and its officers, directors, employees, agents, and servants with respect to any and all claims, damages, lawsuits and expenses (including attorney's fees) against CVS Health resulting from omissions or acts of negligence or willful misconduct committed by the Student, the School or any of the School's directors, agents, officers, faculty, other students, or employees.

J. The School recognizes that the Students, during the period in which the Students are providing services to CVS Health, may gain knowledge of, have access to, or otherwise obtain certain confidential information about CVS Health. Neither the School nor its agents, officers, faculty, students (including the Students), or employees shall make copies of, take, distribute, disclose, directly or indirectly, or otherwise use at any time, during the term of this Agreement or thereafter, any such confidential information concerning CVS Health, including, but not limited to, financial, accounting, personnel, statistical, or prescription information, or any process, compilation of information, record or specification, or any information concerning CVS Health's business operations, inventory, products, customers, clients, patients or research and development program (collectively referred to as "CVS Health Confidential Information") without the prior written consent of CVS Health, except as may be necessary in the performance of the duties of the School and/or a Student under this Agreement. As part of its duties pursuant to the foregoing, and not by way of limitation, the School shall not disclose CVS Health Confidential Information of a CVS Health entity, subsidiary or affiliate thereof to another CVS Health entity, affiliate or subsidiary except as explicitly permitted hereunder. The School agrees to restrict dissemination of CVS Health Confidential Information to the School's personnel and agents, including the Students, on a "need-to-know" basis. All copies of such CVS Health Confidential Information in written,

School Initials: _____
CVS Health Initials: _____

graphic or other tangible form shall be returned to CVS Health upon request or upon the termination of this Agreement, whichever is sooner. All copies of such CVS Health Confidential Information in electronic form shall be destroyed upon the written request of CVS Health. All School personnel and agents, including the Students, providing services for CVS Health pursuant to this Agreement shall be advised of the confidentiality provisions of this Agreement and shall be required to execute an acknowledgment that they are personally bound by said provisions. The foregoing contractual duties to protect CVS Health Confidential Information are in addition to, and not a substitution for, any greater or additional duties imposed by law. The School's obligations in this section shall survive the termination of this Agreement.

K. The School and CVS Health have non-discriminatory policies. Neither party shall discriminate against any assigned Student or other representative of the other party during the course of the Training Program on the basis of age, religion, race, color, creed, sex, veteran status, national origin, disability or any other characteristic protected by law.

L. This Agreement shall be governed by the laws of the State of Florida

M. Any notices ("Notice") by either party to the other shall be made by registered or certified mail or by overnight courier service, provided that a receipt is required, and mailed to the addresses noted below, which may be changed by either party by written Notice to the other party.

CVS:
CVS Health, Inc.
Workforce Initiatives
CVS Regional Learning Center
1544 Piedmont Avenue
Atlanta, GA 30324
ATTN: Mike Romesburg, Lead Manager Workforce Initiatives

School:
Suwannee County School Board
1740 Ohio Avenue South
Live Oak, FL 32064

RIVEROAK Technical College
415 Pinewood Drive SW
Live Oak, FL 32064

N. This Agreement, together with each exhibit, constitutes the entire agreement of the parties to this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof. This Agreement may be

School Initials: _____
CVS Health Initials: _____

amended by mutual written consent of the parties.

O. This Agreement shall become effective upon execution by the second signatory hereto, and will thereafter automatically renew for one-year terms; provided, either party may terminate this Agreement upon ten (10) days' prior written notice to the other. In the event of any such termination by CVS Health, CVS Health shall use commercially reasonable efforts to allow those Students already participating in the Training Program to complete their assignment at CVS Health.

P. For all contractors as set forth in Section 119.0701, Florida Statutes (2019) see EXHIBIT C which is incorporated by reference herein.

Q. 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 2020-2021 academic year.

School Initials: _____
CVS Health Initials: _____

Executed and acknowledged as the Agreement by an authorized representative of each party:

By: **CVS Health, Inc.**

_____
Signature

Esther Yanira Hurst
Name - Print or type

Workforce Initiatives Manager
Title

By: **Suwannee County School Board ***

_____
Signature

Ed daSilva
Name - Print or type

School Board Chairperson
Title

_____
Signature

Ted L. Roush
Name – Print or type

Superintendent
Title

* If the School has made no changes to this Agreement, please initial here _____

Last Updated: August 9th, 2016

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

School Initials: _____
CVS Health Initials: _____

EXHIBIT A
PARTICIPANT STATEMENT AND ACKNOWLEDGMENT
FAIR LABOR STANDARDS ACT

As a participant participating in an externship/clerkship training program (the "Training Program") at CVS Health, Inc. (or any of its affiliates, subsidiaries or related companies) including, without limitation, CVS Pharmacy, L.L.C.; Caremark, L.L.C., Omnicare L.L.C., and MinuteClinic, L.L.C.; or Minute Clinic, L.L.C. (hereinafter collectively referred to as "CVS Health"), you are participating in the Training Program for your benefit as part of your education. Although the Training Program includes the actual operation of a CVS Health facility, it is similar to training you would be given in an educational environment. During the Training Program you will work under close supervision of existing staff and will not displace any regular CVS Health employees. **You will not be an employee of CVS Health and are not eligible for any wages or benefits from CVS Health.** At the conclusion of this Training Program you are not entitled to a job with CVS Health. Further, CVS Health derives no immediate advantage from your participation in the Training Program and on occasion CVS Health's operations may actually be impeded. CVS Health reserves the right to end your participation in the program at any time with or without notice or cause.

CUSTOMER/PATIENT CONFIDENTIALITY

As a participant participating in the Training Program, it is critical that all CVS Health team members (including you) protect and maintain as absolutely confidential CVS Health Confidential Information defined as: (1) personally identifiable information (PII) of customers and protected health information (PHI) of patients that you may have access to, or otherwise become aware of (for example, this includes information relating to prescriptions, diagnoses, therapy, family data, and any other personal information regarding a customer); and (2) all proprietary information relating to the business of CVS Health, including financial data and analyses, trade secrets, intellectual property, technological information and any other information deemed proprietary by CVS Health.

To that end, it is the policy of CVS Health that all members of our team, including you, shall, **at all times**, maintain and protect CVS Health Confidential Information. You shall not use, access, disclose or otherwise discuss CVS Health Confidential Information with other CVS Health team members (including, for example, CVS Pharmacy, Caremark, Coram, Omnicare, or Minute Clinic employees or other participant volunteers), personnel or with any person outside of the CVS Health organization except on a need-to-know basis to perform your externship/clerkship training functions. Any third party requests or inquiries for CVS Health Confidential Information must be directed to your immediate training supervisor. Any questions or concerns regarding this policy should be directed to your immediate training supervisor. You are also required to review, acknowledge, and comply with all CVS Health privacy and security policies and procedures and Code of Conduct, which are described in the employee handbook, a copy of which has been provided to you on or prior to the date thereof, while participating in an externship/clerkship training program at CVS Health.

Adherence to these requirements is a condition of your participation in the Training Program at CVS Health. You should be aware that any unauthorized use, access to or disclosure of customer/patient information may expose you and your agency to legal claims by customers or their family members for improper disclosure of PII and/or PHI. In addition, anyone who releases, uses or discloses such information without proper authorization may be subject to civil and/or criminal penalties under state and federal laws.

Please acknowledge your receipt of this statement by signing below and returning the signed original to your supervisor. If you wish, you may have a copy for your reference.

Reviewed and Acknowledged by:

Signature: _____

Print Name: _____ Date: _____

School Initials: _____

CVS Health Initials: _____

EXHIBIT B

LOSS PREVENTION POLICY/PROCEDURES

The following guidelines are intended to provide all CVS Health store employees and non-employee interns with important information regarding sales transactions, personal purchases, and general security procedures. These highlight some, but not all, of the company's loss prevention procedures.

SALES TRANSACTIONS:

Each transaction with a customer must be completed before the next customer is served. This includes receiving the amount tendered, giving the customer their change and receipt, placing the money in the drawer, and closing the drawer. Separate sales, regardless of size, must not be grouped into a single register recording. Each customer must be waited on, in turn, and be issued a receipt. In the event that a customer refuses a receipt, or leaves the exact amount and hurries on, this sale must be recorded immediately and the receipt in both cases must be torn in half and discarded. As a loss prevention measure, CVS Health utilizes a shopping service which visits your store regularly to observe if sales transactions are being rung up properly, and to observe that all register procedures are being followed correctly. As part of your orientation, your Store Manager will review the Shopper Observation report with you. Your Store Manager, District Manager, Field Auditor, and Loss Prevention Representative regularly perform complete or partial audits. These audits include cashing out registers at random and reviewing all detail tapes and register/cashier verifications since the last audit for compliance with register procedure.

PERSONAL PURCHASES:

At no time may you ring up your own purchases. At no time may you leave the store with merchandise that has not been paid for (including processed employee film). All merchandise to be consumed during your work shift, such as beverages, chips, candy, gum, cigarettes, etc., must be purchased prior to its consumption. You must retain the sales receipt from this purchase until the merchandise has been consumed. Personal purchases must be rung by another employee. The bag of merchandise must be stapled closed with the receipt attached and must be retained in the Manager's office until the end of your work shift. Merchandise purchased with an employee discount is for the personal consumption of the employee or the employee's immediate family. Discount cards are to be used only by the employee or the employee's spouse. The merchandise may not be resold. (Note: interns will not have the employee discount card.)

GENERAL SECURITY PROCEDURES:

Any bags of merchandise from other stores that you bring to work must be stapled closed and retained in the Manager's office until the end of your work shift. All handbags must be secured in your assigned locker. Merchandise for which you have not paid may not be stored in your locker. Pocketbooks, gym bags, etc., which do not fit in your locker, must be retained in the Manager's office until the end of your work shift. All merchandise removed from the store must be in a bag and stapled closed with a receipt attached. CVS Health reserves the right to inspect all packages, pocketbooks, bags, etc., at the time you leave the store. Lockers and locks remain company property, and CVS Health reserves the right to inspect locker contents at any time. Only a company-issued lock should be used on your assigned locker.

Please acknowledge your receipt of the Loss Prevention Policy/Procedure statement by signing below. If you wish, you may have a copy for your reference.

Reviewed and Acknowledged by:

Signature: _____

Print Name: _____ Date: _____

School Initials: _____

CVS Health Initials: _____

EXHIBIT C

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2019)

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 (2019), 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 (2019), 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 (2019).

School Initials: _____
CVS Health Initials: _____

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2020, between the Suwannee County School Board (SCSB) and North Florida Pharmacy of Branford, Inc. (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technology Program Director

1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Pharmacy Technology Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Pharmacy Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Pharmacy Technology.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, break room, conference rooms, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

12.1 For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

Section 13. 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 2020-2021 academic year.

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
Superintendent of Schools

By:_____
Ed daSilva, Chairman
Suwannee County School Board

North Florida Pharmacy of Branford, Inc.
305 SW US Hwy. 27
Branford, FL 32008

By:_____

By:_____

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

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 July 1, 2020, between the Suwannee County School Board (SCSB) and North Florida Pharmacy, Inc. (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technology Program Director

1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Pharmacy Technology Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Pharmacy Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Pharmacy Technology.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, break room, conference rooms, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

12.1 For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

Section 13. 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 2020-2021 academic year.

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
Superintendent of Schools

By:_____
Ed daSilva, Chairman
Suwannee County School Board

North Florida Pharmacy, Inc.
347 SW Main Blvd.
Lake City, FL 32025

By:_____

By:_____

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes

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 July 1, 2020, between the Suwannee County School Board (SCSB) and North Florida Pharmacy #2 (West) (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technology Program Director

1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Pharmacy Technology Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Pharmacy Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Pharmacy Technology.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, break room, conference rooms, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

12.1 For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, Florida 32064

By:_____
Ted L. Roush
Superintendent of Schools

By:_____
Ed daSilva, Chairman
Suwannee County School Board

North Florida Pharmacy #2 (West)
3718 W. US Highway 90
Lake City, FL 32055

By:_____

By:_____

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

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 July 1, 2020, between the Suwannee County School Board (SCSB) and North Florida Pharmacy of Mayo, Inc. (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technology Program Director

1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Pharmacy Technology Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Pharmacy Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Pharmacy Technology.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, break room, conference rooms, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

12.1 For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
1729 Ohio Avenue, South
Live Oak, Florida 32064

By:_____
Ted L. Roush
Superintendent of Schools

By:_____
Ed daSilva, Chairman
Suwannee County School Board

North Florida Pharmacy of Mayo, Inc.
229 W. Main Street
Mayo, FL 32066

By:_____

By:_____

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes

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 July 1, 2020, between the Suwannee County School Board (SCSB) and Walgreen Company, Lake City, Florida (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technology Program Director

1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Pharmacy Technology Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Pharmacy Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Pharmacy Technology.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, break room, conference rooms, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

12.1 For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

Section 13. 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 2020-2021 academic year.

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
Superintendent of Schools

By:_____
Ed daSilva, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Walgreen Company
2094 West US Highway 90
Lake City, FL 32055
Attn: Henry Gonzalez

By:_____

By:_____

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.

AFFILIATION AGREEMENT

This Agreement is entered on July 1, 2020, between the Suwannee County School Board (SCSB) and Walgreen Company (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technology Program Director

1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Pharmacy Technology Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Pharmacy Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Pharmacy Technology.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, break room, conference rooms, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

12.1 For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

Section 13. 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 2020-2021 academic year.

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
Superintendent of Schools

By:_____
Ed daSilva, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency

BY_____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

Walgreen Company
1515 Ohio Avenue S.
Live Oak, FL 32064
Attn: Rebecca Sapp

By:_____

By:_____

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes

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 July 1, 2020, between the Suwannee County School Board (SCSB) and Doctor's Memorial Hospital Inc., Perry, FL (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College, (RTC), operates a Surgical Technology program for qualified students preparing to be Surgical Technologist; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Surgical Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Surgical Technology Program Director

1.1 The Program Director shall design and coordinate a clinical rotation program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less that six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Surgical Technology Program, its curriculum content, and the assignment, teaching, supervision and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 Suwannee Hamilton Technical Center agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Surgical Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Surgical Technology.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, cafeteria, conference rooms, dressing rooms and/or locker or closet spaces, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures established by Association of Surgical Technicians, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Surgical Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Surgical Technology Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patents or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

Section 13. 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 2020-2021 academic year.

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
Superintendent of Schools

By:_____
Ed daSilva, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency

BY_____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

Doctor's Memorial Hospital Inc.
333 N. Byron Butler Pkwy
Perry, Florida 32347

By:_____

By:_____

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes

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 July 1, 2020, between the Suwannee County School Board (SCSB) and Lake City Surgery Center, LLC, Lake City, FL (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Surgical Technology program for qualified students preparing to be Surgical Technologist; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Surgical Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Surgical Technology Program Director

1.1 The Program Director shall design and coordinate a clinical rotation program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less that six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Surgical Technology Program, its curriculum content, and the assignment, teaching, supervision and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Surgical Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Surgical Technology.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, cafeteria, conference rooms, dressing rooms and/or locker or closet spaces, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures established by Association of Surgical Technicians, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Surgical Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Surgical Technology Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patents or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

Section 13. 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 2020-2021 academic year.

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
Superintendent of Schools

By:_____
Ed daSilva, 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"

Lake City Surgery Center, LLC
208 SW Prosperity Place
Lake City, FL 32024

By:_____

By:_____

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.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

Madison County Memorial Hospital

This Agreement begins on July 1, 2020, between the Suwannee County School Board (SCSB) and Madison County Memorial Hospital (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Phlebotomy Program for qualified students preparing to be Licensed Phlebotomist; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Phlebotomy students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 1, 2020 through June 30, 2021; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education program.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Phlebotomy Program through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.

2. Students shall be selected for the programs by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.

6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

6. To be responsible for the educational supervision of students in the program.

7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.

8. Maintain individual records of classes, student activities, and competencies.

9. Maintain strict confidentiality regarding all patient-centered information.

10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

2. Each party agrees to hold each other harmless. Each party agrees, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof.

VII. 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 2020-2021 academic year.

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: _____
Ed daSilva, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Madison County Memorial Hospital
224 NW Crane Avenue
Madison, FL 32340

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

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.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

SOLARIS HEALTHCARE LAKE CITY, LLC
Lake City, Florida

This Agreement commences on July 1, 2020, between the Suwannee County School Board (SCSB) and Solaris HealthCare Lake City, Lake City, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Commercial Foods and Culinary Arts Program and Dietetic Management and Supervision Program for qualified students preparing to be Commercial Food and Culinary Managers and Dietary Managers; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Commercial Food and Culinary Arts students and Dietetic Management and Supervision students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning July 1, 2020 through June 30, 2021; 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 Culinary Arts and Dietetic Management and Supervision programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Culinary Arts and Dietetic Management and Supervision programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.

2. Students shall be selected for the programs by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.

6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

6. To be responsible for the educational supervision of students in the program.

7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be made to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.

8. Maintain individual records of classes, student activities, and competencies.

9. Maintain strict confidentiality regarding all patient-centered information.

10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. 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 2020-2021 academic year.

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: _____
Ed daSilva, 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"

Solaris HealthCare Lake City
560 SW McFarlane Ave
Lake City, FL 32025
386-758-4777

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, 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.

AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF HEALTH SUWANNEE COUNTY HEALTH DEPARTMENT AND SUWANNEE COUNTY SCHOOL BOARD

The purpose of this affiliation agreement is to guide and direct a working relationship between the State of Florida, Department of Health, Suwannee County Health Department, hereinafter referred to as the DEPARTMENT and Suwannee County School Board through RIVEROAK Technical College, an institution providing health care profession education, hereinafter referred to as the SCHOOL, for the provision of learning opportunities for health care profession students.

RECITALS

The SCHOOL agrees:

1. To provide competent faculty for the planning and implementation of instruction, teaching, guidance, supervision, and evaluation of health care profession students, and to be responsible for the education program, academic affairs, and assessment of the students.

2. To work in accordance with all DEPARTMENT procedures, policies, protocols, rules and regulations in carrying out the relationship described herein and in making plans for the observation of and/or practice in health care at DEPARTMENT facilities.

3. To provide or assure that students have the necessary, required, and appropriate books, periodicals and teaching materials for SCHOOL's educational program.

4. To submit to the DEPARTMENT a schedule indicating the number and names of students who will be participating in an internship under this agreement and the names of the faculty members who will be indirectly supervising students during the students' rotation at DEPARTMENT facilities.

5. To plan student assignments in consultation with a representative of the DEPARTMENT.

6. To designate a contact person for evaluation and scheduling of student rotations and facilitation of communication between the parties.

7. To provide direct supervision of students whenever students are at DEPARTMENT facilities or provide indirect supervision of students engaged in a mutually agreeable practicum experience with a preceptor at the DEPARTMENT. Pursuant to this Agreement, students will only be assigned to mutually agreeable practicum experiences.

8. To initiate and/or participate in group conferences, as requested by DEPARTMENT at mutually agreed upon times, with a designee of the DEPARTMENT for the purpose of discussing objectives of the learning experiences and student performance in caring for patients.

9. To ensure that general and professional liability insurance insuring the SCHOOL, its employees, and its students who will be in training under this agreement, with limits of liability coverage in the

amount of not less than Two Hundred Thousand Dollars ($200,000) per claimant and Three Hundred Thousand Dollars ($300,000) per occurrence, is obtained and maintained throughout the term of this agreement and any renewal thereof. It is a material term of this agreement and necessary that the SCHOOL, its employees, and its students who will be participating under this agreement are covered under a general and professional liability policy with the abovementioned limits. However, it is not necessary that the SCHOOL, its employees, and its students who will be participating under this agreement are all covered under the same policy. As evidence of such coverage, the SCHOOL shall furnish to the DEPARTMENT applicable certificates of insurance sufficient to demonstrate full satisfaction of the requirements of this paragraph prior to students beginning their internship under this agreement and annually thereafter. SCHOOL shall immediately inform DEPARTMENT of any lapses or changes to coverages that would bring SCHOOL out of compliance with this paragraph. Failure of the SCHOOL to ensure that such coverage is obtained and maintained shall be grounds for immediate termination of this agreement. If the SCHOOL is a public college or university in Florida, the SCHOOL may be self-insured through the State Risk Management Trust Fund, established pursuant to section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services, or may be otherwise insured pursuant to the provisions of section 1004.24, Florida Statutes.

10. To be fully responsible for its acts of negligence, or its agents'/students' acts of negligence when acting within the scope of their employment, education or agency, and agrees to be liable for any damages resulting from said negligence.

11. Unless SCHOOL is a state agency or subdivision under section 768.28, Florida Statutes, or otherwise protected by sovereign immunity under its respective state law, to be liable for and indemnify, defend, and hold harmless the DEPARTMENT and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the SCHOOL, its agents, students, or employees during the performance or operation of this Agreement or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property. Nothing herein is intended to serve as a waiver of sovereign immunity by any school to whom sovereign immunity may be applicable nor consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

12. To assure that students maintain confidentiality of all data, files, and client records related to the services provided pursuant to this agreement and comply with state and federal laws, including, but not limited to, section 456.057, Florida Statutes, and 45 Code of Federal Regulations Parts 160, 162 and 164. The SCHOOL will take steps to assure students' compliance with any applicable professional standards of practice with respect to patient confidentiality. Procedures will be implemented by the SCHOOL to require students to comply with the protection and confidentiality requirements outlined in the Department of Health Information Security Policies, Protocols, and Procedures, as amended, and Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), which are incorporated herein by reference. The SCHOOL assures that students have been trained in all aspects of ethical standards pertaining to confidentiality issues and privacy rights including federal Privacy Rules and applicable state confidentiality laws. Solely for the purpose of defining students' roles in relation to the use and disclosure of the DEPARTMENT'S protected health information, the students are defined as members of the DEPARTMENT'S workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this agreement. However, students are not and shall not be considered employees of the DEPARTMENT. This paragraph is not applicable to any students who do not access any confidential information.

13. To keep and maintain public records in accordance with the provisions of Chapter 119, Florida Statutes, including all public records required by the DEPARTMENT to perform the services entailed in this agreement, and to provide the public with access to such public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law; to ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the term of the agreement, including all renewals, and following completion of the agreement if SCHOOL does not transfer the records to DEPARTMENT; to meet all requirements for retaining public records as set forth in law and DEPARTMENT's retention schedules; and, upon completion of the contract, to transfer to the DEPARTMENT, at no cost to DEPARTMENT, all public records in possession of the SCHOOL and to destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT.

If the SCHOOL has questions regarding the application of Chapter 119, Florida Statutes, to the SCHOOL's duty to provide public records relating to this contract, contact the custodian of public records at (850)245-4005, PublicRecordsRequest@flhealth.gov or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.

14. To assure that all students are background screened and meet the Level 2 screening requirements of section 435.04, Florida Statutes, prior to students beginning their internship at the DEPARTMENT. The SCHOOL agrees to take steps to assure that students, and any SCHOOL personnel that accompany students or have access to DEPARTMENT's confidential records, inform the DEPARTMENT's designated contact person immediately if an arrest is made or a court disposition is entered for any disqualifying offense while participating in this internship. The DEPARTMENT will immediately remove the student from the internship program, or the personnel from further involvement in the program or access to records, if DEPARTMENT determines, in its sole discretion, that continued involvement of that student or personnel would violate the requirements of section 435.04, Florida Statutes, or would otherwise pose a risk to health or safety of any individual(s) or the public. The DEPARTMENT shall not be responsible for any costs associated with this paragraph.

The DEPARTMENT agrees:

1. To provide health care profession students accepted into this internship program access to a planned supervised program of internship experience for the area(s) of practice/study mutually agreed upon by the parties.

2. To provide designated staff members as internship supervisors for students, but such supervisors will not substitute for or diminish the requirement that SCHOOL provide faculty supervision as set forth above.

3. To designate a contact person for evaluation and scheduling of student rotations and facilitation of communication between the parties.

4. To make available to the faculty and students of the SCHOOL the DEPARTMENT facilities as agreed upon by both designated contact persons.

5. To retain overall responsibility for the quantity and quality of patient care in DEPARTMENT facilities.

6. To give SCHOOL five days' notice prior to removing from the internship program any students not comporting themselves in accordance with the procedures, protocols, regulations, rules, or statutes governing the DEPARTMENT unless DEPARTMENT deems immediate removal necessary, which such removal and determination of immediate necessity shall be at the sole discretion of the DEPARTMENT.

7. To provide as available the physical facilities, equipment, supplies, and patients to supplement an educational program in accordance with the objective of providing an internship experience to health care profession students. Notwithstanding the foregoing, the DEPARTMENT may, at its discretion, temporarily remove access to facilities, equipment, supplies, and patients in the interest of the health or safety of patients, employees, students, or other interns.

8. The DEPARTMENT, a state agency or subdivision, is self-insured through the State Risk Management Trust Fund, established pursuant to section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services. The DEPARTMENT certifies that it maintains, and agrees to continue to maintain during the term this agreement, general and professional liability protection coverage through the State Risk Management Trust Fund, and that this protection extends to the Department of Health, its officers, employees, and agents, and covers statutory liability exposure to the limitations described in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties. The DEPARTMENT cannot insure or indemnify the SCHOOL, its officers, employees, students, and agents, or any third parties.

General Terms.

1. Independent Contractor. No relationship of employer/employee, principal/agent, or other association shall be created by this agreement between the parties or their directors, officers, agents, students or employees. Students shall, at all times, be considered "independent" and shall, under no circumstances, be considered employees of the DEPARTMENT. The parties agree that they will never act or represent that they are acting as an agent of the other or incur any obligations on the part of the other party.

2. Remedies; Limitations of Liability. Except for willful misconduct or gross negligence, neither party shall be liable to the other for punitive, exemplary, special, indirect, or consequential damages, including without limitation, lost profits, each party's aggregate liability being limited to the other party's direct damages, and other costs set forth herein. This paragraph may only be interpreted as further limitation of the DEPARTMENT'S exposure; it shall not be interpreted as a waiver of sovereign immunity beyond that stated in section 768.28, Florida Statutes. In addition to the foregoing, the DEPARTMENT shall not be liable to students, faculty, or SCHOOL in the event of exposure to an infectious, environmental, occupational, or other hazard not caused by the willful or negligent conduct of the DEPARTMENT.

3. Notice. When either party to this Agreement desires to give notice to the other, such notice must be in writing, and delivered by (i) United States certified or registered mail, postage prepaid and return receipt requested, (ii) a nationally recognized overnight delivery service, (iii) personal delivery with a written receipt obtained, or (iv) email transmission with confirmation of receipt provided by the recipient via returned email, at the addresses set forth below. Notices shall be effective upon receipt. Presently, the parties designate the following as the respective places for giving notice:

For DEPARTMENT

Name: Kerry S. Waldron
Title: Administrator
Address: 915 Nobles Ferry Road, Live Oak, FL 32060
Telephone: 386-362-2708, ext. 222
(Fax): 386-362-6301
E-mail: kerry.waldron@flhealth.gov

For SCHOOL

Name: Ted L. Roush
Title: Superintendent of Schools
School Name: Suwannee County School Board
Address: 1740 Ohio Avenue, South, Live Oak, FL 32064
Telephone: 386-647-4600
(Fax): 386-364-2635
E-mail: ted.roush@suwannee.k12.fl.us

4. Term and Renewal. Unless terminated earlier as provided herein, the term of this agreement shall be from the latest date of execution by the parties, whichever is later, through July 31, 2021. This agreement may be renewed on a yearly basis for no more than three years or the term of the original contract, whichever period is longer. Any renewal shall be in writing upon mutual agreement and subject to the same terms and conditions as set forth in this initial agreement.

5. Termination. This agreement may be terminated by either party upon no less than 30 calendar days' notice in writing to the other party, with or without cause, unless a lesser time is mutually agreed upon in writing by both parties. Such notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The parties will thereafter work cooperatively to coordinate the termination of the services provided under this agreement.

6 Entire Agreement and Modification. This agreement represents the entire understanding of the parties with respect to the matters covered herein and supersedes all prior and contemporaneous agreements, representations, and discussion, whether oral or written. This agreement may only be altered, amended, or modified in a writing signed by both parties.

7. Jurisdiction and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to its conflict of laws principles. With respect to any

action arising out of this agreement, the parties accept the exclusive jurisdiction of the state courts in Florida and agree that venue shall lie exclusively in Suwannee County, Florida.

8. Capacity: Each individual signing this agreement on behalf of either party individually warrants that he or she has the full legal power to execute this agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this agreement.

9. Counterparts: This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

10. Cooperation with the Inspector General: SCHOOL acknowledges and understands that it has a duty to and will cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, pursuant to section 20.055(5), Florida Statutes.

11. 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 2020-2021 academic year.

IN WITNESS WHEREOF, the parties approve this agreement and have caused it to be executed by their undersigned officials who are duly authorized.

SUWANNEE COUTNY SCHOOL BOARD

Signature

Name: Ed daSilva

Title: Board Chairman

Date: _____

Signature

Name: Ted L. Roush

Title: Superintendent of Schools

Date: _____

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

STATE OF FLORIDA
DEPARTMENT OF HEALTH
SUWANNEE COUNTY HEALTH DEPARTMENT

Signature

Name: _____

Title: _____

Date: _____

SCHOOL AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement") is made as of this July 1, 2020 by and between Suwannee County School Board (SCSB) hereinafter referred to as "School" and Notami Hospitals of Florida, Inc. Inc. d/b/a/ Lake City Medical Center, hereinafter referred to as "Hospital".

WITNESSETH:

WHEREAS, School offers to enrolled students in a Pharmacy Technology program in the field of Pharmacy Technicians , a Patient Care Technician program in the field of Patient Care Technicians , a Practical Nurse Education program in the field of Practical Nursing, a Surgical Technology program in the field of Surgical Technicians and a Medical Administrative Specialist program in the field of Medical Administrative Specialist and

WHEREAS, Hospital operates a comprehensive acute-care medical-surgical Hospital; and

WHEREAS, School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in a health care Hospital; and

WHEREAS, Hospital has agreed to make its Hospital available to School for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **RESPONSIBILITIES OF SCHOOL.**

(a) **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

(i) Orientation of students to the clinical experience at Hospital;

(ii) Provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;

(iii) Preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;

(iv) Continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;

(v) Supervision of students and their performance at Hospital;

(vi) Participation, with the students, in Hospital's Quality Assurance and related programs;

(vii) Performance of such other duties as may from time to time be agreed to between School and Hospital;

(viii) Provide adequate documentation attesting to competency of each instructor.

All students, faculty, employees, agents and representatives of School participating in the Program at Hospital (the "Program Participants") shall be accountable to the Hospital's Administrator.

(b) **Student Statements.** School shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B.

(c) **Insurance.** School shall obtain and maintain, or shall require each individual Program Participant to obtain and maintain, occurrence-type general and professional liability insurance coverage in amounts not less than one million dollars ($1,000,000.00) per occurrence and three million dollars ($3,000,000.00) annual aggregate per Program Participant, with insurance carriers or self insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term of this Agreement and upon the termination of this Agreement, or the expiration or cancellation of the insurance, School shall purchase, or shall require each individual Program Participant to purchase, tail coverage for a period of three years after the termination of this Agreement or the expiration or cancellation of the claim-made coverage (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain workers' compensation insurance and unemployment insurance for School employees assigned to Hospital. For all insurance required by this Paragraph 1(c), School shall require the insurance carrier notify Hospital at least thirty (30) days in advance of any cancellation or modification of such insurance policy and shall provide to Hospital, upon request, certificates of insurance evidencing the above coverage and renewals thereof.

(d) **Health of Program Participants.** All Program Participants shall pass a medical examination acceptable to Hospital prior to their participation in the Program at Hospital at least once a year or as otherwise required by the laws of the State where the Hospital is located. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

Program Participants will present the following health records on the first day of their educational experience at Hospital (Program Participants will not be allowed to commence experiences until all records are provided):

(i) Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and

(ii) Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and

(iii) Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and

(iv) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.

(v) Proof of Influenza vaccination during the Flu season, October 1 to March 31, (or dates defined by CDC), or a signed Declination Form.

(vi) Evidence of a Negative drug and alcohol screen, as required by Section 1(h).

(e) **Dress Code; Breaks.** School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. All Program Participants shall remain on the Hospital premises for breaks, including meals. Program Participants shall pay for their own meals at Hospital.

(f) **Performance.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

(g) **Background Checks.** School represents that it will timely conduct (or will timely have conducted) a background check on each and every Program Participant at the Hospital. Said background check shall include, at a minimum, the following:

(i) Social Security Number Verification;

(ii) Criminal Search (7 years or up to 5 criminal searches);

(iii) Employment Verification to include reason for separation and eligibility for re-employment for each employer for 7 years *(not required for students younger than 21 years of age);*

(iv) Violent Sexual Offender and Predator Registry Search;

(v) HHS/OIG List of Excluded Individuals/Entities;

(vi) GSA List of Parties Excluded from Federal Programs;

(vii) Education verification (Highest Degree Received)

(viii) U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN);

(ix) Applicable State Exclusion List, if one.

The background check for Program Participants who are licensed or certified caregivers shall include the above, and in addition, shall include the following:

(i) Education verification (highest level);

(ii) Professional License Verification;

(iii) Certification & Designations Check;

(iv) Professional Disciplinary Action Search;

(v) Department of Motor Vehicle Driving History, based on responsibilities;

(vi) Consumer Credit Report, based on responsibilities.

School shall provide an *Attestation of Satisfactory Background Investigation* in the form attached hereto as the Exhibit C prior to each student and staff/faculty member's participation in the Program at the Hospital. Should the background check disclose adverse information as to any Program Participant, School shall immediately remove said Program Participant from the Program.

(h) **Drug and Alcohol Testing.** School represents that it will timely conduct (or require timely conduction of) a drug and alcohol test on each and every Program Participant.

(i) To ensure the accuracy and fairness of the testing program, all collection and testing will be conducted pursuant to guidelines established by the Medical Review Officers of the testing Hospital and, if applicable, in accordance with Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines; a confirmatory test; the opportunity for a split sample; review by an MRO, including the opportunity for employees or students who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.

(ii) Substances tested prior to placement at Hospital must at a minimum include amphetamines, barbiturates, benzodiazepines, opiates, marijuana, methadone, and cocaine.

(iii) Program Participant will be required to undergo drug and alcohol testing upon reasonable suspicion that the Program Participant has violated the policy, or after any "on-the-job" accident, which involves injury requiring medical treatment or evaluation of the Program Participant or another person, or property damage. Reasonable suspicion and reportable accident testing will include amphetamines, barbiturates, benzodiazepines, carisoprodol, opiates, fentanyl analogues, methadone, meperidine, marijuana, and cocaine.

(i) **School Status.** School represents and warrants to Hospital that the School and its Program Participants participating hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School or a Program Participant being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term

of this Agreement and the School shall immediately notify Hospital of any change in status of the representation and warranty set forth in this section. Any breach of this Paragraph 1(h) shall give Hospital the right to immediately terminate this Agreement for cause.

2. **RESPONSIBILITIES OF HOSPITAL.**

(a) Hospital shall accept the Program Participants assigned to the Program by School and reasonably cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide reasonable opportunities for such Program Participants, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

(b) Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. **MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:

(a) Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Hospital or the School.

(b) Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. **WITHDRAWAL OF PROGRAM PARTICIPANTS.**

Hospital may request School to withdraw or dismiss a student or other Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program at Hospital shall immediately cease. It is understood that only School can dismiss the Program Participant from the Program.

5. **INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES.**

The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitle to, and shall not, receive any rights under this Agreement.

6. **NON-DISCRIMINATION.**

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of students for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's

effective participation in the Program.

7. **INDEMNIFICATION.**

To the extent permitted by applicable law and without waiving any defenses, School shall indemnify and hold harmless Hospital and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School or any of its faculty, Program Participants, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Hospital shall indemnify School against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by School in defending or compromising actions brought against School arising out of or related to the Hospital's performance of duties hereunder.

8. **CONFIDENTIALITY.**

School and its agents, Program Participants, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

9. **TERM; TERMINATION.**

(a) The initial term of this Agreement shall be __1__year(s), commencing on July 1, 2020 and ending on ____June 30, 2021__.

(b) Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed six (6) months.

10. **ENTIRE AGREEMENT.**

This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

11. **SEVERABILITY.**

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

12. **CAPTIONS.**

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

13. **No Waiver.**

Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

14. **Governing Law.**

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

15. **Assignment; Binding Effect.**

School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

16. **Notices.**

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital:
Notami Hospitals of Florida Inc. d/b/a
Lake City Medical Center
340 NW Commerce Drive
Lake City, FL 32055
Attention: Chief Executive Officer

If to School Board:
Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, FL 32064
Attention: Superintendent of School

Copy to:
HCA
One Park Plaza, Bldg. 1, 2-East
Nashville, TN 37203
Attention: Operations Counsel

With copy to School:
RIVEROAK Technical College
415 SW Pinewood Drive
Live Oak, FL 32064
Attention: Mary Keen, Principal

or to such other persons or places as either party may from time to time designate by written notice to the other.

17. **EXECUTION OF AGREEMENT.**

This Agreement shall not become effective or in force until all of the below named parties have fully executed this Agreement.

18. **HIPAA Requirements.**

To the extent applicable to this Agreement, the School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic Transactions Regulations"), all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements.". The School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. The School agrees to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

The School shall direct its Program Participants to comply with the policies and procedures of Hospital, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the Program Participants' role in relation to the use and disclosure of Hospital's protected health information, the Program Participants are defined as members of the Hospital's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the Program Participants are not and shall not be considered to be employees of Hospital.

19. **COMPLIANCE WITH HOSPITAL POLICIES AND PROCEDURES.**

School and Program Participants shall comply with Hospital Policies and Procedures to the extent such Hospital Policies and Procedures do not conflict with the terms of this Agreement.

20. **NO REQUIREMENT TO REFER.**

Nothing in this Agreement requires or obligates School to admit or cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement is conditioned on any requirement or expectation that the parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. Neither party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

21. **Public Records.**

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT D which is incorporated by reference herein.

22. **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 2020-2021 academic year.

THE PARTIES HERETO have executed this Agreement as of the day and year first above written.

Suwannee County School Board

By: Ed daSilva

Title: 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"

Suwannee County School Board

By: Ted L. Roush

Title: Superintendent of Schools

Lake City Medical Center

By:_____

Title:_____

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at Lake City Medical Center ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by:
RIVEROAK Technical College ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Signature of Program Participant/Print Name	Date
Parent or Legal Guardian If Program Participant is under 18 / Print Name	Date

EXHIBIT B

Confidentiality and Security Agreement

I understand that the Hospital or business entity (the "Hospital") for which I work, volunteer or provide services manages health information as part of its mission to treat patients. Further, I understand that the Hospital has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their patients' health information. Additionally, the Hospital must assure the confidentiality of its human resources, payroll, fiscal, research, internal reporting, strategic planning information, or any information that contains Social Security numbers, health insurance claim numbers, passwords, PINs, encryption keys, credit card or other financial account numbers (collectively, with patient identifiable health information, "Confidential Information").

In the course of my employment/assignment at the Hospital, I understand that I may come into the possession of this type of Confidential Information. I will access and use this information only when it is necessary to perform my job related duties in accordance with the Hospital's Privacy and Security Policies, which are available on the Hospital intranet (on the Security Page) and the Internet (under Ethics & Compliance). I further understand that I must sign and comply with this Agreement in order to obtain authorization for access to Confidential Information or Hospital systems.

General Rules:

1. I will act in the best interest of the Hospital and in accordance with its Code of Conduct at all times during my relationship with the Hospital.
2. I understand that I should have no expectation of privacy when using Hospital information systems. The Hospital may log, access, review, and otherwise utilize information stored on or passing through its systems, including email, in order to manage systems and enforce security.
3. I understand that violation of this Agreement may result in disciplinary action, up to and including termination of employment, suspension, and loss of privileges, and/or termination of authorization to work within the Hospital, in accordance with the Hospital's policies.

Protecting Confidential Information:

1. I understand that any Confidential Information, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
2. I will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know it. I will not take media or documents containing Confidential Information home with me unless specifically authorized to do so as part of my job. Case presentation material will be used in accordance with Hospital policies.
3. I will not publish or disclose any Confidential Information to others using personal email, or to any Internet sites, or through Internet blogs or sites such as Facebook or Twitter. I will only use such communication methods when explicitly authorized to do so in support of Hospital business and within the permitted uses of Confidential Information as governed by regulations such as HIPAA.
4. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized. I will only reuse or destroy media in accordance with Hospital Information Security Standards and Hospital record retention policy.

5. In the course of treating patients, I may need to orally communicate health information to or about patients. While I understand that my first priority is treating patients, I will take reasonable safeguards to protect conversations from unauthorized listeners. Whether at the School or at the Hospital, such safeguards include, but are not limited to: lowering my voice or using private rooms or areas (not hallways, cafeterias or elevators) where available.
6. I will not make any unauthorized transmissions, inquiries, modifications, or purgings of Confidential Information. I will not access data on patients for whom I have no responsibilities or a need-to-know the content of the PHI concerning those patients.
7. I will not transmit Confidential Information outside the Hospital network unless I am specifically authorized to do so as part of my job responsibilities. If I do transmit Confidential Information outside of the Hospital using email or other electronic communication methods, I will ensure that the Information is encrypted according to Hospital Information Security Standards.

Following Appropriate Access:

1. I will only access or use systems or devices I am officially authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
2. I will only access software systems to review patient records or Hospital information when I have a business need to know, as well as any necessary consent. By accessing a patient's record or Hospital information, I am affirmatively representing to the Hospital at the time of each access that I have the requisite business need to know and appropriate consent, and the Hospital may rely on that representation in granting such access to me.

Using Portable Devices and Removable Media:

1. I will not copy or store Confidential Information on removable media or portable devices such as laptops, personal digital assistants (PDAs), cell phones, CDs, thumb drives, external hard drives, etc., unless specifically required to do so by my job. If I do copy or store Confidential Information on removable media, I will encrypt the information while it is on the media according to Hospital Information Security Standards
2. I understand that any mobile device (Smart phone, PDA, etc.) that synchronizes Hospital data (*e.g.*, Hospital email) may contain Confidential Information and as a result, must be protected. Because of this, I understand and agree that the Hospital has the right to:
    a. Require the use of only encryption capable devices.
    b. Prohibit data synchronization to devices that are not encryption capable or do not support the required security controls.
    c. Implement encryption and apply other necessary security controls (such as an access PIN and automatic locking) on any mobile device that synchronizes Hospital data regardless of it being a Hospital or personally owned device.
    d. Remotely "wipe" any synchronized device that: has been lost, stolen or belongs to a terminated employee or affiliated partner.
    e. Restrict access to any mobile application that poses a security risk to the Hospital network.

Doing My Part – Personal Security:

1. I understand that I will be assigned a unique identifier (*e.g.*, 3-4 User ID) to track my access and use of Confidential Information and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification processes.
2. I will:

   a. Use only my officially assigned User-ID and password (and/or token (*e.g.*, SecurID card)).
   b. Use only approved licensed software.
   c. Use a device with virus protection software.
3. I will never:
   a. Disclose passwords, PINs, or access codes.
   b. Use tools or techniques to break/exploit security measures.
   c. Connect unauthorized systems or devices to the Hospital network.
4. I will practice good workstation security measures such as locking up diskettes when not in use, using screen savers with activated passwords, positioning screens away from public view.
5. I will immediately notify my manager, Hospital Information Security Official (FISO), Director of Information Security Operations (DISO), or Hospital or Corporate Client Support Services (CSS) help desk if:
   a. my password has been seen, disclosed, or otherwise compromised;
   b. media with Confidential Information stored on it has been lost or stolen;
   c. I suspect a virus infection on any system;
   d. I am aware of any activity that violates this agreement, privacy and security policies; or
   e. I am aware of any other incident that could possibly have any adverse impact on Confidential Information or Hospital systems.

Upon Termination:

1. I agree that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or my relationship ceases with the Hospital.
2. Upon termination, I will immediately return any documents or media containing Confidential Information to the Hospital.
3. I understand that I have no right to any ownership interest in any Confidential Information accessed or created by me during and in the scope of my relationship with the Hospital.

By signing this document, I acknowledge that I have read this Agreement and I agree to comply with all the terms and conditions stated above.

Signature	Hospital Name and COID	Date
Printed Name	Business Entity Name	

EXHIBIT C

Attestation of Satisfactory Background Investigation

On behalf of RIVEROAK Technical College [Name of Volunteer Organization, School, Contract Services Entity, or Staffing Agency], I acknowledge and attest to Lake City Medical Center [Name of facility] ("Hospital") that we own, and have in our possession, a background investigation report on the individual identified below. Such background investigation is satisfactory in that it:

____ does not reveal any criminal activity;
____ does not reveal ineligibility for rehire with any former employer or otherwise indicate poor performance;
____ confirms the individual is not on either the GSA or OIG exclusion lists;
____ confirms the individual is not listed as a violent sexual offender;
____ confirms this individual is not on the U.S. Treasury Department's Office of Foreign Assets Control list of Specially Designation Nationals;
____ no other aspect of the investigation required by Employer reveals information of concern; and
____ does not reveal inappropriate use of drugs or alcohol;

I attest that this individual has met all of the health requirements, including:
____ TB test within the last 12 months;
____ Proof of Rubella, Rubeola and Varicella immunity;
____ Proof of Hepatitis B and Flu immunization or declination; and
____ Proof of a satisfactory drug screening as set out in the underlying Affiliation Agreement.

I further attest there are no prior or pending investigations, reviews, sanctions or peer review proceedings; or limitations of any licensure, certification or registration.

This attestation is provided in lieu of providing a copy of the background investigation.

Identified Individual Subject to the Background Investigation:

Name:_____

Address:_____

Date of Birth:_____

Social Security Number:_____

I also acknowledge and agree to an annual compliance audit by Hospital of five percent (5%) or a minimum of thirty (30) such background investigation files as authorized by the subjects under the Fair Credit Reporting Act (FCRA).

_____
Signature

_____
Printed Name

_____
[Name of Organization]
Date:_____

EXHIBIT D
Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

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.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

NF Suwannee, LLC d/b/a SUWANNEE HEALTH AND REHABILITATION CENTER
Live Oak, Florida

This Agreement begins on July 1st 2020, between the Suwannee County School Board (SCSB) and NF Suwannee, LLC, d/b/a, Suwannee Health and Rehabilitation Center, Live Oak, Florida (Healthcare Agency).

Whereas, SCSB, through the Suwannee High School (SHS), operates a Nursing Assistant program for qualified students preparing to be Licensed Certified Nursing Assistants,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Nursing Assistant education students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the SHS. The SHS 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 SHS faculty, agents, or students.

2. The Healthcare Agency and SHS 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 SHS concur that this agreement shall continue in effect for the period of one and a half years beginning July 1, 2020 through June 30, 2021; and shall be renewed from year to year thereafter, 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 SHS agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Principal of the SHS.

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 Nursing Assistant Education 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 Practical Nurse Education programs through the cooperation and assistance of its staff and employees along with the faculty and students of the SHS.

2. Students shall be selected for the programs by the SHS.

3. To make available to faculty and students of the SHS the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the SHS 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 SHS 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 SHS 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 SHS and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be made to the appropriate school administrator. The SHS 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.

11. See attached Rider 1 to be incorporated herein.

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 SHS 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 SHS 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. Both parties shall indemnify and hold harmless the other party, its officers, directors, employees, agents and members from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by reason of defending actions brought against it arising out of or related to the acts or omissions of the other party, its agents, officers, or employees in the provision of services or performance of duties by that party 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 2020-2021 academic year.

The Healthcare Agency and the SHS 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: _____
Ed daSilva, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

NF Suwannee, LLC d/b/a, SUWANNEE HEALTH AND REHABILITATION CENTER

Live Oak, Florida

BY: _____ DATE: _____

TITLE: _____

Mail notices to:
President
Gulf Coast Health Care, LLC
2 N. Palafax Street
Pensacola, FL 32502

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.

SCPS Agreement Number: SA-2021-47-MS

Approval Date: April 28, 2020

AGREEMENT BETWEEN
THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, O/B/O
EAST COAST TECHNICAL ASSISTANCE CENTER
AND
THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA

This Agreement ("Agreement") is entered into between The School Board of Seminole County, Florida, located at 400 E. Lake Mary Blvd., Sanford, Florida 32773-7127 and the School Board of Suwannee County, Florida, (hereinafter called Member District), located at 1740 Ohio Avenue S., Live Oak, Florida 32064.

WHEREAS, The School Board of Seminole County on behalf of the East Coast Technical Assistance Center (ECTAC) provides support and technical assistance to Title I and other specified Elementary and Secondary Education Act (ESEA) programs in the State of Florida; and

WHEREAS, the Member District wishes to enter into an agreement with the School Board of Seminole County, Florida, for support and technical assistance regarding its Title I and other ESEA programs.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. Term. This Agreement shall commence on the last date of approval by a party and shall terminate on June 30, 2021. Thereafter, the Agreement may be renewed for additional annual terms upon the mutual written consent of both parties.

2. Payment. The Member District agrees to pay to The School Board of Seminole County, Florida, the amount of $8,000 for services provided under this Agreement. The School Board of Seminole County, Florida, shall submit an invoice no later than July 31, 2020 and the Member District shall remit payment within forty-five (45) days of the invoice date.

3. Scope. In consideration of the payment set forth in paragraph 2 above, ECTAC shall provide support and technical assistance to the Title I and other specified ESEA programs of the Member District. This support and technical assistance shall include specific program activities and deliverables in support of the approved district Title I Project Applications as appropriate, and other services to be provided which are specified and attached hereto as Exhibit "A" and incorporated by reference. See also Exhibit "B", Operational Procedures incorporated herein by reference.

4. Termination. Either party may terminate this Agreement with or without cause upon 30 days' written notice to the other party. In the event of termination, The School Board of Seminole County, Florida, shall immediately cease providing services as described in paragraph 3 above, and the Member District shall be entitled to a pro rata refund of funds paid in advance for the 2020-2021 school year, pursuant to paragraph 2 above.

5. Background Screening. ECTAC acknowledges that all of its staff, employees, and/or agents which are permitted access on school grounds within Member District when students are present, or which have any direct contact with students, shall at all times be within line-of-sight supervision by Member District.

6. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to the laws of Florida. Venue for any action shall be in the Circuit Court, Eighteenth Judicial Circuit, Seminole County, Florida.

7. Mutual Indemnification. Subject to the limitations of §768.28 Florida Statute, each party to this agreement shall defend, indemnify and hold harmless the other party against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts or omissions, or willful misconduct of the indemnifying party's employees, agents, or officers to the extent that such acts are performed within the scope of the indemnifying party's employment or agency. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

8. Notice. All notices required under this Agreement shall be in writing, and shall be sent by certified mail, return receipt requested or hand delivery. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties shall be sent to or delivered at the addresses set forth below:

If to School Board of Seminole County:	Walt Griffin, Ed.D., Superintendent The School Board of Seminole County, Florida 400 E. Lake Mary Blvd Sanford, FL 32773-7127
With a copy to:	Mrs. Marjorie Murray, Director East Coast Technical Assistance Center 400 E. Lake Mary Blvd. Sanford, FL 32773-7127
If to Member District:	Ted L. Roush, Superintendent The School Board of Suwannee County, Florida 1740 Ohio Avenue S. Live Oak, FL 32064
With a copy to:	Kecia Robinson, Director Federal Programs 1740 Ohio Avenue S. Live Oak, FL 32064

By giving the other party at least fifteen (15) days written notice, each party shall have the right to change its address and the name of its representative for notice purposes.

9. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations, and agreements not incorporated in this Agreement are canceled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representatives.

10. Authorization. Each party warrants and represents with respect to itself that neither the execution of this Agreement nor the performance of its obligations under this Agreement shall violate any legal requirement or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Agreement and the performance of its obligations under this Agreement shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its obligations. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.

11. Access and Retention of Documents. Each party will, upon request, provide access to the other party, the Federal Grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, to any books, documents, papers and records which are directly related to this project. Both parties to this Agreement will retain all records related to the services provided pursuant this Agreement, for five (5) years after the Member District has made final payments and all other matters between the parties in connection with this Agreement, are closed. Further, both parties agree to comply with s.119.0701, F.S., as applicable.

12. Copyrights. The parties are hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or agreement under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. Furthermore, the parties agree that The School Board of Seminole County, Florida, has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this Agreement for use within The School District of Seminole County, Florida for purposes related to The School Board of Seminole County, Florida, business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation.

13. Debarment. By signing this Agreement, the parties certify, to the best of their knowledge and belief, that they and their principals:

(a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.

(b) Have not, within the preceding five (5) year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or agreement under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

(d) Have not within the preceding five (5) year period had one (1) or more public transactions (federal, state or local) terminated for cause or default.

(e) Are not presently, nor have been within the last three (3) years, listed on the convicted vendor list.

The parties agree to notify each other within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs (a) – (e) above, with respect to the parties or their principals.

14. Public Records Act/Chapter 119 Requirements. Member District agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

(a) Member District shall keep and maintain public records required by the School Board to perform the service.

(b) Member District shall upon request from the School Board's custodian of public records, provide the School Board 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 that provided in chapter 119, Florida Statutes or as otherwise provided by law;

(c) Member District shall ensure that public records that are exempt or that are confidential and exempt from the 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 Member District does not transfer the records to the School Board; and

(d) Member District upon completion of the contract shall transfer to the School Board, at no cost, all public records in possession of the Member District or keep and maintain the public records required by the School Board to perform the service. If the Member District transfers all public records to the School Board upon completion of the contract, the Member District shall destroy any duplicate public records that are exempt or that are confidential and exempt from the public records disclosure requirements. If the Member District keeps and maintains public records, upon completion of the contract, the Member District shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

The parties agree that if the Member District fails to comply with a public records request, then the School Board must enforce the Agreement provisions in accordance with the Agreement and as required by Section 119.0701, Florida Statutes.

IF THE MEMBER DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MEMBER DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CAROLYN BEDSOLE, MANAGER, IS PROJECT MANAGEMENT AT 407-320-0466, carolyn_bedsole@scps.k12.fl.us, THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, 400 EAST LAKE MARY BLVD., SANFORD, FLORIDA 32773.

15. Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race,

age, religion, color, gender, national origin, marital status, disability, sexual orientation or any other basis prohibited by law.

16. Equal Opportunity and Affirmative Action. The parties affirm that they are each equal opportunity and affirmative action employers and shall each comply with all applicable federal, state, and local laws and regulations pertaining thereto.

17. Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from Member District.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA:

By: _____
Chairman

Date Approved: _____

ATTEST:

By: _____
Superintendent

THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA:

By: _____

Print Name: Ed daSilva

Title: Board Chairman

Date: _____

ATTEST:

By: _____

Print Name: Ted L. Roush

Title: Superintendent of Schools

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A
ECTAC TECHNICAL ASSISTANCE SERVICES

The purpose of the East Coast Technical Assistance Center is to:

- assist in closing the academic achievement gap in Florida by providing technical assistance to member school districts regarding selective programs contained in the Elementary and Secondary Education Act (ESEA) and
- maintain a network of school districts that collaborate on the implementation of selective ESEA programs.

The selective ESEA programs are:

1. Title I, Part A
2. Title I, Part C
3. Title I, Part D
4. Other grant funded programs as they interact with Title I.

The services include:

1. assisting member school districts in:
    a. the development and implementation of Title I programs consistent with the requirements of The Elementary and Secondary Education Act (ESEA) and the related Florida State Statue.
    b. the administration of Title I, and building the capacity of Title I district administrators and key staff in the understanding of appropriate laws, rules, regulations, guidance, policies, and best practices through periodic professional development meetings and activities.
    c. the development and implementation of Title I plans, project applications, and amendments to include schoolwide, targeted assistance, nonpublic, migrant, neglected and delinquent, school improvement, and others as requested.
    d. effectively utilizing Title I resources, and other resources in the school improvement/school reform process.
    e. the implementation of effective instructional strategies and evidence-based best practices.
    f. building capacity for the effective engagement of families in the education of their children.
    g. networking with high performing/high poverty schools across the state for the purpose of sharing effective practices.
    h. accessing other collaborative service providers, such as ESCORT, the Bureau of Federal Educational Programs, the Grants Management Office, other Bureaus and Offices at the Florida Department of Education (FLDOE), Florida Association of State and Federal Education Program Administrators (FASFEPA), National Association of Federal Education Program Administrators (NAFEPA), as well as other offices and organizations.
    i. advocating for the needs of the Local Educational Agencies (LEAs).
    j. other areas as necessary.
2. providing member meetings including professional development at least three (3) times per year.
3. co-sponsoring two (2) forums per year with FASFEPA.

EXHIBIT B
OPERATING PROCEDURES

The name of the Center will be the East Coast Technical Assistance Center (ECTAC). The Center may change its name by a simple majority vote of the membership.

Purpose:

The purpose of ECTAC is to:

- assist in closing the academic achievement gap in Florida by providing technical assistance to member school districts regarding selective programs contained in the Elementary and Secondary Education Act (ESEA) and
- maintain a network of school districts that collaborate on the implementation of selective ESEA programs.

Members:

Membership in ECTAC will be open to all school districts in Florida.

Advisory Board:

An Advisory Board will guide the proper development, approval, and execution of the operation of ECTAC.

Advisory Board Members:

The Advisory Board will be composed of five (5) administrators that are representative of small, medium, and large school districts comprising the organization. Board members receive no compensation for their services. The number of Board members may be increased by vote of the general membership but will never be less than five (5).

Election and Term of Advisory Board Members:

Election of Advisory Board members will occur prior to the first meeting of the fiscal year. Board members will be elected by a simple majority vote of the membership. The terms are for two (2) years.

Vacancies will be filled by simple majority vote of the membership for the unexpired term. A Board member elected to fill a vacancy will be elected for the unexpired term of his/her predecessor in office and will serve until his/her successor is elected.

A Board member may be removed by a simple majority vote of the membership, at any regularly scheduled or special meeting of the membership, whenever in its judgment the best interests of the organization would be served thereby.

A Board member may resign from the Board at any time by giving notice in writing to the Board at least thirty (30) days before such resignation. No acceptance of such resignation will be necessary to make it effective.

Quorum of the Advisory Board:

A simple majority of the Advisory Board members will constitute a quorum for the transaction of business. The act of a simple majority of Advisory Board members present at a meeting at which a quorum is present will be the act of the Board. Each Advisory Board member will have one vote and no proxy will be allowed.

Meetings of the Board:

An annual meeting will be held once a year at a time and location set by the Advisory Board, with additional meetings scheduled as needed. Minutes of the meetings will be shared with general membership.

Action may be taken by the Advisory Board without a meeting if a simple majority of the Board members consent in writing through fax, mail, or by electronic mail to the action. Such actions will be filed with the Board minutes.

Absence of Board Members:

Each Board member is expected to communicate in advance of all Board meetings stating whether or not he/she is able to attend or participate by conference telephone or other agreed-upon means of communication. Any Board member who is absent from three (3) successive Board meetings will be deemed to have resigned due to non-participation, and his/her position will be declared vacant, unless the Board affirmatively votes to retain that member.

Fiscal Year:

The fiscal year of the organization will be aligned July 1 to June 30.

Fiscal Agent:

The School Board of Seminole County, Florida, (SBSC) is the fiscal agent for ECTAC. All employees of ECTAC are employees of SBSC. The interview committees for vacant ECTAC positions will have representation from an ECTAC Member District.

Travel will be approved by the fiscal agent to ensure ECTAC staff travel to Member Districts as well as attend events, meetings, and/or conferences that will benefit the purpose of ECTAC.

SBSC assures that the operation of ECTAC will be excluded from any freeze on vacant positions or travel restrictions that might be imposed by SBSC due to budget shortfalls.

SBSC will charge the ECTAC budget an administrative fee equal to the SBSC approved indirect cost rate. Any additional administrative charges must be requested through and approved by the ECTAC Advisory Board. Other than the administrative fee described above, the ECTAC budget will be used solely for ECTAC purposes. ECTAC will provide an annual budget report to ECTAC Member Districts.

Agreement:

An agreement for ECTAC services will be executed annually with ECTAC Member Districts. The agreement will include attachments of the description of services and operating procedures.

Website:

An ECTAC website will be established and maintained to provide school districts with information that will facilitate the implementation of Title I program services.

Representation in State and National Organizations, Committees, and Meetings:

The ECTAC staff will represent ECTAC Member Districts in state and national organizations, committees, and meetings as appropriate.

INVOICE

MARJORIE MURRAY
DIRECTOR

Seminole County Public Schools
400 East Lake Mary Blvd
Sanford, Florida 32773

Phone
407-320-0244
407-320-0302

Fax
407-320-0293

Website
www.ectacfl.net

Invoice Number: 2021-049-ECT
Invoice Date: 7/1/2020

Purchase Order #

Bill To:
Suwannee County School District
Kecia Robinson, Director
Federal Programs
1740 Ohio Avenue S.
Live Oak, Florida 32064

Remit To:
Marjorie Murray
East Coast Technical Assistance Center
Seminole County Public Schools
400 East Lake Mary Boulevard
Sanford, Florida 32773

Item	Quantity	Unit		Unit Price	Total
1	1	ea	The East Coast Technical Assistance Center (ECTAC) agrees to provide The Suwannee County School District with specific program activities and deliverables for the 2020-2021 school year as specified by the approved contract, the TITLE I Project applications, and other services as agreed upon by both parties. For these services and deliverables, The Suwannee County School District agrees to pay the East Coast Technical Assistance Center an amount of $8,000.00. This payment portion will encompass the project period thru June 30, 2021.	$8,000.00	$8,000.00

Subtotal	$8,000.00
Tax	
Shipping	
Misc	
Balance Due	$8,000.00

Notice to Remitter: Return a copy of this invoice with remittance to ensure proper credit to your account. Include invoice number on your check.

Walt Griffin, Ed.D.
Superintendent

REMITTANCE

Date:
Amount Enclosed:

ECTAC Funding Structure - School Year 2020 - 2021

	District	18-19 Survey 3	Annual Fee
1	GLADES	1184	1000
2	HAMILTON	1605	2000
3	UNION	1728	2000
4	FLORIDA VIRTUAL	1853	2000
5	MADISON	2065	2000
6	BRADFORD	2940	2000
7	WAKULLA	3557	4000
8	BAKER	4120	4000
9	MONROE	4374	4000
10	DESOTO	4865	4000
11	HARDEE	4949	4000
12	LEVY	5012	8000
13	SUWANNEE	5392	8000
14	OKEECHOBEE	5765	8000
15	SUMTER	6376	8000
16	HENDRY	7173	8000
17	FLAGLER	7705	8000
18	COLUMBIA	8752	8000
19	HIGHLANDS	9513	8000
20	MARTIN	9803	8000
21	ST. JOHNS	9807	8000
22	INDIAN RIVER	10352	12000
23	CITRUS	10496	12000
24	PUTNAM	10552	12000
25	CHARLOTTE	12135	12000
26	HERNANDO	19335	12000
27	SARASOTA	20593	12000
28	ALACHUA	20601	12000
29	ST. LUCIE	29474	12000
30	ESCAMBIA	29905	12000
31	MANATEE	31056	16000
32	LAKE	32387	16000
33	SEMINOLE	33944	16000
34	BREVARD	38657	16000
35	VOLUSIA	41405	16000
36	PASCO	41865	16000
37	OSCEOLA	52938	16000
38	PINELLAS	63968	18000
39	LEE	73091	18000
40	POLK	81527	18000
41	DUVAL	92823	18000
42	PALM BEACH	122761	20000
43	HILLSBOROUGH*	134644	15000
44	ORANGE	136340	20000
45	BROWARD	167877	22000

Eligibility numbers are based on the FDOE 2018-2019 Final Survey 3 Data Report, with CEP multiplier applied by FDOE, if applicable

# Eligible for Free/Reduced Lunch	
up to 1,500	1,000
1,501-3,000	2,000
3,001-5,000	4,000
5,001-10,000	8,000
10,001-30,000	12,000
30,001-60,000	16,000
60001-100,000	18,000
100,001-150,000	20,000
150,001 +	22,000

*Reduced membership rate due to leadership responsibilities in areas of evaluation (approved by ECTAC Advisory Board)

Inter District Private School Services Agreement | 2020-2021

COLUMBIA COUNTY SCHOOL DISTRICT

Agreement for School Year 2020 - 2021 and terminating by mutual agreement

The Federal Elementary and Secondary Education Act (ESEA) as amended by Every Student Succeeds Act (ESSA) in Title I Section 1117, Section 200.62 (b)(1)(i) defines...

Participation of Eligible Children in Private Schools

§200.62 Responsibilities for providing services to private school children.

(a) After timely and meaningful consultation with appropriate officials of private schools, an LEA must—

(1) In accordance with §§200.62 through 200.67 and section 1120 of the ESEA, provide special educational services or other benefits under subpart A of this part, on an equitable basis and in a timely manner, to eligible children who are enrolled in private elementary and secondary schools; and

(2) Ensure that teachers and families of participating private school children participate on a basis equitable to the participation of teachers and families of public school children receiving these services in accordance with §200.65.

(b)(1) Eligible private school children are children who—

(i) Reside in participating public school attendance areas of the LEA, regardless of whether the private school they attend is located in the LEA; and

(ii) Meet the criteria in section 1115(b) of the ESEA.

(2) Among the eligible private school children, the LEA must select children to participate, consistent with §200.64.

(c) The services and other benefits an LEA provides under this section must be secular, neutral and non-ideological.

(82 FR 31709, July 7, 2017)

The school district in which the child resides is responsible for providing services to the child, but it may arrange to have services provided by another school district. For purposes of this agreement, the district in which the student resides will be called the **Resident District.** The district in which the student attends will be called the **Receiving District.**

The purpose of this agreement is to provide for services to private school students who reside in ***Suwannee County School District*** but attend school in ***Columbia County School District.***

Responsibilities of the Receiving District:

1. Conduct all consultation requirements under S.200.63 for all private schools within the boundaries of its district.
2. Upon identifying a student attending an eligible private school in the Receiving District, inform the **Resident District** using Appendix B or another method that provides comparable information.

3. Upon confirmation that the student is address-eligible, provide services to the identified students according to the plan developed in consultation with the private school.
4. Provide equitable services to the parents of identified students.
5. Provide equitable professional development to the regular teachers of identified students.
6. Provide all necessary administrative services to carry out the items above.
7. Invoice the **Resident District** for services provided (exclusive of administrative costs); OR arrange for reciprocal services in an equal monetary amount to private school students for whom the roles of **Receiving and Resident District** are reversed.

Responsibilities of Resident District

1. Upon notification of a student by the **Receiving District**, verify in writing (e-mail is acceptable) whether or not the student is address-eligible for Title I services.
2. Annually reserve equitable funds for any verified eligible private school students identified by a **Receiving District.**
3. Annually reserve equitable funds for the parents of identified private school students.
4. Annually reserve equitable funds for the regular teachers of identified private school students.
5. Notify the **Receiving District** regarding the amount of funds reserved using Appendix A or another method that provides comparable information.
6. Upon invoice from the **Receiving District**, pay the amount due for services rendered to eligible private school students, parents, and teachers; OR
7. Provide reciprocal services in an equal amount to private school students for whom the roles of **Receiving and Resident District** are reserved.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Inter District Private School Services Agreement 2020-2021

By our signatures on this document, the below signed agree that private school students, parents, and teachers will be provided equitable services and that all requirements of ESEA and related regulations and guidance will be met by the Receiving District on behalf of the Resident District, in return for compensation from the Resident District.

Receiving District: ***Columbia County***

Joseph N. Adkins, Director of Federal Projects
Columbia County School District

4/21/2020
Date

Alex L. Carswell, Jr., Superintendent
Columbia County School District

Steve Nelson, Chairman
Columbia County School District

4/21/2020
Date

Resident District: ***Suwannee County***

Kecia Robinson, Coordinator – Title I
Suwannee County School District

Date

Ted L. Roush, Superintendent
Suwannee County School District

Ed daSilva, Chairman
Suwannee County School District

Date

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Inter District Private School Services Agreement | 2020-2021

Appendix A: Suwannee County School District (Resident District)

Title I Allocation Details for School Year 2020 - 2021

The following amounts are located in the NPSES

- PPA
- Number of students from low income families at each private school
- Dollars generated for each private school

The following amounts are located in the Reservations Calculations page

- H-2 Parent and Family Engagement Amount
- H-1 Administrative Costs
- Both amounts should be converted to a PPA and allocated based on the private school CLIF.

Note:

- Title I, Part A Basic Total (Funds Generated - NPSES)
- Minus Parent and Family Engagement Amount
- Minus Professional Development Amount
- Equals Supplemental Instructional Services Amount

Number of Private School Students (CLIF)	
Per Pupil Allocation	
Title I, Part A Basic Total	
Supplemental Instructional Services	
Parent and Family Engagement Total	
Professional Development Total	
Administrative Costs	

Inter District Private School Services Agreement 2020-2021

Appendix B: Columbia County School District (Receiving District)

Participating Private School	Address	City	Grade	Income Eligible	Food Stamp Eligible	Receiving TANF	Eligibility Verified

Y = Yes
N = No

This information also may be provided electronically to facilitate communications.

COLUMBIA COUNTY SCHOOL DISTRICT

Agreement for School Year ~~2019—~~2020 - 2021 and terminating by mutual agreement

The Federal Elementary and Secondary Education Act (ESEA) as amended by Every Student Succeeds Act (ESSA) ~~in~~ In Title I Section 1117, Section 200.62 (b)(I)(i) defines.

Participation of Eligible Children in Private Schools

§200.62 Responsibilities for providing services to private school children.

(a) After timely and meaningful consultation with appropriate officials of private schools, an LEA must—

(1) In accordance with §§200.62 through 200.67 and section 1120 of the ESEA, provide special educational services or other benefits under subpart A of this part, on an equitable basis and in a timely manner, to eligible children who are enrolled in private elementary and secondary schools; and

(2) Ensure that teachers and families of participating private school children participate on a basis equitable to the participation of teachers and families of public school children receiving these services in accordance with §200.65.

(b) (1) Eligible private school children are children who—

(1) Reside in participating public school attendance areas of the LEA, regardless of whether the private school they attend is located in the LEA; and

(ii) Meet the criteria in section 1115(b) of the ESEA.

(2) Among the eligible private school children, the LEA must select children to participate, consistent with §200.64.

(c) The services and other benefits an LEA provides under this section must be secular, neutral and non-ideological.

(82 FR 31709, July 7, 2017)

The school district in which the child resides is responsible for providing services to the child, but it may arrange to have services provided by another school district. For purposes of this agreement, the district in which the student resides will be called the **Resident District.** The district in which the student attends will be called the **Receiving District.**

The purpose of this agreement is to provide for services to private school students who reside in ***Suwannee County School District*** but attend school in ***Columbia County School District.***

Responsibilities of the Receiving District:

1. Conduct all consultation requirements under S.200.63 for all private schools within the boundaries of its district.
2. Upon identifying a student attending an eligible private school in the Receiving District, inform the **Resident District** using Appendix B or another method that provides comparable information.

3. Upon confirmation that the student is address-eligible, provide services to the identified students according to the plan developed ~~in~~ In consultation with the private school.
4. Provide equitable services to the parents of identified students.
5. Provide equitable professional development to the regular teachers of identified students.
6. Provide all necessary administrative services to carry out the items above.
7. Invoice the **Resident District** for services provided (exclusive of administrative costs); OR arrange for reciprocal services in an equal monetary amount to private school students for whom the roles of **Receiving and Resident District** are reversed.

Responsibilities of Resident District

1. Upon notification of a student by the **Receiving District,** verify ~~in~~ In writing (e-mail is acceptable) whether or not the student is address-eligible for Title I services.
2. Annually reserve equitable funds for any verified eligible private school students identified by a **Receiving District.**
3. Annually reserve equitable funds for the parents of identified private school students.
4. Annually reserve equitable funds for the regular teachers of identified private school students. ~~students.~~
5. Notify ~~fhe~~ the **Receiving District** regarding the amount of funds reserved using Appendix A or another method that provides comparable information.
6. Upon invoice from the **Receiving District,** pay the amount due for services rendered to eligible private school students, parents, and teachers: OR
7. Provide reciprocal services in an equal amount to private school students for whom the roles of **Receiving and Resident District** are reserved.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

INFO ONLY

Inter District Private School Services Agreement 2020-2021

By our signatures on this document, the below signed agree that private school students, parents, and teachers will be provided equitable services and that all requirements of ESEA and related regulations and guidance will be met by the Receiving District on behalf of the Resident District, in return for compensation from the Resident District.

~~Date~~

Resident District: ***Suwannee County***

Ted L. Roush, Superintendent
~~Suwannee County School District~~

~~Ed daSilva~~ CTL^.yi,
~~Chairman Suwannee~~ Jqgeph NMdkIns, Director of Federal Projects
Columbia County School District

~~Date~~
Steve Nelson ■, Chairman
Columbia County School District

Alex L. Carswell, Jr., Superintendent
Columbia County School District

~~JUN 2 5 2019~~
~~Date~~

Receiving District: ***Columbia County***

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Kecia Robinson, Coordinator - Title I

INFO ONLY

~~y/zi/m/1~~
~~Date~~
Suwannee County School District

1 ^
"Approved a to yVipmx and Sufficiency
BY
Leonarc J.toietzen, III

~~Caldwell, PA~~
Date

~~Rumberger,~~

Ted L. Roush, Superintendent Suwannee County School District

Ed daSilva, Chairman Suwannee County School District

~~tj/z/jis*?~~
Date

Date

Approved as to Form and Sufficiency

Leonard J. Dietzen, III

Rumberger, *Kirk* & Caldwell P A

~~School Board~~ Suwannee School Board Attorney~~'?~~"

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

INFO ONLY

INFO ONLY

SCSB 2021-46 (REVISED/RENEWAU

Inter District Private School Services Agreement j

Appendix A: Suwannee County School District (Resident District)

~~1. Equitable services allocation for private school students:~~	
~~2. Equitable services allocation for the parents of eligible private school students:~~	
~~3. Equitable services allocation for the teachers of eligible private school students:~~	

Title I Allocation Details for School Year ~~2019~~ 2020 ~~2020~~ 2021

The following amounts are located in the NPSES

- PPA
- Number of students from low income families at each private school
- Dollars generated for each private school

The following amounts are located in the Reservations Calculations page

- H-2 Parent and Family Engagement Amount
- H-I Administrative Costs
- Both amounts should be converted to a PPA and allocated based on the private school CUE.

Note:

- Title I, Part A Basic Total (Funds Generated - NPSES)
- Minus Parent and Family Engagement Amount
- Minus Professional Development Amount
- Equals Supplemental Instructional Services Amount

Number of Private School Students (CLIF)T

Per Pupil Allocation 1

Title I, Part A Basic Total j

Supplemental Instructional Services [

Parent and Family Engagement Total 1

Professional Development Total

Administrative Costs

1

INFO ONLY

Appendix B: Columbia County School District (Receiving District)

~~Participating~~ Participating Private School	Address	~~City~~City	Grade	Income Eligible	Food Stamp Eligible	Receiving TANF	Eligibility Verified

Y = Yes N = No

This information also may be provided electronically to facilitate communications.

INFO ONLY

INFO ONLY

Summary Report	
Title	**compareDocs Comparison Results**
Date & Time	6/9/2020 11:51:13 AM
Comparison Time	4.17 seconds
compareDocs version	v4.3.400.130

Sources	
Original Document	SCSB 2020-44 Columbia Co Inter-District PSSA Fully Executed.pdf
Modified Document	SCSB 2021-46 Columbia Co Inter-Dist PSSA.pdf

Comparison Statistics	
Insertions	30
Deletions	16
Changes	17
Moves	0
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	63

Word Rendering Set Markup Options	
Name	Standard
Insertions	
~~Deletions~~	
Moves / ~~Moves~~	
Font Changes	
Paragraph Style Changes	
Character Style Changes	
Inserted cells	
Deleted cells	
Merged cells	
Changed lines	Mark left border.
Comments color	By Author.
Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after saving	General	Always
Report Type	Word	TrackChanges
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	False
Flatten Field Codes	Word	True
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	[Yes / No]
Summary Report	Word	End
Detail Report	Word	Separate (View Only)
Document View	Word	Print
Remove Personal Information	Word	False

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and **Behavioral Solutions Consulting, Inc.** ("Individual"), (hereinafter "Contractor.").

WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

A. SERVICES: SCSB hereby engages Contractor to provide educational consulting services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

(i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.

(ii) Contractor and staff shall not be required to perform services in any order or sequence specified by SCSB.

(iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.

(iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.

(v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.

(vi) The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.

C. DOCUMENTATION: Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;

B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.

C. Contractor shall perform the services required hereunder in accordance with:
(i) all applicable federal, state, and local laws, rules, and regulations;

(ii) all applicable policies of: SCSB;

(iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;

D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and

E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and

F. All Contractor staff shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

4. TERM

This Agreement shall commence on August 1, 2020, and end on July 15, 2022, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit B attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph 1(C) of this Agreement.

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, requested by SCSB, and SCSB shall pay each invoice within **thirty (30) days** after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice.

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it

nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies.

Level II Background Check – Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the Suwannee County School Board.

9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement.

Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Contractor in order:

A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.

B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

C. That completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.

D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.

E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

Contractor shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of Contractor, its agents, officers, or employees in the provision of services or performance of duties by Contractor pursuant to this Agreement.

11. DEBARMENT & SUSPENSION

Suwannee County School Board certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. TERMINATION

A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.

B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:

(i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or

(ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its students;

(iii)breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof;

D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs 1(B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the SUWANNEE COUNTY SCHOOL BOARD'S attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, the other contracting entity or person shall pay the fees, costs and expenses of the mediator.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida
c/o Ted L. Roush, Superintendent
1740 Ohio Avenue, South
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell
Attorney for Suwannee County School Board
101 North Monroe Street, Suite 120
Tallahassee, FL 32301

Contractor: Behavioral Solutions Consulting, Inc.
Kim Lucker-Greene, Ph.D., BDBA-D
8700 Rolling Brook Lane
Jacksonville, FL 32256

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

20. ASSIGNMENT; BINDING EFFECT.

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of SCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. RELEASE OF STUDENT RECORDS

By signature, Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

22. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT C which is incorporated by reference herein.

23. 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 2020-2021 academic year.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 20__.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Ed daSilva, Chairperson Date

_____ _____
Ted L. Roush, Superintendent of Schools Date

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

CONTRACTOR

_____ _____
Witness Signature Kim Lucker-Greene, PhD., BCBA-D
President

_____ _____
Type or Print Name of Witness Type or Print Name of Contractor

Date _____ Date _____

EXHIBIT A

SERVICES PROVIDED:

Scope of services to include the following:

- Conducting Functional Behavioral Assessments on Identified Students
- Developing and Monitoring Individual Behavior Intervention Plans
- Conducting Classroom Observations for Requested Students
- Attending IEP Meetings, Parent Conferences, and Staff Meetings as Needed
- Provide Training for Teachers and Paraprofessionals
- Collaborating with the School Staff and Administrators

Schedule of Services: 1 day per week on site in Suwannee County
Additional hours as needed based on availability of Board Certified Behavioral Analyst (BCBA)

- Elementary, Middle, and High School ESE Classrooms

Contractor will provide SCSB with appropriate licensure for Consultants and ensure that all Consultants of Behavioral Solutions Consulting, Inc. have a fingerprint clearance.

CONTRACTOR FEDERAL IDENTIFICATION NUMBER:
INDIVIDUAL SOCIAL SECURITY NUMBER: 46-1100094

IRS Form W-9 on file

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

Title IV Funds

EXHIBIT B

FEE SCHEDULE

Daily Rate: $650.00 (6 hr. on site)
Hourly Rate: $110.00 (off-site programming)
Travel Time and Mileage Rate: Included (no additional fees)

Monthly Billing Cycle
Upon receipt of monthly invoices, the SCSB agrees to provide full payment for services rendered

EXHIBIT C

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.

JERRY TAYLOR
DISTRICT 1
CATHERINE CASON
DISTRICT 2
TIM ALCORN
DISTRICT 3



ED DA SILVA
DISTRICT 4
RONALD WHITE
DISTRICT 5
LEONARD DIETZEN, III
BOARD ATTORNEY

1740 Ohio Avenue, South
Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635

TED L. ROUSH
Superintendent of Schools

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools

FROM: Walter Boatright, Director of Human Resources WB

DATE: May 26, 2020

RE: Human Resources Transactions for June 23, 2020

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
June 23, 2020

TO: District School Board of Suwannee County

FROM: Ted Roush /bs
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 2019-2020 SCHOOL YEAR:

RETIREMENT: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford Elementary School:
Sharon Richardson, Registrar, effective July 1, 2020

RESIGNATION: INSTRUCTIONAL:

Branford High School:
Dawn Eakins, Guidance Counselor, effective June 23, 2020

RESIGNATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Suwannee High School:
Kristen Kirby, School Nurse, effective July 1, 2020
Nahjawan Jamal Dukes, Paraprofessional, effective June 2, 2020

Suwannee Primary School:
Sarah McIntosh, Paraprofessional, effective June 2, 2020

RECOMMENDATIONS: INSTRUCTIONAL:

PART-TIME/HOURLY EMPLOYEES:
Approval for the following employees for the second term 2019-2020

RIVEROAK TECHNICAL COLLEGE PART-TIME/HOURLY EMPLOYEES
January 1, 2020-June 30, 2020:

CAREER AND TECHNICAL EDUCATION

Derwin Bass	Masonry
Ashley Cato-Conner	Practical Nursing/Patient Care Technician Clinical Instructor/I.V. Therapy
Ramona Land	Practical Nursing/Patient Care Technician Clinical Instructor/I.V. Therapy
Nancee Murrah	Practical Nursing/Patient Care Technician Clinical Instructor/I.V. Therapy
Patricia Sullivan	Cosmetology
Jeremy Ulmer	Electricity

VOLUNTEER:

Thomas Smith

End of List
2019-2020
School Year

SUMMER TERM 2019-2020:

RECOMMENDATION: INSTRUCTIONAL:

OUT-OF-FIELD:

Approval for the following to teach out-of-field for the 2019-2020 summer school term:

SCHOOL	NAME	OUT OF FIELD SUBJECT
SVS	Jazmin Marrero Guerra	Spanish

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Food Service:
Sharlie Bailey, Food Service Worker, alternate
Teresa Brannan, Food Service Worker
Diane Chavez, Food Service Worker
Daisy Couture, Food Service Worker
Jennifer Hurst, Food Service Worker
Katrina Johnson, Food Service Manager
Janice Lee, Food Service Manager
Gloria Presley, Food Service Manager
Becky Reaves, Food Service Worker, alternate
William Yates, Food Service Worker
Lisa Young, Food Service Worker

End of Summer Term List
2019-2020
School Year

RECOMMENDATIONS FOR THE 2020-2021 SCHOOL YEAR:

RETIREMENTS: ADMINISTRATIVE:

District Office:
William "Bill" Brothers, Assistant Superintendent, effective February 1, 2021
Debra Land, Director of Student Services, effective February 1, 2021

RETIREMENT: INSTRUCTIONAL:

Suwannee Riverside Elementary:
Robbin Chapman, Teacher, effective January 19, 2021

RETIREMENTS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Suwannee High School:
Jimmy Jackson, Security Guard, effective December 1, 2020
Karen Jackson, Attendance Clerk, effective December 1, 2020

RECOMMENDATIONS: INSTRUCTIONAL:

TRANSFERS/REASSIGNMENTS:

NAME	FROM: SITE/POSITION	TO: SITE/POSITION	EFFECTIVE	REPLACES
Patricia Brantley	District/Staffing Specialist	BES/Staffing Specialist	7/1/2020	Elizabeth Johnston
Kimberly Contento	SRE/Teacher	SPE/Teacher	8/3/2020	
Elizabeth Johnston	BES/Staffing Specialist	District/Staffing Specialist	7/1/2020	Patricia Brantley
Holly Marsee	SRE/ESE Support Facilitator	SSE/Pre-K ESE	8/3/2020	
Takesha Patrick	SSE/Teacher	SRE/Teacher	8/3/2020	
Elizabeth Simpson	SRE/MTSS Facilitator	SSE/MTSS Facilitator	7/1/2020	
Jennifer Wooley	SRE/ESE Support Facilitator	SPE/Pre-K ESE	8/3/2020	

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Suwannee Springcrest Elementary:
Lori Alban, Administrative School Secretary, effective July 1, 2020
REPLACES: Erin Vogel

LEAVE OF ABSENCE (MATERNITY LEAVE):

Suwannee Riverside Elementary:
Brittany Lock, Lead CDA Paraprofessional, tentatively August 17, 2020 through September 25, 2020, without pay, with the option of returning sooner if released by the doctor.

TRANSFERS/REASSIGNMENTS:

NAME	FROM: SITE/POSITION	TO: SITE/POSITION	EFFECTIVE
Douglas Aukerman	SHS/NJROTC Teacher	Security Guard	7/1/2020
Austin Richmond	District/Assist. HR Director	Transportation/Assist. Director	7/1/2020
Imelda Saldana	SRE/Pre-K Interpreter	Resource Center/Pre-K Interpreter	7/1/2020

PART-TIME/HOURLY EMPLOYEES:
Approval for the following employees for the first term 2020-2021

RIVEROAK TECHNICAL COLLEGE PART-TIME/HOURLY EMPLOYEES
July 1, 2020-December 31, 2020:

ADULT EDUCATION

Darryl Cannon	Adult Basic Education
Robbin Chapman	ABE/GED Prep
Glenda Cranford	Adult Basic Education
Jennifer Floyd	GED Test Proctor/TABE Test Examiner
Cynthia Frye	ABE/GED Prep
Laura Hernandez	TABE Test Examiner
Angie Hester	ABE/GED Prep
Jeff Lee	Test Administrator/Transition Specialist/Chief GED Test Examiner
Kathy Smith	ABE/GED Prep
Lydia Mendoza	ESOL/ABE/GED Prep

CAREER AND TECHNICAL EDUCATION

Derwin Bass	Masonry
Marivic Blackwell	Phlebotomy
Ashley Cato-Conner	Practical Nursing/Patient Care Technician Clinical Instructor/I.V. Therapy
Tammy Cunningham	Surgical Technology Clinical Instructor
Kelly Grimes	Practical Nursing/Patient Care Technician Clinical Instructor
Ramona Land	Practical Nursing/Patient Care Technician Clinical Instructor/I.V. Therapy
Kevin Mercer	Welding
Susan Morgan	Patient Care Technician/Practical Nursing/I.V. Therapy
Nancee Murrah	Practical Nursing/Patient Care Technician Clinical Instructor/I.V. Therapy
Patricia Sullivan	Cosmetology
Tommy Taylor	Welding
Greta Thornton	Nail Technician
Jeremy Ulmer	Electricity
Hildelita Warren	Practical Nursing/Patient Care Technician Clinical Instructor/I.V. Therapy

COMMUNITY EDUCATION (Pending class enrollment)

Debbie Scott	Cake Decorating
Virginia Crews	CPR
Natasha Pittman	Computer Applications
Margaret Wooley	Wreath making
Vanessa Grantham	Crochet/ Stained Glass
Wayne Musgrove	Gun Safety/Concealed Weapons
Donna Bass	Community Education Coordinator
Belinda Fries	Computer Technology / Computer Safety
Kevin Constanza Renderos	Conversational Spanish
Kevin Mercer	Welding Art
Tommy Taylor	Welding Art
Derwin Bass	Basic car, home and/or shop maintenance
Julie Dees	Culinary, Cake Decorating
Stasia Dupree	Essential Oils
John Sinclair	Culinary
Becky Raymond	Basic Computers
LaDon Terry	Floral
Melinda Polbos	Culinary
Melissa Hottenstein	Sign Language

Logan Hart	Photography
Sherry Laks	Arts, Crafts, and Card Making
William Ragan	Auto Painting
Wendy Perrin	Vinyls/Crafts

SUBSTITUTE:

The following to serve as Substitute School Nurse:

Kristen Kirby

CONTRACT RECOMMENDATIONS:

ANNUAL INSTRUCTIONAL CONTRACTS:

Suwannee High School:	TERM
**Holly Gamble	10
Lillian Henderson	10
**Traci Thompson	10
Suwannee Middle School:	
Allison Brown	10
Suwannee Opportunity School:	
Brandy Allen	10

**Non-certificated

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:
The following contract and term status are granted as indicated below:
Job titles are 2020-2021 appointments and for placement on a salary schedule:

Name	Position	Contract	Term
Food Service:			
David Barnes	Food Service Monitor	PT	
Kelly Bradow	Food Service Monitor	PT	
Michael Dunmore	Food Service Monitor	PT	
Melissa Hygema	Food Service Monitor	PT	
Christina Jones	Food Service Monitor	PT	
Amber Mathis	Food Service Monitor	PT	
Edward McLarity	Food Service Monitor	PT	
Becky Reaves	Food Service Monitor	PT	
Andrea Swanson	Food Service Monitor	PT	
Lucille Turner	Food Service Monitor	PT	

End of List
2020-2021
School Year

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

FAMILY LIFE CARE, INC.

This Agreement is entered into on July 1, 2020, between the Suwannee County School Board (SCSB) and Family Life Care, Inc. Live Oak, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program and Practical Nurse Education program for qualified students preparing to be Patient Care Technicians and/or Practical Nurses; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician and Practical Nurse students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning July 1, 2020 through June 30, 2021; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education and Patient Care Technician programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education and Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC

2. Students shall be selected for the programs by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.

6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

6. To be responsible for the educational supervision of students in the program.

7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.

8. Maintain individual records of classes, student activities, and competencies.

9. Maintain strict confidentiality regarding all patient-centered information.

10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

1. For all contractors as set forth in Section 119.0701, Florida Statutes 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 2020-2021 academic year.

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: _____
Ed daSilva, 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"

FAMILY LIFE CARE, INC.
609 5th Street SW Suite #6
Live Oak, 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, 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.

2020-2021 Career Dual Enrollment Articulation Agreement

Between the Suwannee County School Board and RIVEROAK Technical College

THIS AGREEMENT is entered into by and between the School Board of Suwannee County, Florida, hereafter referred to as the "Board"; and RIVEROAK Technical College; hereafter referred to as the "College"; and

WHEREAS, the Florida Statutes provide that career dual enrollment is a curricular option of elective credits toward earning a high school diploma and completing a career certificate program through a district's technical college, and

WHEREAS, the Board wishes to enhance opportunities for high school graduates to identify and set clear career and postsecondary education goals before high school graduation, and

WHEREAS; the College, a publicly funded postsecondary institution, can provide a variety of high skill, high wage career training program options, and

WHEREAS, the Board and College accept the challenge of ensuring that every Suwannee County High School graduate has a defined pathway to a career and postsecondary education.

NOW, THEREFORE, BE IT RESOLVED that the Board and the College agree to the following:

A. This agreement supersedes all previous career dual enrollment agreements between the District and College. s.1007.271 (21)(a)

B. Career dual enrollment is available to all Suwannee County high school students meeting the following criteria:
   I. Be enrolled as a student in a Florida public secondary school.
   II. Be classified as a high school student in grade 9, 10, 11 or 12.
   III. Possess and maintain a minimum 2.0 unweighted grade point average (GPA).
   IV. Meet the graduation requirements for Florida state-wide assessments.
   V. Have a plan approved by student's high school to complete all requirements to graduate on time.
   VI. Demonstrate readiness for postsecondary work evidenced by grade point average, a good attendance record and a satisfactory disciplinary record.
   VII. Be recommended by student's school counselor. s.1007.271 (21)(e)

C. The College will notify students and parents of the career dual enrollment opportunity through career and postsecondary education awareness activities in District high schools. Interested students will complete a career dual enrollment application. Students must have the approval of their high school guidance counselors. s.1007.271 (21)(b)

D. The College will accept applications for career dual enrollment in Spring and Summer for the beginning of the following school year. Mid-term applications will only be accepted on a space available basis and with mutual agreement of the high school and College. s.1007.271 (21)(d)

E. All students enrolled in career dual enrollment will meet the Basic Skills Requirements as specified in 6A-10.040, F.A.C., and detailed in *Exhibit "A"* by demonstrating proficiency based on the *Tests of Adult Basic Education, ACT or SAT.*

F. All career dual enrolled students will have the opportunity to achieve at least one industry certification as part of the career dual enrollment program.

G. Only career preparatory courses contained within the state course numbering system, and are part of a sequence of courses in a program offered through the College which lead to an industry certification, are part of this agreement. New programs/courses meeting this specification can be added to the agreement at any time by agreement of the chief administrative officers of each party. s.1007.271 (21)(c) [A list of courses and programs available for career dual enrollment is detailed in *Exhibit "B"*. It includes a delineation of approved industry certification, clock hour credit and high school credit to be awarded upon completion of each course and program.]

H. All career dual enrollment courses under this agreement will count toward high school graduation. s.1007.271(21)(f)

I. Students participating in career dual enrollment are exempt from payment of registration, tuition, instructional materials, laboratory fees and other fees associated with the costs of attendance. If the District receives Industry Certification funds for any Secondary Certification earned the District will return the funds to the program in which the certification was earned in accordance with the Florida Career and Professional Education Act s.1003.491

J. Students participating in career dual enrollment will be responsible to meet College rules for registration, attendance, and behavior as specified in the College's student handbook. s.1007.271 (21)(g)(i)

K. Students will lose the opportunity to participate in the career dual enrollment program if they are disruptive to the postsecondary learning process.

L. If the student's cumulative GPA falls below a 2.0 in their high school courses but remains above a 2.0 in their program of study at the College, student will be placed on academic probation for one (1) year and allowed to continue their program of study at the college. If the student's cumulative high school GPA is not above a 2.0 at the end of the probationary period, the student will not be allowed to re-enroll at the College. The student can be immediately withdrawn from the College when the cumulative high school GPA falls below a 2.0, if it is mutually determined by the high school and College to be in the best interest of the student.

M. The College will report student attendance and grades to the home high school in compliance with the established District grade reporting procedures and schedule. s.1007.271(21)(m)

N. The District will ensure all career and dual enrolled students will meet the College's requirements for admission. The District and College will collaborate to monitor and maintain individual student performance in high school and career courses. S.1007.271(21)(l)

O. The College shall be responsive to parent inquiries of student performance and progress in the career dual enrollment program.

P. Withdrawal - Students who are withdrawn due to loss of eligibility to participate in the dual enrollment program; or a student with permission from his/her assigned school who drops out of a dual enrollment course, must return to the assigned high school for class assignment by the Principal or designee. Students are not permitted to drop courses after the tenth day of enrollment. Students with extenuating circumstances wanting to withdraw after the tenth day of enrollment must submit a written request to both the College and high school.

Q. The student's assigned high school will work with appropriate personnel at the College to provide services and resources required by students with disabilities who register for dual enrollment. S.1007.271(25)

R. The College will be responsible for all costs associated with presenting career instruction at the College. The student will be responsible for self-transportation to and from the college.

IN WITNESS WHEREOF, the parties have executed, or had their authorized representatives executed, this agreement on the dates written below.

Ed daSilva, Board Chairman Date

Ted Roush, Superintendent Date

Mary Keen Principal/Director, RIVEROAK Technical College Date

Approval as to Form and Sufficiency:

Leonard J. Dietzen, III, School Board Attorney Date

Exhibit A – Basic Skills Requirements and Exceptions for Career Dual Enrollment

Requirements;

1. All career dual enrollment students will demonstrate preparedness for postsecondary education by completing an entry-level basic skills examination. The acceptable exam for this requirement is the *Tests of Adult Basic Education (TABE))*.

2. Testing Exemptions. A student may be exempt from the testing requirement by documenting any of the following: (a, b, c, OR d)

a. Minimum SAT scores
* Verbal – 440
* Mathematics – 440

b. Minimum ACT scores
* Reading – 19
* English – 17
* Mathematics – 19

c. Possessing a state, national or industry certification or licensure examination that is identified in the list entitled "Basic Skills and Licensure Exemption List".
http://www.fldoe.org/core/fileparse.php/18826/urlt/BasicSkills.PDF

d. Documented learning disability and a current individualized education plan (IEP) that demonstrates preparedness for postsecondary education.

Teacher	Secondary Program/ Number	Course	OCP	Credit	Secondary Industry Cert	Post Secondary Program/Number	Course	OCP	Hours	Post Secondary Industry Cert.
Masonry									1650	
Bass, Derwin	Masonry 8722900	Masonry 1 8722610		1	NCCER025 Masonry - Level 1	Brick and Block Masonry I463112	BCV0330 Masonry Tender	A	450	NCCER235 Masonry - Level 1
Bass, Derwin	Masonry 8722900	Masonry 2 8722620		1	NCCER044 Masonry - Lvel 2	Brick and Block Masonry I463112	BCV0360 Bricklayer Helper	B	300	NCCER236 Masonry - Level 2
Bass, Derwin	Masonry 8722900	Masonry 3 8722630	A	1		Brick and Block Masonry I463112	BCV0362 Brick Mason 1		450	
Bass, Derwin	Masonry 8722900	Masonry 4 8722640		1		Brick and Block Masonry I463112	BCV0363 Brick Mason 2	C	450	NCCER237 Masonry - Level 3
Bass, Derwin	Masonry 8722900	Masonry 5 8722650	B	1	NCCER045 Masonry - Level 3	Brick and Block Masonry I463112				
Electricity									1200	
Ulmer, Jeremy	Electricity 8727200	Electricity 1 8727210		1	NCCER010 Electrical - Level 1	Electricity I460312	BCV0603 Electrician Helper	A	300	NCCER208 Electrical Level 1
Ulmer, Jeremy	Electricity 8727200	Electricity 2 8727220	A	1	NCCER038 Electrical - Level 2	Electricity I460312	BCV0640 Residential Elect.	B	450	NCCER209 Electrical Level 2
Ulmer, Jeremy	Electricity 8727200	Electricity 3 8727230		1	NCCER039 Electrical - Level 3	Electricity I460312	BCV0652 Commercial Elect.	C	450	NCCER210 Electrical Level 3
Ulmer, Jeremy	Electricity 8727200	Electricity 4 8727240		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 5 8727250	B	1						
Ulmer, Jeremy	Electricity 8727200	Electricity 6 8727260		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 7 8727270		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 8 8727280	C	1						
Welding									1050	
Mercer, Kevin	Welding 9204400	Welding TechFundamentals 1		1	NCCER061 Welding - Level 1 AWELD003-FCAW Plate	Welding Technology J400400	PMT0070 Welder Ast. 1		150	NCCER263-Welding Level 1 AWELD003- FCAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 2	A	1	NCCER062 Welding - Level 2 AWELD004- GMAW Plate	Welding Technology J400400	PMT0071 Welder Ast. 2		150	NCCER264-Welding Level 2 AWELD004- GMAW Plate
Mercer, Kevin	Welding 9204400	Fundamentals 3 9204430		1	NCCER063 Welding - Level 3 AWELD011- SMAW Pipe	Welding Technology J400400	PMT0072 Welder, SMAW1		150	AWELD005- GTAW Pipe (Carbon) AWELD006-GTAW Pipe (Stainless to Carbon)
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 4 9204440	B	1	AWELD012- SMAW Plate	Welding Technology J400400	PMT0073 Welder, SMAW2		150	AWELD007- GTAW Stainless AWELD008- GTAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals Capstone 9204450	C	1		Welding Technology J400400	PMT0074 Welder		450	AWELD009- GTAW/SMAW Pipe/Carbon AWELD010- GTAW/SMAW Pipe (Chrome PWHT)
										AWELD011- SMAW Pipe
										AWELD012- SMAW Plate
Building Trades & Construction										
Bresk, Michael	Building Trades & Construction 8722000	Building trades & Const. 1		1						
Bresk, Michael	Building Trades & Construction 8722000	Building trades & Const. 2		1	NCCEER005 Carpenry - Level 1					
Bresk, Michael	Building Trades & Construction 8722000	Building trades & Const. 3		1	NCCER32 Carpentry - Level 2					
Bresk, Michael	Building Trades & Construction 8722000	Building trades & Const. 4		1	NCCER33 Carpentry - Level 3					
Bresk, Michael	Building Trades & Construction 8722000	Building trades & Const. 5		1	NCCER34 Carpentry - Level 4					
Bresk, Michael	Building Trades & Construction 8722000	Building trades & Const. 6		1	NCCER008 Construction Technology					
Applied Engineering Technology										
Bresk, Michael	Applied Engineering Tech 8401100	Applied Engineering Tech 1 8401110		1	SOLID003 -Certifid Solidworks Associate Academic					
Bresk, Michael	Applied Engineering Tech 8401100	Applied Engineering Tech 2 8401120		1	SOLID003 -Certifid Solidworks Associate Academic					
Bresk, Michael	Applied Engineering Tech 8401100	Applied Engineering Tech 3 8401130		1	SOLID003 -Certifid Solidworks Associate Academic					
Medical Administrative Specialist									1050	

Gill, Theresa						Medical Admin. Spec. B070300	OTA0040 Info Tech Assistant	A	150	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)	
Gill, Theresa						Medical Admin. Spec. B070300	OTA0041 Front Desk Spec.	B	300	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)	
Gill, Theresa						Medical Admin. Spec. B070300	OTA0631 Medical Office Tech.	C	300	NATHA003 - Certified Medical Admin. Ast. CMAA	
Gill, Theresa						Medical Admin. Spec. B070300	OTA0651 Medical Admin. Spe.	D	300	NATHA003 - Certified Medical Admin. Ast. CMAA	
Digital Design									600		
Poole, Pam						Digital Design K700100	OTA0040 Info Tech Assistant	A	150	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)	
Poole, Pam						Digital Design K700100	GRA0024 Production Asst.	B	150	ADOBE010 Adobe Certified Associate (ACA) Dreamweaver, ADOBE020ACA Illustrator, ADOBE021ACA-InDesign, ADOBE022 ACA- Photoshop	
Poole, Pam						Digital Design K700100	GRA0025 Digital Asst. Design	C	300	ADOBE010 Adobe Certified Associate (ACA) Dreamweaver, ADOBE020ACA Illustrator, ADOBE021ACA-InDesign, ADOBE022 ACA- Photoshop	
Early Childhood Education									600		
Thomas, Kimber	8405100	Child Development 8500310	Semester 1	0.5		E300100	Child care worker 1 HEV0870	A	150		
Thomas, Kimber	8405100	Ed & Training Directed Study 8500100	Semester 2	0.5		E300100	Child care worker 2 HEV0871	B	150		
Thomas, Kimber	8405100	Early Childhood Education 1 8405110	A	1		E300100	Teacher Aide (Preschool) HEV0872	C	150		
Thomas, Kimber	8405100	Early Childhood Education 2 8405120	B	1		E300100	Preschool Teacher HEV0873	D	150		
Thomas, Kimber	8405100	Early Childhood Education 3 8405130	C	1							
Thomas, Kimber	8405100	Early Childhood Education 4 8405140	D	1							
[redacted]									[redacted]		
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Grooming & Salon Services CSP0009		225		
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 1 COS0002		300		
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 2 COS0003		300		
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 3 COS0009	A	375	FLDOP002 Cosmetologist	
Nails Specialty									225		
Thornton, Greta	8757300	Grooming & Salon Services 1		0.5		D500100	Grooming & Salon Services CSP0009		225	FLDOP008 Nail Specialist	
Thornton, Greta	8757300	8757310 Nails Specialty 2		0.5							
Thornton, Greta	8757300	8757320 Nails Specialty 3	A	1							
Thornton, Greta	8757300	Directed Study 8901000		0.5							
Facials Specialty									260		
Thornton, Greta						Facials/ Skin Care I120424	Facials/Skin Care CSP0265		260	FLDOP009 Facial Specialist	
Commercial Foods & Culinary Arts									1200		
Kelley, Mona	8800500	Culinary Arts 1 8800510	A	1		Commercial Foods & Culinary Arts N100500	HMV0100 Food Preparation	A	300		
Kelley, Mona	8800500	Culinary Arts 2 8800520	B	1		Commercial Foods & Culinary Arts N100500	HM0170 Cook- Restaurant	B	300		
Kelley, Mona	8800500	Culinary Arts 3 8800530	C	1		Commercial Foods & Culinary Arts N100500	HMV0171 Chef- Head Cook	C	300		
Kelley, Mona	8800500	Culinary Arts 4 8800540	D	1	NRAEF002 National Pro Start	Commercial Foods & Culinary Arts N100500	HMV0126 Food Service Management	D	300	NRAEF003 Certified Food Protection Manager	
Automotive Collision Technology									1400		
Ragen, Joe	Automotive Collision Technology 9514000	Auto Collision Paint & Body Asst 9514010	A	1	NIASE088ASE Entry Level: Collision Painting and Refinishing	Automotive Collision Technology Technician T401300	ARR0140 Auto Coll Repair & Refinishing Helper/Asst.	A	150		
Ragen, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 1 9514020		1		Automotive Collision Technology Technician T401300	ARR0141 Auto Coll. Refin. Technician	B	450	NIASE029 ASE Coll. Repair & Refinishing Painting & Refinishing (B2)	

Ragen, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 2 9514030		1		Automotive Collision Technology Technician T401300	ARR0312 Non-Structural Damage Repair Tech.	C	300	NIASE018 ASE Coll. Repair & Refinishing Tech Non-Structrual Analusis (B3)
Ragen, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 3 9514040	B	1		Automotive Collision Technology Technician T401300	ARR0022 Damage Analysis & Estimating	D	75	NIASE019 ASE Damage Analysis & Estimating (B6)
Ragen, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 1 9514050		1	Collision: Non-Structural Analysis and Damage Repair	Automotive Collision Technology Technician T401300	ARR0112 Auto Coll. Welding, Cutting, Joining	E	75	
Ragen, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 2 9514060	C	1			ARR0295 Sturctural Damage Repair Tech.	F	350	
Automotive Service Technology						REACHOUT DO NOT SCHEDULE NEW STUDENTS			1050	
Shea, Thomas	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 1 9504110		1	NIASE076 ASE Auto Maintenance & Light Repair	Automotive Service Technology I470608	AER0014 Auto Service Assistor	A	300	NIASE013 ASE Automobile Service Consultant (C1)
Shea, Thomas	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 2 9504120		1		Automotive Service Technology I470608	AER0110 Engine Repair Technician	B	150	NIASE010 ASE Enging Repair (A1)
Shea, Thomas	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 3 9504130		1		Automotive Service Technology I470608	AER0257 Auto. Transit. Transaxle Tech	G	150	NIASE076 ASE Auto Maintenance & light repair (G1)
Shea, Thomas	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 4 9504140	A	1		Automotive Service Technology I470608	AER0274 Man. Drivetrain & Axle Tech.	D	150	NIASE016 ASE Brakes (T4)
Shea, Thomas	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 5 9504150		1		Automotive Service Technology I470608	AER0453 Auto. Suspen. & Steer. Tec.	E	150	NIASE033 ASE Suspension & Sterring (T5)
Shea, Thomas	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 6 9504160	B	1		Automotive Service Technology I470608	AER0418 Auto Brake System Tech.	F	150	NIASE007 ASE Brakes (A5)
Shea, Thomas						Automotive Service Technology I470608	AER0360 Auto Electrical/ Electronic system Tech	E	300	NIASE008- Electrical/Electronic Systens (T6)
Shea, Thomas							AER0172 Auto Heating & A/C Tech	H	150	NIASE011 ASE Heating & A/C (A7)
Shea, Thomas							AER0503 Auto Engine Performance Tech	I	300	NIASE009 ASE Engine Performance (A8)
Automotive Service Technology 1									1050	
Shea, Thomas						Automotive Service Technology 1 T400700	AER0014 Auto Service Assistor	A	300	NIASE013 ASE Automobile Service Consultant (C1)
Shea, Thomas						Automotive Service Technology 1 T400700	AER0418 Auto Brake System Tech.	B	150	NIASE007 ASE Brakes (A5)
Shea, Thomas						Automotive Service Technology 1 T400700	AER0453 Auto. Suspen. & Steer. Tec.	C	150	NIASE033 ASE Suspension & Sterring (T5)
Shea, Thomas						Automotive Service Technology 1 T400700	AER0360 Auto Electrical/ Electronic system Tech	D	300	NIASE008- Electrical/Electronic Systens (T6)
Shea, Thomas						Automotive Service Technology 1 T400700	AER0110 Engine Repair Technician	E	150	NIASE010 ASE Enging Repair (A1)
Practical Nursing									1200	
Morgan, Susan Julius, M'Alice						Practical Nursing H170607	Practical Nursing Foundations 1 PRN0098	A	300	
Morgan, Susan Julius, M'Alice						Practical Nursing H170607	Practical Nursing Foundations 2 PRN0099		300	
Morgan, Susan Julius, M'Alice						Practical Nursing H170607	Medical Surgical Nursing 1 PRN0290		300	
Morgan, Susan Julius, M'Alice						Practical Nursing H170607	Medical Surgical Nursing 2 PRN0291		300	
Morgan, Susan Julius, M'Alice						Practical Nursing H170607	Comp. Nursing & Transitional Skills PRN0690	B	150	NCSBN002 Natlonal LPN (NCLEX-PN)
Patient Care Technician									600	
Wilson, Suzanne						Patient Care Technician H170694	Basic Healthcare Worker HSC003	A	90	
Wilson, Suzanne						Patient Care Technician H170694	Nurse Aide & Orderly (Articulated) HCP0121	B	75	
Wilson, Suzanne						Patient Care Technician H170694	Advanced Home Health Aide HCP0332	C	50	FDMQA002 Certified Nursing Assistant
Wilson, Suzanne						Patient Care Technician H170694	Patient Care Assistant HCP0020	D	75	NATHA002 Certified EKG Tech
Wilson, Suzanne						Patient Care Technician H170694	Allied Health Assistant HSC0016	E	150	NATHA007 Certified Phlebotomy Technician
Wilson, Suzanne						Patient Care Technician H170694	MEA0580	F	100	
Wilson, Suzanne						Patient Care Technician H170694	Patient Care Tech. PRN0094	G	60	NATHA006 Certified Patient Care Technician

Pharmacy Technician									1050	
Miller, Katie						Pharmacy Technician H170170	Basic Healthcare Worker HSC003	A	90	
Miller, Katie						Pharmacy Technician H170170	Pharmacy Technician 1 PTN0084		360	
Miller, Katie						Pharmacy Technician H170170	Pharmacy Technician 2 PTN0085		300	
Miller, Katie						Pharmacy Technician H170170	Pharmacy Technician 3 PTN0086	B	300	PTCBD001 Pharmacy Technician
Surgical Technology									1330	
West, Traci						Surgical Technology H170211	Basic Healthcare Worker HSC0003	A	90	
West, Traci						Surgical Technology H170211	Central Supply Technician STS0015	B	210	
West, Traci						Surgical Technology H170211	Surgical Technologist 1 STS0010		343	
West, Traci						Surgical Technology H170211	Surgical Technologis 2 STS0011		343	
West, Traci						Surgical Technology H170211	Surgical Technologist 3 STS0012	C	344	NSTSA001 Certified Surgical Technologist (CST)
[redacted]										
Blackwell, Marivic						Basic Healthcare Worker HSC0003		A	90	
Blackwell, Marivic						Phebotomist MEA0520	NATHA007 Certified Phlebotomy Technician	B	75	

RIVEROAK
TECHNICAL COLLEGE

TABE Exemption Form

Section 1004.91, F.S. Requirements for career education program basic skills

Students who enroll in a Career and Technical Education (CTE) program offered for career credit of 450 hours or more must complete an entry-level examination (TABE) within the first 6 weeks after admission into the program.

Each CTE program requires specific TABE scores. These scores must be met in order for the student to receive a certificate of completion. There are exemptions to this requirement (listed below).

If you meet one of the applicable exemptions below, please indicate so in the appropriate section (documentation must be provided).

I meet one (or more) of the exemptions below. I am a student who:

_____ • Possesses a college degree at the associate in applied science level or higher.

_____ • Demonstrates readiness for public postsecondary education pursuant to s. 1008.30 and applicable rules adopted by the State Board of Education. (see below)

- _____ o entered 9th grade in a Florida public school in the 2003-2004 school year, or any year thereafter, and earned a Florida standard high school diploma
- _____ o earned a 150 on Mathematics and 150 on the RLA section of the 2014 GED® version
- _____ o is serving as an active duty member of any branch of the United States Armed Services
- _____ o earned the following scores after March 1, 2016: ACT – Reading 19, English 17, Math 19; **OR** SAT: Verbal 440, Math 440

_____ I do not meet one of the criteria above and must meet the TABE requirements for the CTE program in which I am enrolling. (Please see the Guidance Secretary to register for the next available testing time)

A student with a documented disability may be exempted from a TABE requirement. Exemptions are explained below:

- o Documentation from a qualified health professional or agency that verifies the presence of an impairment that substantially limits a major life activity or function.
- o The document must include the date and signature of the professional responsible for the assessment of functioning.
- o Services and accommodations are determined on a case-by-case basis.
- o Documentation must be current; typically within 3 years

An exemption is not the same as an accommodation. To receive accommodations, a student must complete a SELF IDENTIFICATION AND AUTHORIZATION FORM FOR STUDENTS WITH DISABILITIES.

Please make an appointment with the Guidance Director to discuss a disability and/or exemptions/accommodations.

Date: _____ Print Name: _____

Signature: _____

2020-2021 Career Dual Enrollment Articulation Agreement
Between the Hamilton County School Board and
Suwannee County School Board thru RIVEROAK Technical College

THIS AGREEMENT is entered into by and between the School Board of Hamilton County, Florida, hereafter referred to as the "Board"; and RIVEROAK Technical College; hereafter referred to as the "College"; and

WHEREAS, the Florida Statutes provide that career dual enrollment is a curricular option of elective credits toward earning a high school diploma and completing a career certificate program through a district's technical college, and

WHEREAS, the Board wishes to enhance opportunities for high school graduates to identify and set clear career and postsecondary education goals before high school graduation, and

WHEREAS; the College, a publicly funded postsecondary institution, can provide a variety of high skill, high wage career training program options, and

WHEREAS, the Board and College accept the challenge of ensuring that every Suwannee County High School graduate has a defined pathway to a career and postsecondary education.

NOW, THEREFORE, BE IT RESOLVED that the Board and the College agree to the following:

A. This agreement supersedes all previous career dual enrollment agreements between the District and College. s.1007.271 (21)(a)

B. Career dual enrollment is available to all Suwannee County high school students meeting the following criteria:
   I. Be enrolled as a student in a Florida public secondary school.
   II. Be classified as a high school student in grade 9, 10, 11 or 12.
   III. Possess and maintain a minimum 2.0 unweighted grade point average (GPA).
   IV. Meet the graduation requirements for Florida state-wide assessments.
   V. Have a plan approved by student's high school to complete all requirements to graduate on time.
   VI. Demonstrate readiness for postsecondary work evidenced by grade point average, a good attendance record and a satisfactory disciplinary record.
   VII. Be recommended by student's school counselor. s.1007.271 (21)(e)

C. The College will notify students and parents of the career dual enrollment opportunity through career and postsecondary education awareness activities in District high schools. Interested students will complete a career dual enrollment application. Students must have the approval of their high school guidance counselors. s.1007.271 (21)(b)

D. The College will accept applications for career dual enrollment in Spring and Summer for the beginning of the following school year. Mid-term applications will only be accepted

on a space available basis and with mutual agreement of the high school and College. s.1007.271 (21)(d)

E. All students enrolled in career dual enrollment will meet the Basic Skills Requirements as specified in 6A-10.040, F.A.C., and detailed in *Exhibit "A"* by demonstrating proficiency based on the *Tests of Adult Basic Education, ACT or SAT.*

F. All career dual enrolled students will have the opportunity to achieve at least one industry certification as part of the career dual enrollment program.

G. Only career preparatory courses contained within the state course numbering system, and are part of a sequence of courses in a program offered through the College which lead to an industry certification, are part of this agreement. New programs/courses meeting this specification can be added to the agreement at any time by agreement of the chief administrative officers of each party. s.1007.271 (21)(c) [A list of courses and programs available for career dual enrollment is detailed in *Exhibit "B"*. It includes a delineation of approved industry certification, clock hour credit and high school credit to be awarded upon completion of each course and program.]

H. All career dual enrollment courses under this agreement will count toward high school graduation. s.1007.271(21)(f)

I. Students participating in career dual enrollment are exempt from payment of registration, tuition, instructional materials, laboratory fees and other fees associated with the costs of attendance. If the District receives Industry Certification funds for any Secondary Certification earned the District will return the funds to the program in which the certification was earned in accordance with the Florida Career and Professional Education Act s.1003.491

J. Students participating in career dual enrollment will be responsible to meet College rules for registration, attendance, and behavior as specified in the College's student handbook. s.1007.271 (21)(g)(i)

K. Students will lose the opportunity to participate in the career dual enrollment program if they are disruptive to the postsecondary learning process.

L. If the student's cumulative GPA falls below a 2.0 in their high school courses but remains above a 2.0 in their program of study at the College, student will be placed on academic probation for one (1) year and allowed to continue their program of study at the college. If the student's cumulative high school GPA is not above a 2.0 at the end of the probationary period, the student will not be allowed to re-enroll at the College. The student can be immediately withdrawn from the College when the cumulative high school GPA falls below a 2.0, if it is mutually determined by the high school and College to be in the best interest of the student.

M. The College will report student attendance and grades to the home high school in compliance with the established District grade reporting procedures and schedule. s.1007.271(21)(m)

N. The District will ensure all career and dual enrolled students will meet the College's requirements for admission. The District and College will collaborate to monitor and maintain individual student performance in high school and career courses. S.1007.271(21)(l)

O. The College shall be responsive to parent inquiries of student performance and progress in the career dual enrollment program.

P. Withdrawal - Students who are withdrawn due to loss of eligibility to participate in the dual enrollment program; or a student with permission from his/her assigned school who drops out of a dual enrollment course, must return to the assigned high school for class assignment by the Principal or designee. Students are not permitted to drop courses after the tenth day of enrollment. Students with extenuating circumstances wanting to withdraw after the tenth day of enrollment must submit a written request to both the College and high school.

Q. The student's assigned high school will work with appropriate personnel at the College to provide services and resources required by students with disabilities who register for dual enrollment. S.1007.271(25)

R. The College will be responsible for all costs associated with presenting career instruction at the College. The student will be responsible for self-transportation to and from the college.

IN WITNESS WHEREOF, the parties have executed, or had their authorized representatives executed, this agreement on the dates written below.

Hamilton County School Board:

_____
Board Chairperson

_____
Superintendent

_____
Date

Suwannee County School Board:

_____
Ed daSilva, Board Chairman

_____
Ted L. Roush, Superintendent

_____
Mary Keen Principal/Director,
RIVEROAK Technical College

_____
Date

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Exhibit A – Basic Skills Requirements and Exceptions for Career Dual Enrollment

Requirements;

1. All career dual enrollment students will demonstrate preparedness for postsecondary education by completing an entry-level basic skills examination. The acceptable exam for this requirement is the *Tests of Adult Basic Education (TABE))*.

2. Testing Exemptions. A student may be exempt from the testing requirement by documenting any of the following: (a, b, c, OR d)

a. Minimum SAT scores
* Verbal – 440
* Mathematics – 440

b. Minimum ACT scores
* Reading – 19
* English – 17
* Mathematics – 19

c. Possessing a state, national or industry certification or licensure examination that is identified in the list entitled "Basic Skills and Licensure Exemption List".
http://www.fldoe.org/core/fileparse.php/18826/urlt/BasicSkills.PDF

d. Documented learning disability and a current individualized education plan (IEP) that demonstrates preparedness for postsecondary education.

Teacher	Secondary Program/ Number	Course	OCP	Credit	Secondary Industry Cert	Post Secondary Program/Number	Course	OCP	Hours	Post Secondary Industry Cert.
Masonry									1650	
Bass, Derwin	Masonry 8722900	Masonry 1 8722610		1	NCCER025 Masonry - Level 1	Brick and Block Masonry I463112	BCV0330 Masonry Tender	A	450	NCCER235 Masonry - Level 1
Bass, Derwin	Masonry 8722900	Masonry 2 8722620		1	NCCER044 Masonry - Lvel 2	Brick and Block Masonry I463112	BCV0360 Bricklayer Helper	B	300	NCCER236 Masonry - Level 2
Bass, Derwin	Masonry 8722900	Masonry 3 8722630	A	1		Brick and Block Masonry I463112	BCV0362 Brick Mason 1		450	
Bass, Derwin	Masonry 8722900	Masonry 4 8722640		1		Brick and Block Masonry I463112	BCV0363 Brick Mason 2	C	450	NCCER237 Masonry - Level 3
Bass, Derwin	Masonry 8722900	Masonry 5 8722650	B	1	NCCER045 Masonry - Level 3	Brick and Block Masonry I463112				
Electricity									1200	
Ulmer, Jeremy	Electricity 8727200	Electricity 1 8727210		1	NCCER010 Electrical - Level 1	Electricity I460312	BCV0603 Electrician Helper	A	300	NCCER208 Electrical Level 1
Ulmer, Jeremy	Electricity 8727200	Electricity 2 8727220	A	1	NCCER038 Electrical - Level 2	Electricity I460312	BCV0640 Residential Elect.	B	450	NCCER209 Electrical Level 2
Ulmer, Jeremy	Electricity 8727200	Electricity 3 8727230		1	NCCER039 Electrical - Level 3	Electricity I460312	BCV0652 Commercial Elect.	C	450	NCCER210 Electrical Level 3
Ulmer, Jeremy	Electricity 8727200	Electricity 4 8727240		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 5 8727250	B	1						
Ulmer, Jeremy	Electricity 8727200	Electricity 6 8727260		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 7 8727270		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 8 8727280	C	1						
Welding									1050	
Mercer, Kevin	Welding 9204400	Welding TechFundamentals 1		1	NCCER061 Welding - Level 1 AWELD003-FCAW Plate	Welding Technology J400400	PMT0070 Welder Ast. 1		150	NCCER263-Welding Level 1 AWELD003- FCAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 2	A	1	NCCER062 Welding - Level 2 AWELD004- GMAW Plate	Welding Technology J400400	PMT0071 Welder Ast. 2		150	NCCER264-Welding Level 2 AWELD004- GMAW Plate
Mercer, Kevin	Welding 9204400	Fundamentals 3 9204430		1	NCCER063 Welding - Level 3 AWELD011- SMAW Pipe	Welding Technology J400400	PMT0072 Welder, SMAW1		150	AWELD005- GTAW Pipe (Carbon) AWELD006-GTAW Pipe (Stainless to Carbon)
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 4 9204440	B	1	AWELD012- SMAW Plate	Welding Technology J400400	PMT0073 Welder, SMAW2		150	AWELD007- GTAW Stainless AWELD008- GTAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals Capstone 9204450	C	1		Welding Technology J400400	PMT0074 Welder		450	AWELD009- GTAW/SMAW Pipe/Carbon AWELD010- GTAW/SMAW Pipe (Chrome PWHT)
										AWELD011- SMAW Pipe
										AWELD012- SMAW Plate
Building Trades & Construction										
Bresk, Michael	Building Trades & Construction 8722000	Building trades & Const. 1		1						
Bresk, Michael	Building Trades & Construction 8722000	Building trades & Const. 2		1	NCCEER005 Carpenry - Level 1					
Bresk, Michael	Building Trades & Construction 8722000	Building trades & Const. 3		1	NCCER32 Carpentry - Level 2					
Bresk, Michael	Building Trades & Construction 8722000	Building trades & Const. 4		1	NCCER33 Carpentry - Level 3					
Bresk, Michael	Building Trades & Construction 8722000	Building trades & Const. 5		1	NCCER34 Carpentry - Level 4					
Bresk, Michael	Building Trades & Construction 8722000	Building trades & Const. 6		1	NCCER008 Construction Technology					
Applied Engineering Technology										
Bresk, Michael	Applied Engineering Tech 8401100	Applied Engineering Tech 1 8401110		1	SOLID003 -Certifid Solidworks Associate Academic					
Bresk, Michael	Applied Engineering Tech 8401100	Applied Engineering Tech 2 8401120		1	SOLID003 -Certifid Solidworks Associate Academic					
Bresk, Michael	Applied Engineering Tech 8401100	Applied Engineering Tech 3 8401130		1	SOLID003 -Certifid Solidworks Associate Academic					
Medical Administrative Specialist									1050	

Gill, Theresa						Medical Admin. Spec. B070300	OTA0040 Info Tech Assistant	A	150	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)	
Gill, Theresa						Medical Admin. Spec. B070300	OTA0041 Front Desk Spec.	B	300	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)	
Gill, Theresa						Medical Admin. Spec. B070300	OTA0631 Medical Office Tech.	C	300	NATHA003 - Certified Medical Admin. Ast. CMAA	
Gill, Theresa						Medical Admin. Spec. B070300	OTA0651 Medical Admin. Spe.	D	300	NATHA003 - Certified Medical Admin. Ast. CMAA	
Digital Design									600		
Poole, Pam						Digital Design K700100	OTA0040 Info Tech Assistant	A	150	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)	
Poole, Pam						Digital Design K700100	GRA0024 Production Asst.	B	150	ADOBE010 Adobe Certified Associate (ACA) Dreamweaver, ADOBE020ACA Illustrator, ADOBE021ACA-InDesign, ADOBE022 ACA- Photoshop	
Poole, Pam						Digital Design K700100	GRA0025 Digital Asst. Design	C	300	ADOBE010 Adobe Certified Associate (ACA) Dreamweaver, ADOBE020ACA Illustrator, ADOBE021ACA-InDesign, ADOBE022 ACA- Photoshop	
Early Childhood Education									600		
Thomas, Kimber	8405100	Child Development 8500310	Semester 1	0.5		E300100	Child care worker 1 HEV0870	A	150		
Thomas, Kimber	8405100	Ed & Training Directed Study 8500100	Semester 2	0.5		E300100	Child care worker 2 HEV0871	B	150		
Thomas, Kimber	8405100	Early Childhood Education 1 8405110	A	1		E300100	Teacher Aide (Preschool) HEV0872	C	150		
Thomas, Kimber	8405100	Early Childhood Education 2 8405120	B	1		E300100	Preschool Teacher HEV0873	D	150		
Thomas, Kimber	8405100	Early Childhood Education 3 8405130	C	1							
Thomas, Kimber	8405100	Early Childhood Education 4 8405140	D	1							
Cosmetology											
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Grooming & Salon Services CSP0009		225		
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 1 COS0002		300		
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 2 COS0003		300		
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 3 COS0009	A	375	FLDOP002 Cosmetologist	
Nails Specialty									225		
Thornton, Greta	8757300	Grooming & Salon Services 1		0.5		D500100	Grooming & Salon Services CSP0009		225	FLDOP008 Nail Specialist	
Thornton, Greta	8757300	8757310 Nails Specialty 2		0.5							
Thornton, Greta	8757300	8757320 Nails Specialty 3	A	1							
Thornton, Greta	8757300	Directed Study 8901000		0.5							
Facials Specialty									260		
Thornton, Greta						Facials/ Skin Care I120424	Facials/Skin Care CSP0265		260	FLDOP009 Facial Specialist	
Commercial Foods & Culinary Arts									1200		
Kelley, Mona	8800500	Culinary Arts 1 8800510	A	1		Commercial Foods & Culinary Arts N100500	HMV0100 Food Preparation	A	300		
Kelley, Mona	8800500	Culinary Arts 2 8800520	B	1		Commercial Foods & Culinary Arts N100500	HM0170 Cook- Restaurant	B	300		
Kelley, Mona	8800500	Culinary Arts 3 8800530	C	1		Commercial Foods & Culinary Arts N100500	HMV0171 Chef- Head Cook	C	300		
Kelley, Mona	8800500	Culinary Arts 4 8800540	D	1	NRAEF002 National Pro Start	Commercial Foods & Culinary Arts N100500	HMV0126 Food Service Management	D	300	NRAEF003 Certified Food Protection Manager	
Automotive Collision Technology									1400		
Ragen, Joe	Automotive Collision Technology 9514000	Auto Collision Paint & Body Asst 9514010	A	1	NIASE088ASE Entry Level: Collision Painting and Refinishing	Automotive Collision Technology Technician T401300	ARR0140 Auto Coll Repair & Refinishing Helper/Asst.	A	150		
Ragen, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 1 9514020		1		Automotive Collision Technology Technician T401300	ARR0141 Auto Coll. Refin. Technician	B	450	NIASE029 ASE Coll. Repair & Refinishing Painting & Refinishing (B2)	

Ragen, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 2 9514030		1		Automotive Collision Technology Technician T401300	ARR0312 Non-Structural Damage Repair Tech.	C	300	NIASE018 ASE Coll. Repair & Refinishing Tech Non-Structrual Analusis (B3)
Ragen, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 3 9514040	B	1		Automotive Collision Technology Technician T401300	ARR0022 Damage Analysis & Estimating	D	75	NIASE019 ASE Damage Analysis & Estimating (B6)
Ragen, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 1 9514050		1	Collision: Non-Structural Analysis and Damage Repair	Automotive Collision Technology Technician T401300	ARR0112 Auto Coll. Welding, Cutting, Joining	E	75	
Ragen, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 2 9514060	C	1			ARR0295 Sturctural Damage Repair Tech.	F	350	
Automotive Repair Technology						TEACH OUTLOOK - NOT SCHEDULED W/ STUDENTS			1800	
Shea, Thomas	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 1 9504110		1	NIASE076 ASE Auto Maintenance & Light Repair	Automotive Service Technology I470608	AER0014 Auto Service Assistor	A	300	NIASE013 ASE Automobile Service Consultant (G1)
Shea, Thomas	Maintenance and Light Repair 9504100	Auto Maint/Light Repair 2 9504120		1		Automotive Service Technology I470608	AER0110 Engine Repair Technician	B	150	NIASE010 ASE Enging Repair (A1)
Shea, Thomas	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 3 9504130		1		Automotive Service Technology I470608	AER0257 Auto Trans & Transaxle Tech	C	150	NIASE076 ASE Auto Maintenance & light repair (G1)
Shea, Thomas	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 4 9504140	A	1		Automotive Service Technology I470608	AER0274 Man. Drivetrain & Axle Tech.	D	150	NIASE016 ASE Brakes (T4)
Shea, Thomas	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 5 9504150		1		Automotive Service Technology I470608	AER0453 Auto. Suspen. & Steer. Tec.	E	150	NIASE033 ASE Suspension & Sterring (T5)
Shea, Thomas	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 6 9504160	B	1		Automotive Service Technology I470608	AER0418 Auto Brake System Tech.	F	150	NIASE007 ASE Brakes (A5)
Shea, Thomas						Automotive Service Technology I470608	AER0360 Auto Electrical/ Electronic system Tech	g	300	NIASE008- Electrical/Electronic Systens (T6)
Shea, Thomas							AER0172 Auto Heating & A/C Tech.	H	150	NIASE011 ASE Heating & A/C (A7)
Shea, Thomas							AER0503 Auto Engine Performance Tech.	I	300	NIASE009 ASE Engine Performance (A8)
Automotive Service Technology 1									1050	
Shea, Thomas						Automotive Service Technology 1 T400700	AER0014 Auto Service Assistor	A	300	NIASE013 ASE Automobile Service Consultant (C1)
Shea, Thomas						Automotive Service Technology 1 T400700	AER0418 Auto Brake System Tech.	B	150	NIASE007 ASE Brakes (A5)
Shea, Thomas						Automotive Service Technology 1 T400700	AER0453 Auto. Suspen. & Steer. Tec.	C	150	NIASE033 ASE Suspension & Sterring (T5)
Shea, Thomas						Automotive Service Technology 1 T400700	AER0360 Auto Electrical/ Electronic system Tech	D	300	NIASE008- Electrical/Electronic Systens (T6)
Shea, Thomas						Automotive Service Technology 1 T400700	AER0110 Engine Repair Technician	E	150	NIASE010 ASE Enging Repair (A1)
Practical Nursing									1350	
Morgan, Susan Julius, M'Alice						Practical Nursing H170607	Practical Nursing Foundations 1 PRN0098	A	300	
Morgan, Susan Julius, M'Alice						Practical Nursing H170607	Practical Nursing Foundations 2 PRN0099		300	
Morgan, Susan Julius, M'Alice						Practical Nursing H170607	Medical Surgical Nursing 1 PRN0290		300	
Morgan, Susan Julius, M'Alice						Practical Nursing H170607	Medical Surgical Nursing 2 PRN0291		300	
Morgan, Susan Julius, M'Alice						Practical Nursing H170607	Comp. Nursing & Transitional Skills PRN0690	B	150	NCSBN002 National LPN (NCLEX-PN)
Patient Care Technician									600	
Wilson, Suzanne						Patient Care Technician H170694	Basic Healthcare Worker HSC003	A	90	
Wilson, Suzanne						Patient Care Technician H170694	Nurse Aide & Orderly (Articulated) HCP0121	B	75	
Wilson, Suzanne						Patient Care Technician H170694	Advanced Home Health Aide HCP0332	C	50	FDMQA002 Certified Nursing Assistant
Wilson, Suzanne						Patient Care Technician H170694	Patient Care Assistant HCP0020	D	75	NATHA002 Certified EKG Tech
Wilson, Suzanne						Patient Care Technician H170694	Allied Health Assistant HSC0016	E	150	NATHA007 Certified Phlebotomy Technician
Wilson, Suzanne						Patient Care Technician H170694	MEA0580	F	100	
Wilson, Suzanne						Patient Care Technician H170694	Patient Care Tech. PRN0094	G	60	NATHA006 Certified Patient Care Technician

Pharmacy Technician									1050	
Miller, Katie						Pharmacy Technician H170170	Basic Healthcare Worker HSC003	A	90	
Miller, Katie						Pharmacy Technician H170170	Pharmacy Technician 1 PTN0084		360	
Miller, Katie						Pharmacy Technician H170170	Pharmacy Technician 2 PTN0085		300	
Miller, Katie						Pharmacy Technician H170170	Pharmacy Technician 3 PTN0086	B	300	PTCBD001 Pharmacy Technician
Surgical Technology									1330	
West, Traci						Surgical Technology H170211	Basic Healthcare Worker HSC0003	A	90	
West, Traci						Surgical Technology H170211	Central Supply Technician STS0015	B	210	
West, Traci						Surgical Technology H170211	Surgical Technologist 1 STS0010		343	
West, Traci						Surgical Technology H170211	Surgical Technologis 2 STS0011		343	
West, Traci						Surgical Technology H170211	Surgical Technologist 3 STS0012	C	344	NSTSA001 Certified Surgical Technologist (CST)
Phlebotomy										
Blackwell, Marivic						Basic Healthcare Worker HSC0003		A	90	
Blackwell, Marivic						Phebotomist MEA0520	NATHA007 Certified Phlebotomy Technician	B	75	

RIVEROAK
TECHNICAL COLLEGE

TABE Exemption Form

Section 1004.91, F.S. Requirements for career education program basic skills

Students who enroll in a Career and Technical Education (CTE) program offered for career credit of 450 hours or more must complete an entry-level examination (TABE) within the first 6 weeks after admission into the program.

Each CTE program requires specific TABE scores. These scores must be met in order for the student to receive a certificate of completion. There are exemptions to this requirement (listed below).

If you meet one of the applicable exemptions below, please indicate so in the appropriate section (documentation must be provided).

I meet one (or more) of the exemptions below. I am a student who:

_____ • Possesses a college degree at the associate in applied science level or higher.

_____ • Demonstrates readiness for public postsecondary education pursuant to s. 1008.30 and applicable rules adopted by the State Board of Education. (see below)

- _____ o entered 9th grade in a Florida public school in the 2003-2004 school year, or any year thereafter, and earned a Florida standard high school diploma
- _____ o earned a 150 on Mathematics and 150 on the RLA section of the 2014 GED® version
- _____ o is serving as an active duty member of any branch of the United States Armed Services
- _____ o earned the following scores after March 1, 2016: ACT – Reading 19, English 17, Math 19; **OR** SAT: Verbal 440, Math 440

_____ I do not meet one of the criteria above and must meet the TABE requirements for the CTE program in which I am enrolling. (Please see the Guidance Secretary to register for the next available testing time)

A student with a documented disability may be exempted from a TABE requirement. Exemptions are explained below:

- Documentation from a qualified health professional or agency that verifies the presence of an impairment that substantially limits a major life activity or function.
- The document must include the date and signature of the professional responsible for the assessment of functioning.
- Services and accommodations are determined on a case-by-case basis.
- Documentation must be current; typically within 3 years

An exemption is not the same as an accommodation. To receive accommodations, a student must complete a SELF IDENTIFICATION AND AUTHORIZATION FORM FOR STUDENTS WITH DISABILITIES.

Please make an appointment with the Guidance Director to discuss a disability and/or exemptions/accommodations.

Date: _____ Print Name: _____

Signature: _____

2020-2021 Career Dual Enrollment Articulation Agreement

Between the Lafayette County School Board and
Suwannee County School Board thru RIVEROAK Technical College

THIS AGREEMENT is entered into by and between the School Board of Lafayette County, Florida, hereafter referred to as the "Board"; and RIVEROAK Technical College; hereafter referred to as the "College"; and

WHEREAS, the Florida Statutes provide that career dual enrollment is a curricular option of elective credits toward earning a high school diploma and completing a career certificate program through a district's technical college, and

WHEREAS, the Board wishes to enhance opportunities for high school graduates to identify and set clear career and postsecondary education goals before high school graduation, and

WHEREAS; the College, a publicly funded postsecondary institution, can provide a variety of high skill, high wage career training program options, and

WHEREAS, the Board and College accept the challenge of ensuring that every Suwannee County High School graduate has a defined pathway to a career and postsecondary education.

NOW, THEREFORE, BE IT RESOLVED that the Board and the College agree to the following:

A. This agreement supersedes all previous career dual enrollment agreements between the District and College. s.1007.271 (21)(a)

B. Career dual enrollment is available to all Suwannee County high school students meeting the following criteria:
   I. Be enrolled as a student in a Florida public secondary school.
   II. Be classified as a high school student in grade 9, 10, 11 or 12.
   III. Possess and maintain a minimum 2.0 unweighted grade point average (GPA).
   IV. Meet the graduation requirements for Florida state-wide assessments.
   V. Have a plan approved by student's high school to complete all requirements to graduate on time.
   VI. Demonstrate readiness for postsecondary work evidenced by grade point average, a good attendance record and a satisfactory disciplinary record.
   VII. Be recommended by student's school counselor. s.1007.271 (21)(e)

C. The College will notify students and parents of the career dual enrollment opportunity through career and postsecondary education awareness activities in District high schools. Interested students will complete a career dual enrollment application. Students must have the approval of their high school guidance counselors. s.1007.271 (21)(b)

D. The College will accept applications for career dual enrollment in Spring and Summer for the beginning of the following school year. Mid-term applications will only be accepted

on a space available basis and with mutual agreement of the high school and College. s.1007.271 (21)(d)

E. All students enrolled in career dual enrollment will meet the Basic Skills Requirements as specified in 6A-10.040, F.A.C., and detailed in *Exhibit "A"* by demonstrating proficiency based on the *Tests of Adult Basic Education, ACT or SAT.*

F. All career dual enrolled students will have the opportunity to achieve at least one industry certification as part of the career dual enrollment program.

G. Only career preparatory courses contained within the state course numbering system, and are part of a sequence of courses in a program offered through the College which lead to an industry certification, are part of this agreement. New programs/courses meeting this specification can be added to the agreement at any time by agreement of the chief administrative officers of each party. s.1007.271 (21)(c) [A list of courses and programs available for career dual enrollment is detailed in *Exhibit "B"*. It includes a delineation of approved industry certification, clock hour credit and high school credit to be awarded upon completion of each course and program.]

H. All career dual enrollment courses under this agreement will count toward high school graduation. s.1007.271(21)(f)

I. Students participating in career dual enrollment are exempt from payment of registration, tuition, instructional materials, laboratory fees and other fees associated with the costs of attendance. If the District receives Industry Certification funds for any Secondary Certification earned the District will return the funds to the program in which the certification was earned in accordance with the Florida Career and Professional Education Act s.1003.491

J. Students participating in career dual enrollment will be responsible to meet College rules for registration, attendance, and behavior as specified in the College's student handbook. s.1007.271 (21)(g)(i)

K. Students will lose the opportunity to participate in the career dual enrollment program if they are disruptive to the postsecondary learning process.

L. If the student's cumulative GPA falls below a 2.0 in their high school courses but remains above a 2.0 in their program of study at the College, student will be placed on academic probation for one (1) year and allowed to continue their program of study at the college. If the student's cumulative high school GPA is not above a 2.0 at the end of the probationary period, the student will not be allowed to re-enroll at the College. The student can be immediately withdrawn from the College when the cumulative high school GPA falls below a 2.0, if it is mutually determined by the high school and College to be in the best interest of the student.

M. The College will report student attendance and grades to the home high school in compliance with the established District grade reporting procedures and schedule. s.1007.271(21)(m)

N. The District will ensure all career and dual enrolled students will meet the College's requirements for admission. The District and College will collaborate to monitor and maintain individual student performance in high school and career courses. S.1007.271(21)(l)

O. The College shall be responsive to parent inquiries of student performance and progress in the career dual enrollment program.

P. Withdrawal - Students who are withdrawn due to loss of eligibility to participate in the dual enrollment program; or a student with permission from his/her assigned school who drops out of a dual enrollment course, must return to the assigned high school for class assignment by the Principal or designee. Students are not permitted to drop courses after the tenth day of enrollment. Students with extenuating circumstances wanting to withdraw after the tenth day of enrollment must submit a written request to both the College and high school.

Q. The student's assigned high school will work with appropriate personnel at the College to provide services and resources required by students with disabilities who register for dual enrollment. S.1007.271(25)

R. The College will be responsible for all costs associated with presenting career instruction at the College. The student will be responsible for self-transportation to and from the college.

IN WITNESS WHEREOF, the parties have executed, or had their authorized representatives executed, this agreement on the dates written below.

Lafayette County School Board:

_____
Board Chairperson

_____
Superintendent

_____
Date

Suwannee County School Board:

_____
Ed daSilva, Board Chairman

_____
Ted L. Roush, Superintendent

_____
Mary Keen Principal/Director,
RIVEROAK Technical College

_____
Date

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Exhibit A – Basic Skills Requirements and Exceptions for Career Dual Enrollment

Requirements;

1. All career dual enrollment students will demonstrate preparedness for postsecondary education by completing an entry-level basic skills examination. The acceptable exam for this requirement is the *Tests of Adult Basic Education (TABE))*.

2. Testing Exemptions. A student may be exempt from the testing requirement by documenting any of the following: (a, b, c, OR d)

a. Minimum SAT scores
* Verbal – 440
* Mathematics – 440

b. Minimum ACT scores
* Reading – 19
* English – 17
* Mathematics – 19

c. Possessing a state, national or industry certification or licensure examination that is identified in the list entitled "Basic Skills and Licensure Exemption List".
http://www.fldoe.org/core/fileparse.php/18826/urlt/BasicSkills.PDF

d. Documented learning disability and a current individualized education plan (IEP) that demonstrates preparedness for postsecondary education.

Teacher	Secondary Program/ Number	Course	OCP	Credit	Secondary Industry Cert	Post Secondary Program/Number	Course	OCP	Hours	Post Secondary Industry Cert.
Masonry									1650	
Bass, Derwin	Masonry 8722900	Masonry 1 8722610		1	NCCER025 Masonry - Level 1	Brick and Block Masonry I463112	BCV0330 Masonry Tender	A	450	NCCER235 Masonry - Level 1
Bass, Derwin	Masonry 8722900	Masonry 2 8722620		1	NCCER044 Masonry - Lvel 2	Brick and Block Masonry I463112	BCV0360 Bricklayer Helper	B	300	NCCER236 Masonry - Level 2
Bass, Derwin	Masonry 8722900	Masonry 3 8722630	A	1		Brick and Block Masonry I463112	BCV0362 Brick Mason 1		450	
Bass, Derwin	Masonry 8722900	Masonry 4 8722640		1		Brick and Block Masonry I463112	BCV0363 Brick Mason 2	C	450	NCCER237 Masonry - Level 3
Bass, Derwin	Masonry 8722900	Masonry 5 8722650	B	1	NCCER045 Masonry - Level 3	Brick and Block Masonry I463112				
Electricity									1200	
Ulmer, Jeremy	Electricity 8727200	Electricity 1 8727210		1	NCCER010 Electrical - Level 1	Electricity I460312	BCV0603 Electrician Helper	A	300	NCCER208 Electrical Level 1
Ulmer, Jeremy	Electricity 8727200	Electricity 2 8727220	A	1	NCCER038 Electrical - Level 2	Electricity I460312	BCV0640 Residential Elect.	B	450	NCCER209 Electrical Level 2
Ulmer, Jeremy	Electricity 8727200	Electricity 3 8727230		1	NCCER039 Electrical - Level 3	Electricity I460312	BCV0652 Commercial Elect.	C	450	NCCER210 Electrical Level 3
Ulmer, Jeremy	Electricity 8727200	Electricity 4 8727240		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 5 8727250	B	1						
Ulmer, Jeremy	Electricity 8727200	Electricity 6 8727260		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 7 8727270		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 8 8727280	C	1						
Welding									1050	
Mercer, Kevin	Welding 9204400	Welding TechFundamentals 1		1	NCCER061 Welding - Level 1 AWELD003-FCAW Plate	Welding Technology J400400	PMT0070 Welder Ast. 1		150	NCCER263-Welding Level 1 AWELD003- FCAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 2	A	1	NCCER062 Welding - Level 2 AWELD004- GMAW Plate	Welding Technology J400400	PMT0071 Welder Ast. 2		150	NCCER264-Welding Level 2 AWELD004- GMAW Plate
Mercer, Kevin	Welding 9204400	Fundamentals 3 9204430		1	NCCER063 Welding - Level 3 AWELD011- SMAW Pipe	Welding Technology J400400	PMT0072 Welder, SMAW1		150	AWELD005- GTAW Pipe (Carbon) AWELD006-GTAW Pipe (Stainless to Carbon)
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 4 9204440	B	1	AWELD012- SMAW Plate	Welding Technology J400400	PMT0073 Welder, SMAW2		150	AWELD007- GTAW Stainless AWELD008- GTAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals Capstone 9204450	C	1		Welding Technology J400400	PMT0074 Welder		450	AWELD009- GTAW/SMAW Pipe/Carbon AWELD010- GTAW/SMAW Pipe (Chrome PWHT)
										AWELD011- SMAW Pipe
										AWELD012- SMAW Plate
Building Trades & Construction										
Bresk, Michael	Building Trades & Construction 8722000	Building trades & Const. 1		1						
Bresk, Michael	Building Trades & Construction 8722000	Building trades & Const. 2		1	NCCEER005 Carpenry - Level 1					
Bresk, Michael	Building Trades & Construction 8722000	Building trades & Const. 3		1	NCCER32 Carpentry - Level 2					
Bresk, Michael	Building Trades & Construction 8722000	Building trades & Const. 4		1	NCCER33 Carpentry - Level 3					
Bresk, Michael	Building Trades & Construction 8722000	Building trades & Const. 5		1	NCCER34 Carpentry - Level 4					
Bresk, Michael	Building Trades & Construction 8722000	Building trades & Const. 6		1	NCCER008 Construction Technology					
Applied Engineering Technology										
Bresk, Michael	Applied Engineering Tech 8401100	Applied Engineering Tech 1 8401110		1	SOLID003 -Certifid Solidworks Associate Academic					
Bresk, Michael	Applied Engineering Tech 8401100	Applied Engineering Tech 2 8401120		1	SOLID003 -Certifid Solidworks Associate Academic					
Bresk, Michael	Applied Engineering Tech 8401100	Applied Engineering Tech 3 8401130		1	SOLID003 -Certifid Solidworks Associate Academic					
Medical Administrative Specialist									1050	

Gill, Theresa						Medical Admin. Spec. B070300	OTA0040 Info Tech Assistant	A	150	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)
Gill, Theresa						Medical Admin. Spec. B070300	OTA0041 Front Desk Spec.	B	300	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)
Gill, Theresa						Medical Admin. Spec. B070300	OTA0631 Medical Office Tech.	C	300	NATHA003 - Certified Medical Admin. Ast. CMAA
Gill, Theresa						Medical Admin. Spec. B070300	OTA0651 Medical Admin. Spe.	D	300	NATHA003 - Certified Medical Admin. Ast. CMAA
Digital Design									600	
Poole, Pam						Digital Design K700100	OTA0040 Info Tech Assistant	A	150	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)
Poole, Pam						Digital Design K700100	GRA0024 Production Asst.	B	150	ADOBE010 Adobe Certified Associate (ACA) Dreamweaver, ADOBE020ACA Illustrator, ADOBE021ACA-InDesign, ADOBE022 ACA- Photoshop
Poole, Pam						Digital Design K700100	GRA0025 Digital Asst. Design	C	300	ADOBE010 Adobe Certified Associate (ACA) Dreamweaver, ADOBE020ACA Illustrator, ADOBE021ACA-InDesign, ADOBE022 ACA- Photoshop
Early Childhood Education									600	
Thomas, Kimber	8405100	Child Development 8500310	Semester 1	0.5		E300100	Child care worker 1 HEV0870	A	150	
Thomas, Kimber	8405100	Ed & Training Directed Study 8500100	Semester 2	0.5		E300100	Child care worker 2 HEV0871	B	150	
Thomas, Kimber	8405100	Early Childhood Education 1 8405110	A	1		E300100	Teacher Aide (Preschool) HEV0872	C	150	
Thomas, Kimber	8405100	Early Childhood Education 2 8405120	B	1		E300100	Preschool Teacher HEV0873	D	150	
Thomas, Kimber	8405100	Early Childhood Education 3 8405130	C	1						
Thomas, Kimber	8405100	Early Childhood Education 4 8405140	D	1						
Cosmetology									1200	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Grooming & Salon Services CSP0009		225	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 1 COS0002		300	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 2 COS0003		300	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 3 COS0009	A	375	FLDOP002 Cosmetologist
Nails Specialty									225	
Thornton, Greta	8757300	Grooming & Salon Services 1		0.5		D500100	Grooming & Salon Services CSP0009		225	FLDOP008 Nail Specialist
Thornton, Greta	8757300	8757310 Nails Specialty 2		0.5						
Thornton, Greta	8757300	8757320 Nails Specialty 3	A	1						
Thornton, Greta	8757300	Directed Study 8901000		0.5						
Facials Specialty									260	
Thornton, Greta						Facials/ Skin Care I120424	Facials/Skin Care CSP0265		260	FLDOP009 Facial Specialist
Commercial Foods & Culinary Arts									1200	
Kelley, Mona	8800500	Culinary Arts 1 8800510	A	1		Commercial Foods & Culinary Arts N100500	HMV0100 Food Preparation	A	300	
Kelley, Mona	8800500	Culinary Arts 2 8800520	B	1		Commercial Foods & Culinary Arts N100500	HM0170 Cook- Restaurant	B	300	
Kelley, Mona	8800500	Culinary Arts 3 8800530	C	1		Commercial Foods & Culinary Arts N100500	HMV0171 Chef- Head Cook	C	300	
Kelley, Mona	8800500	Culinary Arts 4 8800540	D	1	NRAEF002 National Pro Start	Commercial Foods & Culinary Arts N100500	HMV0126 Food Service Management	D	300	NRAEF003 Certified Food Protection Manager
Automotive Collision Technology									1400	
Ragen, Joe	Automotive Collision Technology 9514000	Auto Collision Paint & Body Asst 9514010	A	1	NIASE088ASE Entry Level: Collision Painting and Refinishing	Automotive Collision Technology Technician T401300	ARR0140 Auto Coll Repair & Refinishing Helper/Asst.	A	150	
Ragen, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 1 9514020		1		Automotive Collision Technology Technician T401300	ARR0141 Auto Coll. Refin. Technician	B	450	NIASE029 ASE Coll. Repair & Refinishing Painting & Refinishing (B2)

Ragen, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 2 9514030		1		Automotive Collision Technology Technician T401300	ARR0312 Non-Structural Damage Repair Tech.	C	300	NIASE018 ASE Coll. Repair & Refinishing Tech Non-Structrual Analusis (B3)
Ragen, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 3 9514040	B	1		Automotive Collision Technology Technician T401300	ARR0022 Damage Analysis & Estimating	D	75	NIASE019 ASE Damage Analysis & Estimating (B6)
Ragen, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 1 9514050		1	Collision: Non-Structural Analysis and Damage Repair	Automotive Collision Technology Technician T401300	ARR0112 Auto Coll. Welding, Cutting, Joining	E	75	
Ragen, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 2 9514060	C	1			ARR0295 Sturctural Damage Repair Tech.	F	350	
Automotive Service Technology						TEACH ALL TECH'S NATE & HEPLACE NEW STUDENTS			1050	
Shea, Thomas	DE Automotive Maintenance and Light	Auto Maint/Light Repair 1 9504110		1	NIASE076 ASE Auto Maintenance & Light Repair	Automotive Service Technology I470608	AER0014 Auto Service Assistor	A	300	NIASE013 ASE Automobile Service Consultant (C1)
Shea, Thomas	Maintenance and Light Repair 9504100	Auto Maint/Light Repair 2 9504120		1		Automotive Service Technology I470608	AER0110 Engine Repair Technician	B	150	NIASE010 ASE Enging Repair (A1)
Shea, Thomas	DE Automotive Maintenance and Light	Auto Maint/Light Repair 3 9504130		1		Automotive Service Technology I470608	AER0257 Auto Trans & Transaxle Tech	C	150	NIASE076 ASE Auto Maintenance & light repair (G1)
Shea, Thomas	DE Automotive Maintenance and Light	Auto Maint/Light Repair 4 9504140	A	1		Automotive Service Technology I470608	AER0274 Man. Drivetrain & Axle Tech.	D	150	NIASE016 ASE Brakes (T4)
Shea, Thomas	DE Automotive Maintenance and Light	Auto Maint/Light Repair 5 9504150		1		Automotive Service Technology I470608	AER0453 Auto. Suspen. & Steer. Tec.	E	150	NIASE033 ASE Suspension & Sterring (T5)
Shea, Thomas	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 6 9504160	B	1		Automotive Service Technology I470608	AER0418 Auto Brake System Tech.	F	150	NIASE007 ASE Brakes (A5)
Shea, Thomas						Automotive Service Technology I470608	AER0360 Auto Electrical/ Electronic system Tech	g	300	NIASE008- Electrical/Electronic Systens (T6)
Shea, Thomas							AER0172 Auto Heating & A/C Tech.	H	150	NIASE011 ASE Heating & A/C (A7)
Shea, Thomas							AER0503 Auto Engine Performance Tech.	I	300	NIASE009 ASE Engine Performance (A8)
Automotive Service Technology 1									1050	
Shea, Thomas						Automotive Service Technology 1 T400700	AER0014 Auto Service Assistor	A	300	NIASE013 ASE Automobile Service Consultant (C1)
Shea, Thomas						Automotive Service Technology 1 T400700	AER0418 Auto Brake System Tech.	B	150	NIASE007 ASE Brakes (A5)
Shea, Thomas						Automotive Service Technology 1 T400700	AER0453 Auto. Suspen. & Steer. Tec.	C	150	NIASE033 ASE Suspension & Sterring (T5)
Shea, Thomas						Automotive Service Technology 1 T400700	AER0360 Auto Electrical/ Electronic system Tech	D	300	NIASE008- Electrical/Electronic Systens (T6)
Shea, Thomas						Automotive Service Technology 1 T400700	AER0110 Engine Repair Technician	E	150	NIASE010 ASE Enging Repair (A1)
Practical Nursing									1350	
Morgan, Susan Julius, M'Alice						Practical Nursing H170607	Practical Nursing Foundations 1 PRN0098	A	300	
Morgan, Susan Julius, M'Alice						Practical Nursing H170607	Practical Nursing Foundations 2 PRN0099		300	
Morgan, Susan Julius, M'Alice						Practical Nursing H170607	Medical Surgical Nursing 1 PRN0290		300	
Morgan, Susan Julius, M'Alice						Practical Nursing H170607	Medical Surgical Nursing 2 PRN0291		300	
Morgan, Susan Julius, M'Alice						Practical Nursing H170607	Comp. Nursing & Transitional Skills PRN0690	B	150	NCSBN002 National LPN (NCLEX-PN)
Patient Care Technician									600	
Wilson, Suzanne						Patient Care Technician H170694	Basic Healthcare Worker HSC003	A	90	
Wilson, Suzanne						Patient Care Technician H170694	Nurse Aide & Orderly (Articulated) HCP0121	B	75	
Wilson, Suzanne						Patient Care Technician H170694	Advanced Home Health Aide HCP0332	C	50	FDMQA002 Certified Nursing Assistant
Wilson, Suzanne						Patient Care Technician H170694	Patient Care Assistant HCP0020	D	75	NATHA002 Certified EKG Tech
Wilson, Suzanne						Patient Care Technician H170694	Allied Health Assistant HSC0016	E	150	NATHA007 Certified Phlebotomy Technician
Wilson, Suzanne						Patient Care Technician H170694	MEA0580	F	100	
Wilson, Suzanne						Patient Care Technician H170694	Patient Care Tech. PRN0094	G	60	NATHA006 Certified Patient Care Technician

Pharmacy Technician									1050	
Miller, Katie						Pharmacy Technician H170170	Basic Healthcare Worker HSC003	A	90	
Miller, Katie						Pharmacy Technician H170170	Pharmacy Technician 1 PTN0084		360	
Miller, Katie						Pharmacy Technician H170170	Pharmacy Technician 2 PTN0085		300	
Miller, Katie						Pharmacy Technician H170170	Pharmacy Technician 3 PTN0086	B	300	PTCBD001 Pharmacy Technician
Surgical Technology									1330	
West, Traci						Surgical Technology H170211	Basic Healthcare Worker HSC0003	A	90	
West, Traci						Surgical Technology H170211	Central Supply Technician STS0015	B	210	
West, Traci						Surgical Technology H170211	Surgical Technologist 1 STS0010		343	
West, Traci						Surgical Technology H170211	Surgical Technologis 2 STS0011		343	
West, Traci						Surgical Technology H170211	Surgical Technologist 3 STS0012	C	344	NSTSA001 Certified Surgical Technologist (CST)
Phlebotomy									165	
Blackwell, Marivic						Basic Healthcare Worker HSC0003		A	90	
Blackwell, Marivic						Phebotomist MEA0520	NATHA007 Certified Phlebotomy Technician	B	75	

RIVEROAK
TECHNICAL COLLEGE

TABE Exemption Form

Section 1004.91, F.S. Requirements for career education program basic skills

Students who enroll in a Career and Technical Education (CTE) program offered for career credit of 450 hours or more must complete an entry-level examination (TABE) within the first 6 weeks after admission into the program.

Each CTE program requires specific TABE scores. These scores must be met in order for the student to receive a certificate of completion. There are exemptions to this requirement (listed below).

If you meet one of the applicable exemptions below, please indicate so in the appropriate section (documentation must be provided).

I meet one (or more) of the exemptions below. I am a student who:

_____ • Possesses a college degree at the associate in applied science level or higher.

_____ • Demonstrates readiness for public postsecondary education pursuant to s. 1008.30 and applicable rules adopted by the State Board of Education. (see below)

- _____ o entered 9th grade in a Florida public school in the 2003-2004 school year, or any year thereafter, and earned a Florida standard high school diploma
- _____ o earned a 150 on Mathematics and 150 on the RLA section of the 2014 GED® version
- _____ o is serving as an active duty member of any branch of the United States Armed Services
- _____ o earned the following scores after March 1, 2016: ACT – Reading 19, English 17, Math 19; **OR** SAT: Verbal 440, Math 440

_____ I do not meet one of the criteria above and must meet the TABE requirements for the CTE program in which I am enrolling. (Please see the Guidance Secretary to register for the next available testing time)

A student with a documented disability may be exempted from a TABE requirement. Exemptions are explained below:

- o Documentation from a qualified health professional or agency that verifies the presence of an impairment that substantially limits a major life activity or function.
- o The document must include the date and signature of the professional responsible for the assessment of functioning.
- o Services and accommodations are determined on a case-by-case basis.
- o Documentation must be current; typically within 3 years

An exemption is not the same as an accommodation. To receive accommodations, a student must complete a SELF IDENTIFICATION AND AUTHORIZATION FORM FOR STUDENTS WITH DISABILITIES.

Please make an appointment with the Guidance Director to discuss a disability and/or exemptions/accommodations.

Date: _____ Print Name: _____

Signature: _____

2020-2021 Career Dual Enrollment Articulation Agreement
Between the Madison County School Board and
Suwannee County School Board thru RIVEROAK Technical College

THIS AGREEMENT is entered into by and between the School Board of Madison County, Florida, hereafter referred to as the "Board"; and RIVEROAK Technical College; hereafter referred to as the "College"; and

WHEREAS, the Florida Statutes provide that career dual enrollment is a curricular option of elective credits toward earning a high school diploma and completing a career certificate program through a district's technical college, and

WHEREAS, the Board wishes to enhance opportunities for high school graduates to identify and set clear career and postsecondary education goals before high school graduation, and

WHEREAS; the College, a publicly funded postsecondary institution, can provide a variety of high skill, high wage career training program options, and

WHEREAS, the Board and College accept the challenge of ensuring that every Suwannee County High School graduate has a defined pathway to a career and postsecondary education.

NOW, THEREFORE, BE IT RESOLVED that the Board and the College agree to the following:

A. This agreement supersedes all previous career dual enrollment agreements between the District and College. s.1007.271 (21)(a)

B. Career dual enrollment is available to all Suwannee County high school students meeting the following criteria:
   I. Be enrolled as a student in a Florida public secondary school.
   II. Be classified as a high school student in grade 9, 10, 11 or 12.
   III. Possess and maintain a minimum 2.0 unweighted grade point average (GPA).
   IV. Meet the graduation requirements for Florida state-wide assessments.
   V. Have a plan approved by student's high school to complete all requirements to graduate on time.
   VI. Demonstrate readiness for postsecondary work evidenced by grade point average, a good attendance record and a satisfactory disciplinary record.
   VII. Be recommended by student's school counselor. s.1007.271 (21)(e)

C. The College will notify students and parents of the career dual enrollment opportunity through career and postsecondary education awareness activities in District high schools. Interested students will complete a career dual enrollment application. Students must have the approval of their high school guidance counselors. s.1007.271 (21)(b)

D. The College will accept applications for career dual enrollment in Spring and Summer for the beginning of the following school year. Mid-term applications will only be accepted

on a space available basis and with mutual agreement of the high school and College. s.1007.271 (21)(d)

E. All students enrolled in career dual enrollment will meet the Basic Skills Requirements as specified in 6A-10.040, F.A.C., and detailed in *Exhibit "A"* by demonstrating proficiency based on the *Tests of Adult Basic Education, ACT or SAT.*

F. All career dual enrolled students will have the opportunity to achieve at least one industry certification as part of the career dual enrollment program.

G. Only career preparatory courses contained within the state course numbering system, and are part of a sequence of courses in a program offered through the College which lead to an industry certification, are part of this agreement. New programs/courses meeting this specification can be added to the agreement at any time by agreement of the chief administrative officers of each party. s.1007.271 (21)(c) [A list of courses and programs available for career dual enrollment is detailed in *Exhibit "B"*. It includes a delineation of approved industry certification, clock hour credit and high school credit to be awarded upon completion of each course and program.]

H. All career dual enrollment courses under this agreement will count toward high school graduation. s.1007.271(21)(f)

I. Students participating in career dual enrollment are exempt from payment of registration, tuition, instructional materials, laboratory fees and other fees associated with the costs of attendance. If the District receives Industry Certification funds for any Secondary Certification earned the District will return the funds to the program in which the certification was earned in accordance with the Florida Career and Professional Education Act s.1003.491

J. Students participating in career dual enrollment will be responsible to meet College rules for registration, attendance, and behavior as specified in the College's student handbook. s.1007.271 (21)(g)(i)

K. Students will lose the opportunity to participate in the career dual enrollment program if they are disruptive to the postsecondary learning process.

L. If the student's cumulative GPA falls below a 2.0 in their high school courses but remains above a 2.0 in their program of study at the College, student will be placed on academic probation for one (1) year and allowed to continue their program of study at the college. If the student's cumulative high school GPA is not above a 2.0 at the end of the probationary period, the student will not be allowed to re-enroll at the College. The student can be immediately withdrawn from the College when the cumulative high school GPA falls below a 2.0, if it is mutually determined by the high school and College to be in the best interest of the student.

M. The College will report student attendance and grades to the home high school in compliance with the established District grade reporting procedures and schedule. s.1007.271(21)(m)

N. The District will ensure all career and dual enrolled students will meet the College's requirements for admission. The District and College will collaborate to monitor and maintain individual student performance in high school and career courses. S.1007.271(21)(l)

O. The College shall be responsive to parent inquiries of student performance and progress in the career dual enrollment program.

P. Withdrawal - Students who are withdrawn due to loss of eligibility to participate in the dual enrollment program; or a student with permission from his/her assigned school who drops out of a dual enrollment course, must return to the assigned high school for class assignment by the Principal or designee. Students are not permitted to drop courses after the tenth day of enrollment. Students with extenuating circumstances wanting to withdraw after the tenth day of enrollment must submit a written request to both the College and high school.

Q. The student's assigned high school will work with appropriate personnel at the College to provide services and resources required by students with disabilities who register for dual enrollment. S.1007.271(25)

R. The College will be responsible for all costs associated with presenting career instruction at the College. The student will be responsible for self-transportation to and from the college.

IN WITNESS WHEREOF, the parties have executed, or had their authorized representatives executed, this agreement on the dates written below.

Madison County School Board:

_____
Board Chairperson

_____
Superintendent

_____
Date

Suwannee County School Board:

_____
Ed daSilva, Board Chairman

_____
Ted L. Roush, Superintendent

_____
Mary Keen Principal/Director,
RIVEROAK Technical College

_____
Date

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney

Exhibit A – Basic Skills Requirements and Exceptions for Career Dual Enrollment

Requirements;

1. All career dual enrollment students will demonstrate preparedness for postsecondary education by completing an entry-level basic skills examination. The acceptable exam for this requirement is the *Tests of Adult Basic Education (TABE))*.

2. Testing Exemptions. A student may be exempt from the testing requirement by documenting any of the following: (a, b, c, OR d)

a. Minimum SAT scores
* Verbal – 440
* Mathematics – 440

b. Minimum ACT scores
* Reading – 19
* English – 17
* Mathematics – 19

c. Possessing a state, national or industry certification or licensure examination that is identified in the list entitled "Basic Skills and Licensure Exemption List".
http://www.fldoe.org/core/fileparse.php/18826/urlt/BasicSkills.PDF

d. Documented learning disability and a current individualized education plan (IEP) that demonstrates preparedness for postsecondary education.

Teacher	Secondary Program/ Number	Course	OCP	Credit	Secondary Industry Cert	Post Secondary Program/Number	Course	OCP	Hours	Post Secondary Industry Cert.
Masonry									1650	
Bass, Derwin	Masonry 8722900	Masonry 1 8722610		1	NCCER025 Masonry - Level 1	Brick and Block Masonry I463112	BCV0330 Masonry Tender	A	450	NCCER235 Masonry - Level 1
Bass, Derwin	Masonry 8722900	Masonry 2 8722620		1	NCCER044 Masonry - Lvel 2	Brick and Block Masonry I463112	BCV0360 Bricklayer Helper	B	300	NCCER236 Masonry - Level 2
Bass, Derwin	Masonry 8722900	Masonry 3 8722630	A	1		Brick and Block Masonry I463112	BCV0362 Brick Mason 1		450	
Bass, Derwin	Masonry 8722900	Masonry 4 8722640		1		Brick and Block Masonry I463112	BCV0363 Brick Mason 2	C	450	NCCER237 Masonry - Level 3
Bass, Derwin	Masonry 8722900	Masonry 5 8722650	B	1	NCCER045 Masonry - Level 3	Brick and Block Masonry I463112				
Electricity									1200	
Ulmer, Jeremy	Electricity 8727200	Electricity 1 8727210		1	NCCER010 Electrical - Level 1	Electricity I460312	BCV0603 Electrician Helper	A	300	NCCER208 Electrical Level 1
Ulmer, Jeremy	Electricity 8727200	Electricity 2 8727220	A	1	NCCER038 Electrical - Level 2	Electricity I460312	BCV0640 Residential Elect.	B	450	NCCER209 Electrical Level 2
Ulmer, Jeremy	Electricity 8727200	Electricity 3 8727230		1	NCCER039 Electrical - Level 3	Electricity I460312	BCV0652 Commercial Elect.	C	450	NCCER210 Electrical Level 3
Ulmer, Jeremy	Electricity 8727200	Electricity 4 8727240		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 5 8727250	B	1						
Ulmer, Jeremy	Electricity 8727200	Electricity 6 8727260		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 7 8727270		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 8 8727280	C	1						
Welding									1050	
Mercer, Kevin	Welding 9204400	Welding TechFundamentals 1		1	NCCER061 Welding - Level 1 AWELD003-FCAW Plate	Welding Technology J400400	PMT0070 Welder Ast. 1		150	NCCER263-Welding Level 1 AWELD003- FCAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 2	A	1	NCCER062 Welding - Level 2 AWELD004- GMAW Plate	Welding Technology J400400	PMT0071 Welder Ast. 2		150	NCCER264-Welding Level 2 AWELD004- GMAW Plate
Mercer, Kevin	Welding 9204400	Fundamentals 3 9204430		1	NCCER063 Welding - Level 3 AWELD011- SMAW Pipe	Welding Technology J400400	PMT0072 Welder, SMAW1		150	AWELD005- GTAW Pipe (Carbon) AWELD006-GTAW Pipe (Stainless to Carbon)
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 4 9204440	B	1	AWELD012- SMAW Plate	Welding Technology J400400	PMT0073 Welder, SMAW2		150	AWELD007- GTAW Stainless AWELD008- GTAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals Capstone 9204450	C	1		Welding Technology J400400	PMT0074 Welder		450	AWELD009- GTAW/SMAW Pipe/Carbon AWELD010- GTAW/SMAW Pipe (Chrome PWHT)
										AWELD011- SMAW Pipe
										AWELD012- SMAW Plate
Building Trades & Construction										
Bresk, Michael	Building Trades & Construction 8722000	Building trades & Const. 1		1						
Bresk, Michael	Building Trades & Construction 8722000	Building trades & Const. 2		1	NCCEER005 Carpenry - Level 1					
Bresk, Michael	Building Trades & Construction 8722000	Building trades & Const. 3		1	NCCER32 Carpentry - Level 2					
Bresk, Michael	Building Trades & Construction 8722000	Building trades & Const. 4		1	NCCER33 Carpentry - Level 3					
Bresk, Michael	Building Trades & Construction 8722000	Building trades & Const. 5		1	NCCER34 Carpentry - Level 4					
Bresk, Michael	Building Trades & Construction 8722000	Building trades & Const. 6		1	NCCER008 Construction Technology					
Applied Engineering Technology										
Bresk, Michael	Applied Engineering Tech 8401100	Applied Engineering Tech 1 8401110		1	SOLID003 -Certifid Solidworks Associate Academic					
Bresk, Michael	Applied Engineering Tech 8401100	Applied Engineering Tech 2 8401120		1	SOLID003 -Certifid Solidworks Associate Academic					
Bresk, Michael	Applied Engineering Tech 8401100	Applied Engineering Tech 3 8401130		1	SOLID003 -Certifid Solidworks Associate Academic					
Medical Administrative Specialist									1050	

Gill, Theresa						Medical Admin. Spec. B070300	OTA0040 Info Tech Assistant	A	150	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)
Gill, Theresa						Medical Admin. Spec. B070300	OTA0041 Front Desk Spec.	B	300	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)
Gill, Theresa						Medical Admin. Spec. B070300	OTA0631 Medical Office Tech.	C	300	NATHA003 - Certified Medical Admin. Ast. CMAA
Gill, Theresa						Medical Admin. Spec. B070300	OTA0651 Medical Admin. Spe.	D	300	NATHA003 - Certified Medical Admin. Ast. CMAA
Digital Design									600	
Poole, Pam						Digital Design K700100	OTA0040 Info Tech Assistant	A	150	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)
Poole, Pam						Digital Design K700100	GRA0024 Production Asst.	B	150	ADOBE010 Adobe Certified Associate (ACA) Dreamweaver, ADOBE020ACA Illustrator, ADOBE021ACA-InDesign, ADOBE022 ACA- Photoshop
Poole, Pam						Digital Design K700100	GRA0025 Digital Asst. Design	C	300	ADOBE010 Adobe Certified Associate (ACA) Dreamweaver, ADOBE020ACA Illustrator, ADOBE021ACA-InDesign, ADOBE022 ACA- Photoshop
Early Childhood Education									600	
Thomas, Kimber	8405100	Child Development 8500310	Semester 1	0.5		E300100	Child care worker 1 HEV0870	A	150	
Thomas, Kimber	8405100	Ed & Training Directed Study 8500100	Semester 2	0.5		E300100	Child care worker 2 HEV0871	B	150	
Thomas, Kimber	8405100	Early Childhood Education 1 8405110	A	1		E300100	Teacher Aide (Preschool) HEV0872	C	150	
Thomas, Kimber	8405100	Early Childhood Education 2 8405120	B	1		E300100	Preschool Teacher HEV0873	D	150	
Thomas, Kimber	8405100	Early Childhood Education 3 8405130	C	1						
Thomas, Kimber	8405100	Early Childhood Education 4 8405140	D	1						
[redacted]										
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Grooming & Salon Services CSP0009		225	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 1 COS0002		300	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 2 COS0003		300	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 3 COS0009	A	375	FLDOP002 Cosmetologist
Nails Specialty									225	
Thornton, Greta	8757300	Grooming & Salon Services 1		0.5		D500100	Grooming & Salon Services CSP0009		225	FLDOP008 Nail Specialist
Thornton, Greta	8757300	8757310 Nails Specialty 2		0.5						
Thornton, Greta	8757300	8757320 Nails Specialty 3	A	1						
Thornton, Greta	8757300	Directed Study 8901000		0.5						
Facials Specialty									260	
Thornton, Greta						Facials/ Skin Care I120424	Facials/Skin Care CSP0265		260	FLDOP009 Facial Specialist
Commercial Foods & Culinary Arts									1200	
Kelley, Mona	8800500	Culinary Arts 1 8800510	A	1		Commercial Foods & Culinary Arts N100500	HMV0100 Food Preparation	A	300	
Kelley, Mona	8800500	Culinary Arts 2 8800520	B	1		Commercial Foods & Culinary Arts N100500	HM0170 Cook- Restaurant	B	300	
Kelley, Mona	8800500	Culinary Arts 3 8800530	C	1		Commercial Foods & Culinary Arts N100500	HMV0171 Chef- Head Cook	C	300	
Kelley, Mona	8800500	Culinary Arts 4 8800540	D	1	NRAEF002 National Pro Start	Commercial Foods & Culinary Arts N100500	HMV0126 Food Service Management	D	300	NRAEF003 Certified Food Protection Manager
Automotive Collision Technology									1400	
Ragen, Joe	Automotive Collision Technology 9514000	Auto Collision Paint & Body Asst 9514010	A	1	NIASE088ASE Entry Level: Collision Painting and Refinishing	Automotive Collision Technology Technician T401300	ARR0140 Auto Coll Repair & Refinishing Helper/Asst.	A	150	
Ragen, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 1 9514020		1		Automotive Collision Technology Technician T401300	ARR0141 Auto Coll. Refin. Technician	B	450	NIASE029 ASE Coll. Repair & Refinishing Painting & Refinishing (B2)

Ragen, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 2 9514030		1		Automotive Collision Technology Technician T401300	ARR0312 Non-Structural Damage Repair Tech.	C	300	NIASE018 ASE Coll. Repair & Refinishing Tech Non-Structrual Analusis (B3)
Ragen, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 3 9514040	B	1		Automotive Collision Technology Technician T401300	ARR0022 Damage Analysis & Estimating	D	75	NIASE019 ASE Damage Analysis & Estimating (B6)
Ragen, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 1 9514050		1	Collision: Non-Structural Analysis and Damage Repair	Automotive Collision Technology Technician T401300	ARR0112 Auto Coll. Welding, Cutting, Joining	E	75	
Ragen, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 2 9514060	C	1			ARR0295 Sturctural Damage Repair Tech.	F	350	
Automotive Service Technology						TEACH HEAVY EQUIPMENT SERVICE TECHNOLOGY				
Shea, Thomas	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 1 9504110		1	NIASE076 ASE Auto Maintenance & Light Repair	Automotive Service Technology I470608	AER0014 Auto Service Assistor	A	300	NIASE013 ASE Automobile Service Consultant (C1)
Shea, Thomas	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 2 9504120		1		Automotive Service Technology I470608	AER0110 Engine Repair Technician	B	150	NIASE010 ASE Enging Repair (A1)
Shea, Thomas	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 3 9504130		1		Automotive Service Technology I470608	AER0257 Auto. Trans & Transaxle Tech	C	150	NIASE076 ASE Auto Maintenance & light repair (G1)
Shea, Thomas	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 4 9504140	A	1		Automotive Service Technology I470608	AER0274 Man. Drivetrain & Axle Tech.	D	150	NIASE016 ASE Brakes (T4)
Shea, Thomas	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 5 9504150		1		Automotive Service Technology I470608	AER0453 Auto. Suspen. & Steer. Tec.	F	150	NIASE033 ASE Suspension & Sterring (T5)
Shea, Thomas	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 6 9504160	B	1		Automotive Service Technology I470608	AER0418 Auto Brake System Tech.	F	150	NIASE007 ASE Brakes (A5)
Shea, Thomas						Automotive Service Technology I470608	AER0360 Auto Electrical/ Electronic system Tech	B	300	NIASE008- Electrical/Electronic Systens (T6)
Shea, Thomas							AER0172 Auto Heating & A/C Tech.	H	150	NIASE011 ASE Heating & A/C (A7)
Shea, Thomas							AER0503 Auto Engine Performance Tech.	I	300	NIASE009 ASE Engine Performance (A8)
Automotive Service Technology 1									1050	
Shea, Thomas						Automotive Service Technology 1 T400700	AER0014 Auto Service Assistor	A	300	NIASE013 ASE Automobile Service Consultant (C1)
Shea, Thomas						Automotive Service Technology 1 T400700	AER0418 Auto Brake System Tech.	B	150	NIASE007 ASE Brakes (A5)
Shea, Thomas						Automotive Service Technology 1 T400700	AER0453 Auto. Suspen. & Steer. Tec.	C	150	NIASE033 ASE Suspension & Sterring (T5)
Shea, Thomas						Automotive Service Technology 1 T400700	AER0360 Auto Electrical/ Electronic system Tech	D	300	NIASE008- Electrical/Electronic Systens (T6)
Shea, Thomas						Automotive Service Technology 1 T400700	AER0110 Engine Repair Technician	E	150	NIASE010 ASE Enging Repair (A1)
Practical Nursing									1350	
Morgan, Susan Julius, M'Alice						Practical Nursing H170607	Practical Nursing Foundations 1 PRN0098	A	300	
Morgan, Susan Julius, M'Alice						Practical Nursing H170607	Practical Nursing Foundations 2 PRN0099		300	
Morgan, Susan Julius, M'Alice						Practical Nursing H170607	Medical Surgical Nursing 1 PRN0290		300	
Morgan, Susan Julius, M'Alice						Practical Nursing H170607	Medical Surgical Nursing 2 PRN0291		300	
Morgan, Susan Julius, M'Alice						Practical Nursing H170607	Comp. Nursing & Transitional Skills PRN0690	B	150	NCSBN002 National LPN (NCLEX-PN)
Patient Care Technician									600	
Wilson, Suzanne						Patient Care Technician H170694	Basic Healthcare Worker HSC003	A	90	
Wilson, Suzanne						Patient Care Technician H170694	Nurse Aide & Orderly (Articulated) HCP0121	B	75	
Wilson, Suzanne						Patient Care Technician H170694	Advanced Home Health Aide HCP0332	C	50	FDMQA002 Certified Nursing Assistant
Wilson, Suzanne						Patient Care Technician H170694	Patient Care Assistant HCP0020	D	75	NATHA002 Certified EKG Tech
Wilson, Suzanne						Patient Care Technician H170694	Allied Health Assistant HSC0016	E	150	NATHA007 Certified Phlebotomy Technician
Wilson, Suzanne						Patient Care Technician H170694	MEA0580	F	100	
Wilson, Suzanne						Patient Care Technician H170694	Patient Care Tech. PRN0094	G	60	NATHA006 Certified Patient Care Technician

Pharmacy Technician									1050	
Miller, Katie						Pharmacy Technician H170170	Basic Healthcare Worker HSC003	A	90	
Miller, Katie						Pharmacy Technician H170170	Pharmacy Technician 1 PTN0084		360	
Miller, Katie						Pharmacy Technician H170170	Pharmacy Technician 2 PTN0085		300	
Miller, Katie						Pharmacy Technician H170170	Pharmacy Technician 3 PTN0086	B	300	PTCBD001 Pharmacy Technician
Surgical Technology									1330	
West, Traci						Surgical Technology H170211	Basic Healthcare Worker HSC0003	A	90	
West, Traci						Surgical Technology H170211	Central Supply Technician STS0015	B	210	
West, Traci						Surgical Technology H170211	Surgical Technologist 1 STS0010		343	
West, Traci						Surgical Technology H170211	Surgical Technologis 2 STS0011		343	
West, Traci						Surgical Technology H170211	Surgical Technologist 3 STS0012	C	344	NSTSA001 Certified Surgical Technologist (CST)
[redacted]									[redacted]	
Blackwell, Marivic						Basic Healthcare Worker HSC0003		A	90	
Blackwell, Marivic						Phebotomist MEA0520	NATHA007 Certified Phlebotomy Technician	B	75	

RIVEROAK
TECHNICAL COLLEGE

TABE Exemption Form

Section 1004.91, F.S. Requirements for career education program basic skills

Students who enroll in a Career and Technical Education (CTE) program offered for career credit of 450 hours or more must complete an entry-level examination (TABE) within the first 6 weeks after admission into the program.

Each CTE program requires specific TABE scores. These scores must be met in order for the student to receive a certificate of completion. There are exemptions to this requirement (listed below).

If you meet one of the applicable exemptions below, please indicate so in the appropriate section (documentation must be provided).

I meet one (or more) of the exemptions below. I am a student who:

_____ • Possesses a college degree at the associate in applied science level or higher.

_____ • Demonstrates readiness for public postsecondary education pursuant to s. 1008.30 and applicable rules adopted by the State Board of Education. (see below)

- _____ o entered 9th grade in a Florida public school in the 2003-2004 school year, or any year thereafter, and earned a Florida standard high school diploma
- _____ o earned a 150 on Mathematics and 150 on the RLA section of the 2014 GED® version
- _____ o is serving as an active duty member of any branch of the United States Armed Services
- _____ o earned the following scores after March 1, 2016: ACT – Reading 19, English 17, Math 19; **OR** SAT: Verbal 440, Math 440

_____ I do not meet one of the criteria above and must meet the TABE requirements for the CTE program in which I am enrolling. (Please see the Guidance Secretary to register for the next available testing time)

A student with a documented disability may be exempted from a TABE requirement. Exemptions are explained below:

- o Documentation from a qualified health professional or agency that verifies the presence of an impairment that substantially limits a major life activity or function.
- o The document must include the date and signature of the professional responsible for the assessment of functioning.
- o Services and accommodations are determined on a case-by-case basis.
- o Documentation must be current; typically within 3 years

An exemption is not the same as an accommodation. To receive accommodations, a student must complete a SELF IDENTIFICATION AND AUTHORIZATION FORM FOR STUDENTS WITH DISABILITIES.

Please make an appointment with the Guidance Director to discuss a disability and/or exemptions/accommodations.

Date: _____ Print Name: _____

Signature: _____

SUWANNEE COUNTY SCHOOL DISTRICT
Distrito Escolar del Condado de Suwannee

English for Speakers of Other Languages (ESOL) Title III English Language Learner (ELL) Program
Programa de inglés para hablantes de otros idiomas (ESOL)/ Título III estudiantes del idioma inglés (ELL)

ELL Committee Conference Report

Student: _____ **Student ID #:** _____ **Grade:** _____

School: _____ **Parent Name:** _____ **Date Parent Notice Sent:** _____

Date of Meeting: _____ **Members in Attendance:** ☐ Teacher(s) ☐ Administrator/Designee ☐ Guidance Counselor ☐ Bilingual Paraprofessional ☐ Parent ☐ Other: _____

Purpose of Meeting: ☐ Placement ☐ Plan Update/Change ☐ Extension of Services ☐ Committee Exit ☐ Post Exit Reclassifcation ☐ Other: _____

The ELL Committee will review the student's academic record holistically, considering assessment results and the criteria below to determine whether the student is English Language Proficient (6A-6.0902). For consideration of Extension of services, a review of the five criteria below and an assessment must be conducted/reviewed annually after the 3rd year. The previous year's ACCESS for ELLs score is acceptable until October 1. After this date the student must be administered the LAS LINKS (LLK) no earlier than 30 days before the ELL Committee meeting.

Assessment:	Assessment Date:	Overall:	Speaking:	Listening:	Reading:	Writing:
☐ ACCESS for ELLs ☐ Las Links (LLK)						

Considerations *(According to F.A.C. 6.0903, for Committee entry, exit or reclassification the Committee shall include each of the criteria below, TWO of which must support the Committee's decision.)* **Attach evidence of reviewed criteria.**

- ☐ Extent and nature of prior educational or academic experience, social experience, and a student interview.
- ☐ Written recommendation and observation by current and previous instructional and support services staff.
- ☐ Level of mastery of basic competencies or skills in English and/or heritage language according to state or national criterion-referenced standards, if any.
- ☐ Grades from the current or previous years.
- ☐ Test results from tests other than Las Links (LLK) and ACCESS for ELLs.

Meeting Minutes *(If the Committee recommends for ESOL/ELL services to be extended beyond three years, the narrative must include specific strategies that will target the student's English language development. If the Committee recommends entry, exit, or re-classification, the narrative must include specific support for agreed upon placement.)*

ELL Committee Signatures *(*required signatures)*

_____ **Administrator/Designee*	_____ **ELA (ESOL) Teacher*	_____ *Paraprofessional*
_____ **Guidance Counselor*	_____ *Parent*	_____ *Other*

SUWANNEE COUNTY SCHOOL DISTRICT

Distrito Escolar del Condado de Suwannee

English for Speakers of Other Languages (ESOL) Title III English Language Learner (ELL) Program
Programa de Inglés para Hablantes de Otros Idiomas (ESOL)/ Título III Estudiantes del Idioma Inglés (ELL)

Parent Notification of ELL Committee Meeting

Student: _____ **School:** _____ **Grade:** _____
Date: _____

Dear Parent/Guardian,

You are invited to attend an English Language Learner (ELL) Committee meeting that has been scheduled to discuss information regarding your child's English language proficiency, academic progress, and educational program placement. It is important for you to attend, to become informed about your child's progress, and participate in important educational decisions for your child. If you are unable to attend, would like to participate by telephone, or would like to reschedule, please contact the school at _____.

Purpose of ELL Committee Meeting:

☐ Placement ☐ Plan Update/Change ☐ Extension of Services ☐ Committee Exit ☐ Other:

The meeting is scheduled for:

Date: _____ **Time:** _____ **Location:** _____

Notificación de los padres de la reunión del Comité ELL

Estudiante: _____ **Escuela:** _____ **Grado:** _____
Fecha: _____

Estimados Padres/Tutor,

Usted está invitado a asistir a una reunión del Comité de Aprendizaje de Idioma Inglés (ELL) que ha sido programada hablar de la información sobre el dominio del idioma inglés de su hijo, el progreso académico y la colocación del programa educativo. Es importante que usted asista, se informe sobre el progreso de su hijo y participe en las decisiones educativas importantes para su hijo. Si no puede asistir, le gustaría participar por teléfono, o desea cambiar la fecha, comuníquese con la escuela en la _____.

Propósito de la reunión del Comité de ELL:

☐ Colocación ☐ Actualización del plan/Cambiar ☐ Extensión de Servicios ☐ Salida del Comité ☐ Otro:

La reunión está programada para:

Fecha: _____ **Hora:** _____ **Lugar:** _____

Sincerely/Atentamente,

Invitation By Phone:

Date: _____ **Time:** _____ **Caller:** _____

Parent Will attend: **YES** **NO** **By Phone** **Rescheduled for:** _____

SUWANNEE COUNTY SCHOOL DISTRICT

English for Speakers of Other Languages (ESOL) Title III English Language Learner (ELL) Program

Initial or Continuing Placement Parent Notification

ESSA (Every Student Succeeds Act)

☐ Initial Placement (**Section 1**) ☐ Continuing Placement (**Section 2**)

Student: _____ **Student ID #:** _____ **School:** _____

DEUSS: _____ **Entry Date:** _____ **FSA ELA Achievement Level:** _____

Assessment:	Speaking:	Listening:	Reading:	Writing:	Overall:	*ACCESS for ELLs Proficiency: Level 4 or above in Reading & Overall to be eligible for exit.*
☐ ACCESS for ELLs						

☐ LAS Links, LLK	Speaking:	Listening:	Reading:	Writing:	Overall:	ELL Committee/ Assessment Criteria:

Dear Parent/Legal Guardian,

☐ **Section 1 - Initial Placement:** Based on the responses to the Home Language Survey, your child has been assessed to determine if he/she qualifies for English for Speakers of Other Languages (ESOL) services. To be exempted from ESOL services your child should score an overall 4.0 or above achievement level on the Las Links English Language Proficiency Assessment (LLK). Your child's assessment data is located in the table above.

If this is an initial order to place your child will be placed with an ESOL endorsed certified teacher and receive the ELL services needed in be successful in school. The goal of the ESOL program is to help your child learn English in order to meet appropriate academic standards for grade promotion and graduation. As an English Language Learner (ELL), your child will receive language and academic support until meeting exit criteria outlined in State Board Rule (SBR) 6A.6.0903. Once exited from the ESOL program, your child will be monitored for two years to ensure academic success during this transition period. The school's ELL Committee is available to meet with you anytime throughout your child's educational experience to review academic needs and placement recommendations. If your child has a disability, ESOL services will be included in the guidelines and recommendations in the student's Individualized Education Plan (IEP). ESOL programs adjust instruction to the child's strengths and needs by providing effective teaching strategies, as well as supplemental instructional materials or bilingual support. As a parent, you are encouraged to participate in developing your child's Student ELL Plan, as well as choose the appropriate instructional model for your child, which includes:

- ☐ Mainstream/Inclusion English Language Arts (instruction with both ELLs and non-ELLs)
- ☐ Mainstream/Inclusion Basic Subject Areas (math, science, social studies, computer literacy)

☐ **Section 2 -Continuing Placement:** Federal and state law requires that students in an ESOL program are assessed annually to show linguistic growth, as well as academic achievement. These assessment results impact program placement decisions. Based on the scores your child received on the ACCESS for ELLs and the FSA English Language Arts (ELA) assessment located on the chart above, your child will continue ELL services.

Refusal of Title III Services: ESSA Title III guidelines allow districts to use federal funding to support their ESOL programs and provide supplemental services to ELLs. Parents may elect to refuse these supplemental Title III services. However, your child will still receive language and academic support and be annually assessed for English proficiency. If you need additional information regarding the ESOL or Title III ELL programs, please contact the Coordinator of Student and Family Support at 386-647-4648. If you do not want your child to receive supplemental services through Title III, please indicate by signing and returning the form below.

---------- cut here----------

Refusal of Title III Services: ☐ I do NOT want my child to receive ESSA Title III supplemental services

Student Name: _____ Parent Name: _____

Parent Signature: _____ Date: _____

Districto Escolar del Condada de Suwannee

Programa de Inglés para Hablantes de Otros Idiomas (ESOL)/ Título III para Estudiantes de Inglés (ELL)

Notificación de Padres de Colocación Inicial o Continua ESSA (La Ley Cada Estudiante Triunfa)

☐ Colocación inicial **(Sección 1)** ☐ Colocación continua de ESOL **(Sección 2)**

Nombre del estudiante: _____ **Identificación del Estudiante:** _____ **DEUSS:** _____

Escuela: _____ **Fecha de Entrada:** _____ **FSA ELA Nivel de Logro:** _____

El Examen: ☐ ACCESS for ELLs	**Speaking:**	**Listening:**	**Reading:**	**Writing:**	**Overall:**	

☐ LAS Links, LLK	**Speaking:**	**Listening:**	**Reading:**	**Writing:**	**Overall:**	**Comité de ELL Criterios de Evaluación:**

Estimado Padre/ Tutor,

☐ **Sección 1-Colocación inicial:** Basado en las respuestas a la Encuesta de idioma en el hogar, su hijo ha sido evaluado para determinar si califica para los servicios de Inglés para Hablantes de Otros Idiomas (ESOL). Para ser exento de los servicios de ESOL, su hijo debe obtener un nivel de 4.0 o superior en la Evaluación del Idioma Inglés (LLK) de Las Links. Los datos de evaluación de su hijo se encuentran en la tabla anterior.

Si esta es una colocación inicial, su hijo será colocado con un maestro certificado y aprobado por ESOL y recibirá los servicios de ELL necesarios para tener éxito en la escuela. El objetivo del programa ESOL es ayudar a su hijo a aprender inglés con el fin de cumplir con los estándares académicos apropiados para la promoción de grado y la graduación. Como estudiante de inglés (ELL), su hijo recibirá apoyo en el idioma y académico hasta que cumpla con los criterios de salida indicado en la Regla de la Junta Estatal (SBR) 6A.6.0903. Una vez que salga del programa ESOL, su hijo será monitoreado durante dos años para asegurar el éxito académico durante este período de transición. El Comité ELL de la escuela está disponible para reunirse con usted en cualquier momento a lo largo de la experiencia educativa de su hijo para revisar las necesidades académicas y las recomendaciones de colocación. Si su hijo tiene una discapacidad, los servicios de ESOL se incluirán en las normas y recomendaciones del Plan de Educación Individualizada (PEI) del estudiante. Los programas ESOL ajustan la instrucción de las fortalezas y necesidades del niño proporcionando estrategias de enseñanza efectivas, así como materiales de instrucción suplementarios o apoyo bilingüe. Como padre, se le recomienda a participar en el desarrollo del Plan ELL Estudiantil de su hijo, así como a elegir el modelo de instrucción apropiado para su hijo que incluye:

- ☐ Artes del Lenguaje en Inglés (Tradicional o Inclusión) de instrucción con estudiantes ELL y no-ELL)
- ☐ Áreas en materias básicas de instrucción (matemáticas, ciencias, ciencias sociales, y conocimientos informáticos)

☐ **Sección 2-Colocación continua de ESOL:** Las leyes federales y estatales requiere que los estudiantes del programa de ESOL sean evaluados anualmente para mostrar un crecimiento del idioma, así como el rendimiento académico. Los resultados de esta evaluación influyen las decisiones de colocación del programa. En base a los resultados que su hijo recibió en la evaluación ACCESS para los estudiantes ELL y la evaluación de Artes del Lenguaje Inglés (ELA) de la FSA que se encuentra en la tabla anterior, su hijo continuará con los servicios ELL.

RECHAZO DE SERVICIOS DEL TÍTULO III: La guía del Título III de ESSA permite a los distritos utilizar fondos federales para apoyar sus programas de ESOL y proporcionar servicios suplementarios a los ELL. Los padres pueden optar por rechazar estos servicios suplementarios del Título III. Sin embargo, su hijo seguirá recibiendo apoyo académico y de idioma y será evaluado anualmente por su dominio del inglés. Si necesita la información adicional en cuanto a los programas ESOL o Title III ELL, por favor póngase en contacto con el Coordinador del Apoyo de la Estudiante y Familia al 386-647-4648. Si no desea que su hijo reciba servicios suplementarios a través del Título III, indíquelo firmando y devolviendo el formulario a continuación.

---------- corte aquí----------

RECHAZO DE SERVICIOS DEL TÍTULO III: ☐NO quiero que mi hijo reciba servicios suplementarios del Título III de ESSA

Nombre del estudiante: _____ Nombre del padre: _____

Firma del Padre / Tutor: _____ Fecha: _____

SUWANNEE COUNTY SCHOOL DISTRICT
Distrito Escolar del Condado de Suwannee

English for Speakers of Other Languages (ESOL) Title III English Language Learner (ELL) Program
Programa de Inglés para Hablantes de Otros Idiomas (ESOL)/ Título III Estudiantes del Idioma Inglés (ELL)

Parent Notification of Program Ineligibility

Student:_____ **School:**_____ **Grade:**_____

Date:_____

Dear Parent/Guardian,

Based on the information provided on the Home Language Survey completed as part of the enrollment packet, your child was assessed to determine their eligibility for the English for Speakers of Other Languages (ESOL)/Title III ELL Program. This is to notify you that your child was assessed as proficient in English and does not qualify for the ESOL/ELL Program.

For further information, please contact the school at _____.

Notificación de Familia Sobre Inelegibilidad al Programa

Estudiante: _____ **Escuela:**_____ **Grado:**_____

Fecha:_____

Estimados Padres/Tutor,

Basado en la información proporcionada en la Encuesta de Idioma del Hogar que se completó como parte del paquete de inscripción, su hijo fue evaluado para determinar su elegibilidad para el Programa de Inglés para Hablantes de Otros Idiomas (ESOL)/Título III ELL. Esto es para notificarle que su hijo fue evaluado como proficiente en idioma inglés y no califica para el Programa ESOL/ELL.

Para más información, por favor comuníquese a la escuela al _____.

Sincerely/Atentamente,

Guidance Counselor/ Consejera/ Consejero

SUWANNEE COUNTY SCHOOL DISTRICT
Distrito Escolar del Condado de Suwannee

English for Speakers of Other Languages (ESOL) Title III English Language Learner (ELL) Program
Programa de Inglés para Hablantes de Otros Idiomas (ESOL)/ Título III Estudiantes del Idioma Inglés (ELL)

Parent Notification of Late ESOL Screening

Student:_____ **School:**_____ **Grade:**_____

Date:_____

Dear Parent/Guardian,

When you enrolled your child in Suwannee County Schools, you completed a Home Language Survey. Based upon information from this survey, your child should have been assessed within four weeks of initial enrollment in school to determine their proficiency level in English. Your child has not been screened within this time limit because:

☐ The assessment schedule for testing potential ELL students could not meet the number of students who needed testing; however your child has been placed temporarily in an appropriate course/class with ESOL support.

☐ Please specify other reason(s): _____

Your child will be tested no later than _____. You will be notified with the results of the assessment.

Notificación a los padres de la detección tardía de ESOL

Estudiante: _____ **Escuela:**_____ **Grado:**_____

Fecha: _____

Estimados Padres/Tutor,

Cuando usted inscribió a su hijo (a) en las Escuelas del Condado de Suwannee, usted llenó una encuesta sobre el idioma que se habla en el hogar. Basado sobre la información de la encuesta, su hijo/a debería haber sido evaluado dentro de cuatro semanas de la inscripción inicial de la escuela para determinar su nivel de dominio del inglés. Su hijo no ha sido evaluado dentro de este límite de tiempo porque:

☐ El calendario de la evaluación para evaluar a los posibles ELL estudiantes no pudo cumplir con el número de estudiantes que necesitaban ser evaluados; sin embargo, su hijo ha sido colocado temporalmente en un curso/clase apropiada con apoyo de ESOL.

☐ Por favor, especifique otra razón(es): _____

Su hijo será evaluado no más tardar del _____. Usted será notificado de los resultados de la evaluación.

Sincerely/Atentamente,

Guidance Counselor/Consejera/Consejero

SUWANNEE COUNTY SCHOOL DISTRICT
Distrito Escolar del Condado de Suwannee

English for Speakers of Other Languages (ESOL) Title III English Language Learner (ELL) Program
Programa de Inglés para Hablantes de Otros Idiomas (ESOL)/ Título III Estudiantes del Idioma Inglés (ELL)

Parent Notification of Program Exit

Student:_____ **School:**_____ **Grade:**_____

Date:_____

Dear Parent/Guardian,

Your child has been a participant in our district ESOL/ELL program. According to state and federal law, our school district is required to annually assess the English language proficiency of your child in listening, speaking, reading, and writing. Based on the following criteria, we are pleased to inform you that your child has demonstrated English language proficiency and is no longer eligible for English Language Learner services:

Exit Criteria Options:

Option 1 - **Assessment** *(check one/ELL Committee Meeting Not Required):*

☐**Basis of Exit for Grades K-2:** ACCESS for ELLs score of 4.0 or higher on Overall and Reading domains.

☐**Basis of Exit for Grades 3-9:** ACCESS for ELLs score of 4.0 or higher on Overall and Reading domains and a passing score of level 3 on the FSA English Language Arts.

☐**Basis of Exit for Grades 10-12:** ACCESS for ELLs score of 4.0 or higher on Overall and Reading domains and a passing score of level 3 on the FSA English Language Arts or an equivalent concordant score pursuant to 1008.22, F.S.

☐**Basis of Exit for Students who took Alternative Assessment and FSAA:** Alternative Assessment score of P1 and passing score on FSAA.

Option 2 - **ELL Committee** *(At least 2 of the following 5 criteria must be checked and documented in the student's ESOL folder/ELL Committee Meeting Required/ACCESS for ELLs results or LLK Screener no earlier than 30 days before Committee decision):*

☐Extent and nature of prior educational experience and student interview.

☐Written observation and recommendation by current and previous instructional and support services staff.

☐Level of mastery of basic skills in English and/or heritage language according to state or national criterion-referenced standards, if any.

☐Grades from current or previous years.

☐Results from assessments other than ACCESS for ELLs or FSA.

Although your child is no longer eligible for ESOL/ELL services, academic achievement will continue to be monitored for two years from the time English language proficiency was attained. If you have any questions about your child's placement or the type of program options available to you, please contact the following person at your child's school:

Name: **Title:** **Phone:**

Email: @suwannee.k12.fl.us

Sincerely,

SUWANNEE COUNTY SCHOOL DISTRICT
Distrito Escolar del Condado de Suwannee

English for Speakers of Other Languages (ESOL) Title III English Language Learner (ELL) Program
Programa de Inglés para Hablantes de Otros Idiomas (ESOL)/ Título III Estudiantes del Idioma Inglés (ELL)

Notificación de Padres de la Salida del Programa ESOL/ELL

Estudiante: _____ **Escuela:** _____ **Grado:** _____

Fecha: _____

Estimados Padres/Tutor,

Su hijo ha participado en nuestro programa ESOL/ELL del distrito. De acuerdo con las leyes estatales y federales, nuestro distrito escolar está requerido a evaluar anualmente el nivel de idioma inglés de su hijo en las áreas de: escuchar, hablar, leer, y escribir. En base en los siguientes criterios, nos complace informarle que su hijo ha demostrado el dominio del idioma inglés y ya no es elegible para los servicios de aprendizaje del idioma inglés:

Opciones de criterios de salida:

Opción 1 - Evaluación *(Marque uno / No se requiere reunión del comité ELL):*

☐**Base de Salida de Grados K-2:** ACCESS para los ELLs con un puntaje de 4.0 o más en Dominios Generales y Lectura.

☐**Base de Salida de Grados 3-9:** ACCESS para los ELLs con un puntaje de 4.0 o más en Dominios Generales y Lectura y puntaje de aprobación de nivel 3 en FSA Artes del Lenguaje Inglés.

☐**Base de Salida de los grados 10-12:** ACCESS para los ELLs con un puntaje de 4.0 o más en los Dominios Generales y Lectura puntaje de aprobación de nivel 3 en FSA Artes del lenguaje inglés o un puntaje concordante equivalente de conformidad con 1008.22, FS

☐**Bases de Salida para Estudiantes que tomaron la Evaluación Alternativa y FSAA:** Puntaje de evaluación alternativa de P1 y puntaje de aprobación en FSAA.

Opción 2 –Comité ELL *(Por lo menos 2 de los 5 siguientes criterios deben ser revisados y documentados en la carpeta del estudiante ESOL/Requiere Reunión del Comité ELL/ Resultados de ACCESS para los estudiantes de ELLs o Evaluación de LLK no antes de los 30 días, y antes de la decisión del Comité):*

☐Extensión y características de la experiencia educativa previa y la revisión de los estudiantes

☐Observación escrita y recomendación de personal actual y anterior de servicios de instrucción y apoyo

☐Nivel de dominio de las habilidades básicas en inglés y / o idioma del lenguaje tradicional de acuerdo con las normas estatales o nacionales referidos a criterios, si corresponde

☐Grados de años actuales o anteriores

☐Resultados de evaluaciones distintas de ACCESS para ELL o FSA.

Aunque su hijo ya no es elegible para los servicios de ESOL/ELL, el rendimiento académico continuará siendo monitoreado durante dos años desde el momento en que se logró el dominio del idioma inglés. Si tiene alguna pregunta sobre la ubicación de su hijo o el tipo de opciones de programas disponibles para usted, por favor comuníquese con la siguiente persona en la escuela de su hijo:

Nombre: **Título:** **Teléfono:**

Correo electrónico: @suwannee.k12.fl.us

Atentamente,

SUWANNEE COUNTY SCHOOL DISTRICT

English for Speakers of Other Languages (ESOL) Title III English Language Learner (ELL) Program

ELL Programmatic Assessment

Student: _____ **Student ID #:** _____ **Grade:** _____

School: _____ **Date Entered United States School (DEUSS):** _____

Guidance Counselor/ESOL Contact: _____ **Home Language Survey Date:** _____

The ESOL Consent Decree requires that a programmatic assessment be conducted for any student who answered "yes" to a question on the Home Language Survey to ensure appropriate academic placement. Please document all steps taken to determine the academic level of the student registering, regardless of student's English proficiency. The evaluation may be conducted in collaboration with the guidance counselor, registrar, bilingual education paraprofessional, classroom teacher, school administrator, ESE support staff, and/or the Coordinator of Student & Family Support, as appropriate.

Check the item(s) used to determine the student's appropriate placement:

- ☐ Age appropiateness
- ☐ Interview of parent/guardian/student to determine previous experience and last grade completed

☐ **Review of student's records including** (*check all that apply):*

☐ Transcripts ☐ Report Cards ☐ Previous School Records ☐ Standardized Test Information

☐ Retention in Grade (s) ____ ☐ Other: _____

☐ **Special Program(s):**

☐ Gifted ☐ Migrant ☐ ESE ☐ 504 ☐ Homeless ☐ ELL ☐ Other: _____

Additional information considered in Programmatic Assessment:

This Programmatic Assessment was recorded by:

Name: _____ **Title:** _____ **Date:** _____

Today's Date *(Fecha)*:	**SUWANNEE COUNTY SCHOOL DISTRICT** *1740 Ohio Avenue, South Live Oak, Florida 32064*	**School** *(Escuela)*:

English for Speakers of Other Languages (ESOL) Title III English Language Learner (ELL) Program
Student Plan for Mainstream-Inclusion Program
(Plan Estudiantil para el Programa de Inclusión General)

Student Name: *Nombre del Estudiante:*	**Student ID #:** *Numero de Estudiante:*	**Grade:** *Grado:*
Guidance Counselor/ ESOL Contact: *(Consejero/Contacto ESOL)*	**Date Entered United States Schools (DUESS):** *(Fecha de ingreso a la escuela de estados unidos (DUESS))* **ELL Entry Date:** *(Fecha de entrada de ELL)*	
Student Plan Date: *(Fecha del plan del estudiante)*	**LEP Review Date:** *(Fecha de revisión de LEP)*	
Will Student Participate in Standardized State Assessments: *(¿Participará el estudiante en evaluaciones estatles estandarizades?)* ☐ Yes ☐ No	**Extension of Instruction:** *(Extension de instrucción)* ☐ Year 1 [Z] ☐ Year 2 [Z] ☐ Year 3 [Z] ☐ Year 4 or beyond [Y]	

ELL Committee Date *(Fecha del Comité ELL)*	Re-Evaluation Date *Beyond end of year 3* *(Fecha del reevaluación)*	**English Language Learners: Tier Placements** *(Colocación de nivel de estudiantes de inglés)* ☐ Tier A [A] ☐ Tier B [B] ☐ Tier C [C] ☐ Alternate Tier [D] ☐ Kindergarten or LF, LA or LZ [Z]	**Other Programs:** *(otro programa)* ☐ ESE ☐ Other: ☐ MEP ☐ HEP

Accommodations & Goals:
Alojamiento y objectivos

Area: *Zona*	**Accommodation:** *Alojament*	**Annual Goal(s)/Objective(s):** *Metas anuales*
- Statewide Standardized Assessment Program - District Tests - Classroom Tests	- Flexible Setting - Flexible Scheduling - Assistance in Heritage Language - Approved Dictionary/Glossary	

GUIDANCE: Upload ELL Plan (not schedule) into FOCUS
***Look-up student - Click ELL Tab - Upload ELL Plan to ELL Plan Upload (top choice)**

NOTES: (la nota)

Schedule: The student's course schedule must be stapled to the ELL Student Plan Form *(FLDOE ELL Database and Program Handbook, 2019-20, page 20).* Be sure "Show Florida Fields" is checked in the upper right corner of the Schedule screen in FOCUS. The "FEFP Number" and "ELL Instructional Model" columns must be printed as part of the schedule. Print the schedule and staple to the back of the ELL Student Plan.

Today's Date:	SUWANNEE COUNTY SCHOOL DISTRICT *1740 Ohio Avenue, South Live Oak, Florida 32064*	School:

English for Speakers of Other Languages (ESOL)
Title III English Language Learner (ELL) Program
Former ELL Student (LF) - 2 Year Follow-Up

Student Name:	Student ID #:	Exit Date:

First Basis of Exit:
(Only 1 needed)

- ☐ ELL Committee - through meeting two of five criteria [L]
- ☐ For grades 10-12, qualifying exit scores on the English Language Assessments and a grad req score on G10 FCAT Reading or FSA ELA or concordant score [J]
- ☐ For grades 3-10, qualifying exit scores on the English Language Assessments, including an AL of 3+ on FCAT Reading or FSA ELA [I]
- ☐ For grades K-2, qualifying exit scores on the English Language Assessments [H]
- ☐ Not applicable [Z]

ELL Fund Source: [Z] None of the above
ELL Program Participant: [Z] Not applicable
Extension of Instruction: [Z]
English Language Learner: [LF] Exited 2-year follow-up
English Language Learners: Tier Placement:
[Z] Kindergarten or LF, LA, or LZ

Write the TENTATIVE Monitor Dates Below:

Do not record into FOCUS until the monitoring has taken place. Attach report card for monitor date and update monitor date on MIS Update Form for Data Clerk to enter into FOCUS.

1st Monitor Date	2nd Monitor Date	3rd Monitor Date	4th Monitor Date
(1st report card after exit)	*(2nd report card after exit)*	*(End of 1st school year or 4th report card after exit)*	*(End of 2nd school year after exit)*

First Monitor Date: _____

- ☐ Making appropriate progress; continue in regular program
- ☐ Refer to ELL Committee
- ☐ Other (specify):

Monitor completed by & date: _____

DATA entry by & date: _____

Third Monitor Date: _____

- ☐ Making appropriate progress; continue in regular program
- ☐ Refer to ELL Committee
- ☐ Other (specify):

Monitor completed by & date: _____

DATA entry by & date: _____

Second Monitor Date: _____

- ☐ Making appropriate progress; continue in regular program
- ☐ Refer to ELL Committee
- ☐ Other (specify):

Monitor completed by & date: _____

DATA entry by & date: _____

Fourth Monitor Date: _____

- ☐ Making appropriate progress; continue in regular program
- ☐ Refer to ELL Committee
- ☐ Other (specify):

Monitor completed by & date: _____

DATA entry by & date: _____

After Fourth Monitor Date, English Language Learner code should be Exited-2 year ESSA reporting (LA) on the MIS Update Form

SUWANNEE COUNTY SCHOOL DISTRICT

Office of Student Services
1740 Ohio Avenue, South
Live Oak, Florida 32064
(386) 647-4630

Release of Educational Report/Evaluations

Student: _____ DOB : _____ **Grade :** _____

School : _____

Release Date:_____

I, _____

have received a copy of _____

_____ from Suwannee County School District.

Parent/Guardian Signature of Receipt of Report/s:

Parent/Guardian Signature	*Print Name*	*Date*