SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
May 23, 2023

AGENDA

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag by Suwannee High School

Special Recognition by the Superintendent

2022-2023 Student Ambassadors

- Cash Blalock (BHS)
- Jake Wooley (SHS)

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. 8-38)**

April 11, 2023	- Workshop Session
	- Special Meeting
April 25, 2023	- Public Hearing
	- Regular Meeting

2. The Superintendent recommends approval of the monthly financial statement for April 2023.

3. The Superintendent presents the following bills for the period April 1-30, 2023:

General Checking Account	
General Fund 1000	$ 616,473.95
LCI Fund 3200	191,160.58
Food Service Fund 4100	91,365.57
Federal Fund 4200	69,998.48
Other Cares Act Relief Fund 4420	124,241.06
ESSER II Fund 4430	351.00
ESSER III - ARP 4450	407,465.16
OTHER ARP ACT RELIEF 4460	1,217.18
Total	$ 1,502,272.98

Payroll Checking Account	
General Fund 1000	$ 3,309,164.07
Food Service Fund 4100	140,034.34
Federal Fund 4200	468,255.37
Other Cares Act Relief Fund 4420	3,913.38
ESSER II Fund 4430	37,152.67
ESSER III - ARP 4450	90,557.76
OTHER ARP ACT RELIEF 4460	8,101.91
Total	$ 4,057,179.50

Total	$ 5,559,452.48

4. The Superintendent recommends approval of the following budget amendments for the fiscal year 2022-2023:

General	LCIF	Special Revenues
I-10	III-10	IV-5/ARP
		IV-6/ESSER III
		IV-9/Federal
		IV-8/Food Service
		IV-8/Other Cares

5. The Superintendent recommends approval of the following contracts/agreements for the 2023-2024 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen, as to form and sufficiency.)

#2024-06	Virtual School Services Agreement between Imagine Learning LLC (previously d/b/a Edgenuity Inc.) and the Suwannee County School District (*Renewal/Revised*) **(pgs. 39-96)**
#2024-08	Memorandum of Understanding for Workforce Innovation and Opportunity Act (WIOA) One-Stop Career Center System Partners of the American Job Center Network (*Renewal/Revised*) **(pgs. 97-139)**
#2024-09	Virtual School Services Agreement between Imagine Learning LLC (previously d/b/a Edgenuity Inc.) and the Suwannee County School District (*Renewal*) **(pgs. 140-153)**
#2024-11	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Positive Behavior Supports Corp. to provide educational consulting services (*Renewal/Revised*) **(pgs. 154-182)**
#2024-12	Virtual Learning Lab Agreement between Florida Virtual School and Suwannee County School Board for all students within the Virtual Learning Lab (*Renewal/Revised*) **(pgs. 183-218)**
#2024-13	Blended Learning Community Agreement between Florida Virtual School and Suwannee County School Board for all students within the Blended Learning Community (*Renewal/Revised*) **(pgs. 219-252)**
#2024-15	Inter District Private School Services Agreement 2023-2024 between the Suwannee County School District and the Columbia County School District Title I Programs (*Renewal*) **(pgs. 253-257)**
#2024-17	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Palmer Physical Therapy, LLC (*Renewal*) **(pgs. 258-269)**
#2024-18	Agreement between the School Board of Suwannee County and Suwannee Valley Community Coordinated Child Care, Inc. (SV4Cs) for the Teen Parent Program (*Renewal*) **(pgs. 270-275)**

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

Site	Item	Donor
SHS/Theatre (Sound System)	Cash Donation ($800)	Pilgrim's Pride

7. Presented for informational purposes an out-of-state trip for Branford High School Beta Club students and parent chaperones to attend the National Beta Competition in Louisville, Kentucky, June 16-20, 2023. (*Funded by Beta Club internal account.*)

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

Name	Site	Date	Reason	Destination
*Carla Hollinger	BHS	6/16-20/2023	Nat'l Beta Competition	Louisville, KY
*Amity McCall	BHS	6/16-20/2023	Nat'l Beta Competition	Louisville, KY
*Lindsey Ramsey	BHS	6/16-20/2023	Nat'l Beta Competition	Louisville, KY
*Stacy Young	BHS	6/16-20/2023	Nat'l Beta Competition	Louisville, KY
**Stacy Young	BHS	6/26-29/2023	Nat'l FFA Meeting	Plainfield, IN

**(Funded by Beta Club internal account)*
***(Funded by National FFA organization)*

9. The Superintendent recommends approval of the following Controlled Open Enrollment transfers for the 2022-2023 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Anastaisa	Smith	Suwannee	Columbia	1
Apollo	Smith	Suwannee	Columbia	K
Ariyana	Smith	Suwannee	Columbia	3
Jakobi	Smith	Suwannee	Columbia	2
Jayma	Smith	Suwannee	Columbia	9

10. The Superintendent recommends approval of the following Controlled Open Enrollment transfers for the 2023-2024 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Kinlee	Hackney	Suwannee	Columbia	2
Juvia	Ostrander	Suwannee	Lafayette	K
Addison	Wagner	Suwannee	Columbia	K

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Callen	Amato	BES	Live Oak	5
Lucca	Amato	BHS	Live Oak	6

11. Human Resources Transactions **(pgs. 276-294)**

REGULAR AGENDA

1. Discussion and action regarding the selection of one School Board member to serve as an Advocacy Committee Representative and one School Board member to serve as an Alternate Advocacy Committee Representative on the FSBA Legislative Committee for the period July 1, 2023, through June 30, 2024.

2. The Superintendent recommends approval of the District Comprehensive Evidence-Based Reading Plan. (A copy is available in the office of the Assistant Superintendent of Instruction.)

3. The Superintendent recommends approval of the following contract/agreement for the 2023-2024 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen, as to form and sufficiency.)

   #2023-16 Affiliation Agreement between Centurion of Florida LLC and RIVEROAK Technical College (RTC), through Suwannee County School Board, to provide a clinical training site for students enrolled in the Practical Nursing Program at RTC (*New*) **(pgs. 295-303)**

4. The Superintendent recommends approval of the following personnel items for the 2023 summer school term:

   a. An addition to the original food service positions previously approved at the April 11, 2023 Board meeting:

Sites	Personnel	Up to Hours/Week
All Sites	1 – Food Service Manager; 8-hour	32
(Position is subject to program participation)		

   b. Approval for seven (7) media specialist positions to work up to an additional 40 hours each to review classroom library lists:

Sites	Personnel	Up to Hours Total
BES	1 – Media Specialist	40
BHS	1 – Media Specialist	40
SPE	1 – Media Specialist	40
SRE	1 – Media Specialist	40
SSE	1 – Media Specialist	40
SMS	1 – Media Specialist	40
SHS	1 – Media Specialist	40

   c. Approval for seven (7) paraprofessional positions to work up to an additional 80 hours each to catalog classroom libraries:

Sites	Personnel	Up to Hours Total
BES	1 – Para	80
BHS	1 – Para	80
SPE	1 – Para	80
SRE	1 – Para	80
SSE	1 – Para	80
SMS	1 – Para	80
SHS	1 – Para	80

5. The Superintendent recommends approval of an addendum to RFP #24-202, for milk (T.G. Lee), to ensure compliance with state and federal requirements (Note: RFP #24-202 was previously awarded on April 25, 2023) **(pgs. 304-305)**

6. Comments from Student Ambassadors

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
April 11, 2023

MINUTES

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

Administrators and others present: Jennifer Barrs, Jennifer Beach, Amy Boggus, Tammy Boggus, Michael Braun, Bill Brothers (arrived at 9:11 a.m.), Ethan Butts, Leigh Fernald, Lisa Garbett, Ronnie Gray, Angel Hill, Malcolm Hines, Michele Howard, Terry Huddleston, Mary Keen, Dee Dee McManaway (arrived at 9:12 a.m.), Carl Manna, Haley Radford (arrived at 10:59 a.m.), Eric Rodriguez, Keith Stavig (arrived at 1:00 p.m.), Angie Stuckey, Marsha Tedder (arrived at 1:00 p.m.), Kelly Waters, Kelli Williams, and Laura Williams (arrived at 1:00 p.m.).

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

Presentation by Schneider Electric..... Jake Mickelson
Ethan Butts

Mr. Roush reminded the Board that at a recent workshop it agreed with Schneider Electric's request to inspect infrastructure in the District and present its analysis.

Jake Mickelson and Larry Perrin of Schneider Electric provided a PowerPoint presentation.

The workshop recessed at 9:06 a.m. and resumed at 9:08 a.m.

The Superintendent and Board members asked questions of Mr. Mickelson and Mr. Perrin. The consensus of the Board was that Superintendent Roush and Facilities Director Ethan Butts continue dialogue with Schneider Electric and come back to the Board with additional information at a later date.

ESS Business Review Update ..... Kim Carter
Jamie Marmorale

Bill Brothers gave background information and introduced ESS Representatives Melonie "Kim" Carter and Jamie Marmorale, who provided a PowerPoint presentation.

Ms. Carter and Ms. Marmorale answered questions from Board members. Board members thanked them for their hard work and effort, as it's not easy to find participants willing to be substitutes.

Mr. Roush expressed the need to take a closer look at how substitute pay breaks out between federal and general funds.

Food Service Department Update .....Malcolm Hines
Michael Braun

Mr. Hines advised that a transition meeting will be held on April 17, at which Sodexo and FRS representatives will meet with Food Service Department employees to answer questions. He distributed a handout, as prepared by Sodexo, outlining matters to be discussed at that meeting. Mr. Hines advised that several districts have dropped out of the power-buying group in which the District currently participates. He stated that at some point, the District will consider providing breakfast in the classroom, as well as dinner meals that students can take home. Mr. Roush distributed a visual handout with pictures and links to other Florida small county school district sites who are currently under contract with Sodexo.

Chief Financial Officer Department Update .....Marsha Brown

Ms. Brown provided updates on the following:

- Distributed a handout regarding Classification of Positions on the 2022-2023 Salary Schedule. She stated that a few years ago the positions of Assistant Chief Financial Officer and Project Specialist were combined. She explained that with the departure of Ms. DePratter, these positions need to be split back out. Ms. Brown stated that the Project Specialist position is paid from federal funds, while the Assistant Chief Financial Officer is paid from general funds. She further stated that going back to the old model of two separate positions would save the District approximately $50,000.
- Sixty (60) more people than last year have signed up for the new health insurance.

Career, Technical, and Adult Education ..... Mary Keen
Manual Update **(pgs. 2-14)**

Ms. Keen provided updates on the following:

- Legislative funding for proposed health training building is still undetermined.
- Rural Community Days Event is April 25-26 in Tallahassee. She hopes to meet with legislators again at that time.
- Through collaboration of personnel and certification staff, a revised CTE Certification Procedural Manual is in the works.
- U.S. Representative Kat Cammack is scheduled to visit at RIVEROAK Technical College on May 5; she will keep the Board posted on the exact time.

The workshop recessed at 11:32 a.m. and resumed at 1:00 p.m.

Social Media Litigation Update .....Leonard Dietzen
(pgs. 54-62)

(Note: This item was moved up, due to Mr. Dietzen's schedule.)

Mr. Dietzen updated the Board regarding current litigation by hundreds of plaintiffs against social media companies (Instagram, Snapchat, Facebook, TikTok, etc.) for designing and promoting products that get kids addicted; the result is a lack of attention in the classroom. He stated that the addiction may lead to serious consequences such as mental health issues, depression, suicide, etc. Mr. Dietzen stated there is a proposed Attorney-Client Engagement Agreement between the School Board and four law firms for the Board's consideration. He stated these law firms were involved in the recent settlement relating to Juul vape and big tobacco. He said there is no obligation to the district for costs, should the suit fall apart. Mr. Dietzen stated the Board has the option to join or not join in the litigation. The consensus of the Board was to proceed.

Human Resources Department Update .....Bill Brothers
Kelly Waters

Dr. Brothers brought the Board up to date regarding a new position of Coordinator of Mental Health. He distributed the job description and salary schedule and stated the position would be paid through the mental health allocation. Ms. Waters further explained that mental health duties have increased over the last couple of years. She stated the plan is to hire two additional mental health counselors. She responded to questions from the Board regarding the responsibilities of the

coordinator and additional counselors. Ms. Waters also explained that even though the District has an existing contract with Meridian, they have not been able to completely fulfill obligations in providing counselors.

Mr. Roush stated he believes it is the right thing to do.

Ms. Williams, SMS Principal, stated that SMS has not had an assigned counselor from Meridian, and students are not being served.

Mr. White asked for a chart to help better explain the proposed structure/plan, which was provided by Ms. Waters.

Dr. Brothers stated that the job description and salary schedule would be brought back to the Board at the April 25 Board meeting for approval. The Board was in agreement.

Student Conduct and Discipline Code Update **(pgs. 15-53)** ..... Malcolm Hines / Ronnie Gray

Mr. Hines explained that the legal process required to be followed for Board policies also applies to the Student Conduct and Discipline Code. He requested the Board look through the information in the Workshop agenda packet regarding the Code and to email him or Ms. Ross with any concerns. He stated this would be brought back to the Board at the May 9 Workshop and then advertised for approval at the June 27 Regular Meeting.

Superintendent Update ..... Ted Roush

Mr. Roush provided updates on the following items:

- Mr. daSilva had shared in an email from Ash Grove Cement Plant (formerly Suwannee American) that they are interested in partnering with the District to support certain ventures. He has contacted Kecia Robinson, School Improvement/Title I Coordinator, to reach out to Ash Grove Cement Plant; principals will be made aware.
- Mr. Crawford sent an email to him and to Board members from Anthony Jennings of CareerSource North Florida regarding employment opportunities for eligible students. The plan is for Mr. Jennings from CareerSource North Florida to provide a presentation at the May 9 Workshop.
- Mr. Taylor had previously shared an article on budget considerations, as it relates to ESSER vs. general funding. He advised that the District has not staffed any new, permanent personnel on ESSER dollars; only some

supplemental services. He stated decisions will need to be made on how to fund those supplemental services, if the District wants to continue with those services.

- We are experiencing an upward trend in the number of employees utilizing the Employee Wellness Center. The number of employees seen in October, when the Center initially opened, was 44; November-57; December-65; January-72; February-78; March-107. These visits do not result in a claim on our health insurance, which will enable the District to keep premiums down.
- Received an email from Stacy Young, BHS FFA Advisor, that the BHS FFA Chapter is a finalist in the 2023 Agricultural Advocacy Award Program. BHS FFA will compete against five other schools nominated. He added that the BHS FFA Chapter is the only chapter to make the top tier for 12 years in a row.

The Workshop adjourned at 2:06 p.m.

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
April 11, 2023

MINUTES

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

Chairman Taylor called the meeting to order at 2:17 p.m.

MOTION by Mr. White, second by Mr. Crawford, for approval to adopt the agenda.

MOTION CARRIED UNANIMOUSLY

1. MOTION by Mr. daSilva, second by Mr. Crawford, for approval of the following contracts/agreements for the 2022-2023 school year: (NEW) (Note: These contracts/agreements have been reviewed and approved by Board Attorney Leonard Dietzen, as to form and sufficiency.)

#2023-111	Interlocal Agreement between the Suwannee County School Board and the Suwannee County Board of County Commissioners for the Sharing of Redistricting Expert Costs *(New)* **(pgs. 3-22)**
#2023-112	Attorney-Client Engagement Agreement between the School Board of Suwannee County and Wagstaff & Cartmell, LLP and its co-counsel, Hand Arendall Harrison Sale, LLC; Beasley Allen Crow Methvin Portis & Miles, P.C.; and Goza & Honnold, LLC, to provide legal services in connection with the pursuit of claims for damages associated with Social Media in litigation *(New)* **(pgs. 23-31)**

MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. daSilva, second by Mr. White, for approval of the following personnel item for the 2023 summer school term:

Sites	Personnel	Up to Hours/Week
All Sites	2 – Food Service Managers; 8-hour	32
	8 – Food Service Workers; 7-hour	28
	1 – Food Service Monitor	20
	2 – Alternate Food Service Workers	As needed

(All Food Service positions are subject to program participation.)

MOTION CARRIED UNANIMOUSLY

3. MOTION by Mr. Crawford, second by Mr. daSilva, for approval to award the following bid:

   RFP #23-210 Document Imaging Services

   Ms. Brown stated that InStream, LLC was the only bidder. She and Mr. Roush explained that the company currently digitizes and houses student information, certifications, etc.; the State requires this data to be kept forever. Approval of a contract will come before the Board at a later date.

   MOTION CARRIED UNANIMOUSLY

4. MOTION by Mr. daSilva, second by Mr. White, for approval of the following expulsion cases:

   a. **Case #2223-26**: The Superintendent recommends expulsion of the student through the remainder of the 2022-2023 school year and all of the 2023-2024 school year. (*Final Action*)

   b. **Case #2223-29**: The Superintendent recommends expulsion of the student through the remainder of the 2022-2023 school year and all of the 2023-2024 school year. (*Final Action*)

   MOTION CARRIED UNANIMOUSLY

5. MOTION by Mr. daSilva, second by Mr. Crawford, for approval of the following Human Resources Transactions **(pgs. 32-33)**

RECOMMENDATIONS FOR THE 2022-2023 SCHOOL YEAR:

RECOMMENDATION: INSTRUCTIONAL:

RIVEROAK Technical College:
Tracy West, Instructor, Part-Time Hourly for the remainder of the 2022-2023 school year

End of List
2022-2023
School Year

MOTION CARRIED UNANIMOUSLY

The meeting adjourned at 2:32 p.m.

SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
April 25, 2023

MINUTES

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

School Resource Officer Maggie Mouton and Student Ambassadors Cash Blalock and Jake Wooley were also present.

Chairman Taylor called the public hearing to order at 5:55 p.m.

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

   #5.19 Student Records (*Revised*)
   #6.321 Health Insurance Premiums (*Revised*)
   #7.40 Online Educational Services Agreements/Contracts (*New*)

Chairman Taylor called for comments or questions regarding the additions and revisions to the Suwannee County School Board Policy Manual, and there were none.

The hearing adjourned at 5:57 p.m.

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
April 25, 2023

MINUTES

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

School Resource Officer Maggie Mouton and Student Ambassadors Cash Blalock and Jake Wooley were also present.

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

Student remarks and pledge to the flag by Suwannee Pineview Elementary Safety Patrol organization

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

- There were none

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

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

Questions by Mr. Crawford regarding Item #5 were answered by Mr. Roush and Mr. Butts.

Mr. White's question regarding Item #6 was answered by Mr. Taylor and Ms. Waters.

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. Approval of the following Minutes:
   (pgs. 6-25)

March 14, 2023	- Workshop Session
	- Special Meeting
	- Expulsion Issues Hearings (Private)
March 28, 2023	- Regular Meeting

2. Approval of the monthly financial statement for March 2023.

3. The following bills for the period March 1-31, 2023:

General Checking Account		
General Fund 1000	$	595,994.78
Spec Act Bonds 2200		109,587.49
LCI Fund 3200		147,024.19
Food Service Fund 4100		65,272.03
Federal Fund 4200		54,384.64
Other Cares Act Relief Fund 4420		41,548.03
ESSER II Fund 4430		7,010.00
ESSER III - ARP 4450		268,512.32
OTHER ARP ACT RELIEF 4460		16,525.07
SELF INS - 7110		130.97
Total	$	1,305,989.52

Payroll Checking Account		
General Fund 1000	$	3,519,560.59
Food Service Fund 4100		138,800.80
Federal Fund 4200		383,087.35
Other Cares Act Relief Fund 4420		3,913.38

ESSER II Fund 4430		38,582.51
ESSER III - ARP 4450		97,330.42
OTHER ARP ACT RELIEF 4460		8,115.54
Total	$	4,189,390.59
Total	$	5,495,380.11

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

General	LCIF	Special Revenues
I-9	III-9	IV-4/ARP
		IV-4/ESSER II
		IV-5/ESSER III
		IV-8/Federal
		IV-7/Food Service
		IV-7/Other Cares

5. Approval for disposal of property as per the attached Property Disposition Form dated April 25, 2023. **(pgs. 26-27)**

6. Approval of the following contracts/agreements for the 2023-2024 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen, as to form and sufficiency.)

#2024-03	Affiliation Agreement between Florida Gateway College and the Suwannee County School Board for support of the Teacher Preparation Programs (future intern placements) *(Renewal/Revised)* **(pgs. 28-57)**
#2024-05	Inter-District Private School Services Agreement 2023-2024 between the Suwannee County School Board and the Lafayette County School District Title I Programs (*Renewal*) (Note: This agreement was initiated by the Lafayette County School District.) **(pgs. 58-59)**
#2024-07	Contract for Services Agreement between Allied Instructional Services, LLC and Suwannee County School Board (*Renewal/Revised*) **(pgs. 60-81)**

7. Approval of the following Controlled Open Enrollment transfers for the 2023-2024 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Rayleigh	Radford	Suwannee	Columbia	K
Reyes	Alaina	Suwannee	Gilchrist	PK

8. Human Resources Transactions **(pgs. 82-97)**

RETIREMENT: ADMINISTRATIVE:

Janene Fitzpatrick, Assistant Superintendent of Instruction, effective June 29, 2023

RECOMMENDATIONS: ADMINISTRATIVE:

District Office:
Katrina Walker-Bius, Coordinator of District K12 Math, effective April 10, 2023
REPLACES: Tamara Boggus

Suwannee High School:
Kevin Lewis, Interim Assistant Principal, effective April 10, 2023
REPLACES: Katrina Walker-Bius

TERMINATION: INSTRUCTIONAL:

RIVEROAK Technical College:
Camille Coggburn, Teacher, effective March 29, 2023

RETIREMENT: INSTRUCTIONAL:

Branford Elementary School:
Caron Heffner, Teacher, effective July 15, 2023 *(Amended from the February 28, 2023 Agenda)*

RECOMMENDATIONS: INSTRUCTIONAL:

Branford High School:
William Frierson, Teacher, (Long Term Substitute), effective April 12, 2023
REPLACES: Heath Huesman

Suwannee Middle School:
Heather Poole, Teacher, (Long Term Substitute), effective March 27, 2023
REPLACES: Marie Mace

Jared Smith, Teacher, effective September 27, 2022
(Received Certification moving from Long Term Substitute)

Suwannee Springcrest Elementary:
Amy Steed, Bookkeeper, effective May 1, 2023
REPLACES: Tina Colvin

RESIGNATIONS: INSTRUCTIONAL: (*Presented for information purposes only*)

Branford High School:
Judy Naranjo, Teacher, effective April 2, 2023

Tommy Taylor, Teacher, effective April 28, 2023

RIVEROAK Technical College:
Traci West, Teacher, effective March 27, 2023

Suwannee Middle School:
Kelly Pennington, Teacher, effective June 1, 2023

Suwannee Riverside Elementary:
Jackson Greene, Teacher, effective June 2, 2023

SUSPENSION:

Suwannee Springcrest Elementary:
Catherine Melton, Paraprofessional, effective April 3-4, 2023, without pay

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford Elementary School/Branford High School:
Tammy Stewart, Custodian (Temporary), effective March 20, 2023
REPLACES: New Position

Facilities:
Timothy Bass, Assistant Foreman, effective April 10, 2023
REPLACES: Bruce Hingson

Jeffery Prescott, Maintenance Worker I, effective April 17, 2023
REPLACES: Timothy Bass

Suwannee Middle School:
Kendall Croft, Paraprofessional (Temporary), effective March 27, 2023
REPLACES: New Position

Transportation:
Amanda Colon, Bus Driver, effective April 6, 2023
REPLACES: Yvan Theoret

Kiara Janosh, Bus Driver, effective April 10, 2023
REPLACES: Paula Cherry

RESIGNATION: NON-INSTRUCTIONAL: (*Presented for information purposes only*)

Suwannee Middle School:
Jeny Martinez, Paraprofessional, effective May 31, 2023

Shirley Philmore, 8 Hour Food Service Worker, effective February 28, 2023

Maritza Torres, Paraprofessional, effective June 1, 2023

Suwannee Riverside Elementary:
Chantel Williams, Nurse, effective April 24, 2023

Transportation:
Terrence Bonner, Bus Driver Aide, effective February 28, 2023

TRANSFER/REASSIGNMENT:

NAME:	FROM: SITE/POSITION	TO: SITE/POSITION	REPLACES	EFFECTIVE
Kayla Watson	Suwannee Pineview Elem. Paraprofessional	Suwannee Pineview Elem Lead Paraprofessional	Alexis Dalton	January 13, 2023

SUPPLEMENTARY:

Employee Name	Position	Location
Rodney Howard	Assistant Wrestling Coach	Suwannee High School
John Wainwright	Varsity Head Wrestling Coach	Suwannee High School

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

Branford Elementary School:
Pamela Norton, Paraprofessional, effective March 2, 2023, through March 15, 2023, (7.5 Hours Per Day) for a total of 75 Hours

RIVEROAK Technical College Part Time/Hourly Employee:
July 1, 2022 through June 30, 2023

CAREER AND TECHNICAL EDUCATION

Jessica Cabrera — Night Time CASAS Test Administrator

MISCELLANEOUS

District Wide:

Approval for the following Employees and Suwannee County Sheriff School Resource Officers to assist in the administration of CBI Testing (up to 270 hours total):

Brandy Allen
Jeffry Boatright
Jennifer Campbell
Slade Collins (SRO)
Nahjawan Dukes
Jean Eckhoff
Rashard Fleming (SRO)
Jose Garcia (SRO)
Chantal Gustavson
Angela Hester
Mary Johnson
Courtney McHugh
Jeff Miara (SRO)
Lorri Mercer
Margaret Mouton (SRO)
Danielle Ovando
Berry Raulerson (SRO)
Melanie Roberts
Jaxon Sansouci
Donna Schiavo
Jackie Taylor
Keifer Thompson
Tracy Wallace
Edwina Jo Woods
Lee Willis (SRO)

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

Wanda Hawkins — Hanna Moreno

Approval for Michelle Thompson to work in the Hospital Homebound Program, District Wide

Transportation:

Approval for Deborah McFadden to work additional hours as needed

SUBSTITUTES:

Approval for Luis Huerta Dominguez to serve as a Substitute Bus Driver

VOLUNTEERS:

BES	Serena Adams	Clubs
BES	Alessandra Ardilla	Field Trips
BES	Jacob Avery	Classroom, Field Trips
BES	Lauren Avery	Classroom, Field Trips
BHS/BES	Jenifer Avinon	Field Trips
BES	Amber Baldwin	Field Trips
BHS	Paula Bales	Field Trips
SSE	Ashley Black	Field Trips
SSE	Brenda Blanton	Field Trips
SSE	William Blanton	Field Trips
BES	Alan Bonnell	Classroom, Field Trips
BHS/BES	Michael Bower	Field Trips
BES	Matthew Bradow	Classroom, Field Trips
SSE	Lashanda Campbell	Field Trips
BES	Nicolette Chastain	APT/Advisory, Classroom, Field Trips, Clubs
BHS	Amanda Colon	Field Trips
BHS	Tracy Combee	Field Trips
BES	Breanna Copeland	Classroom, Field Trips
BES	William Copeland	Field Trips
BHS/BES	Candise Courtemanche	Classroom, Field Trips
BHS/BES	Daniel Courtemanche	Classroom, Field Trips
SPE	Sheri Crews	Classroom
BHS	Miranda Danzeisen	APT/Advisory, Classroom, Field Trips
BHS	Roy Dees	Softball
BES	Samantha Ferguson	Field Trips
BES	Summer Forsyth	Classroom, Field Trips, Clubs
BES	Cindy Gaylord	Field Trips
BHS	Hannah George	Field Trips
BES	Kathy Goetzman	Field Trips
SSE	Kegan Grantham	Field Trips
BHS	Robert Griffith	Field Trips, Clubs
BES	Lisa Handy	Field Trips
BES/BHS	Jennifer Hayes	Classroom, Field Trips, Clubs
BES	Jeanine Hickey	Classroom, Field Trips, Clubs
BHS/BES	Jed Humphries	Field Trips
SSE	Sheila Jenkins	Classroom, Field Trips
SMS/SHS	Erin Jones	FFA
BES	Miranda Jones	Field Trips
BES	Kayslynn Kersey	Classroom, Field Trips
SSE	Christopher Knowles	Field Trips
BHS/BES	Kathleen Leach	Field Trips
SSE	Leidys Llanes	Field Trips
SPE	Annette Lopez	Field Trips
BHS/BES	Amanda Martin	Field Trips

BES	Bobbie Necessary	Field Trips
BES	Austin Parr	Field Trips
SPE	Tarra Piet	Classroom, Field Trips
SSE	Kathie Railey	Classroom, Field Trips
BHS	Ellison Roberts	Field Trips
SMS	Jordan Roberts	Softball
BES	Jacquelline Sandoval	Field Trips
BHS/BES	Cheri Sexton	Field Trips
BHS/BES	Steven Sexton	Field Trips
BES	Kelly Skawienski	Field Trips
BHS/BES	Sarah Thermodson	Classroom, Field Trips, Clubs
BHS/BES	Serina Tindell	Classroom, Field Trips
SPE	Jessica Travioli	Classroom, Field Trips
BES	Benjamin Trice	Field Trips
BES/BHS	Kristina Trice	APT/Advisory, Classroom, Field Trips
BHS	Brittney Walker	Field Trips
BES	Roseanne Weeks	Classroom, Field Trips
BHS	Ty Williams	Classroom, Field Trips
SSE	Leigh Wood	Field Trips

End of List
2022-2023
School Year

CONTRACT RECOMMENDATIONS FOR THE 2023-2024 SCHOOL YEAR:

Suwannee High School:
Mileydi Perez, Assistant Principal, effective July 1, 2023
REPLACES: Traci Green

ADMINISTRATIVE CONTRACTS:	TERM
Jennifer Barrs	12
Michael Braun	12
William Brothers	12
Marsha Brown	12
Ethan Butts	12
Gary Caldwell	12
Jimmy Cherry II	12
Leigh Fernald	12
Ronald Gray	12
Angel Hill	12
Malcolm Hines	12
Michele Howard	11
Elizabeth Johnston	12
*Audrey Marshall	12
Natasha Pittman	12

Kecia Robinson	12
Keith Stavig	12
Angelia Stuckey	12
Katrina Walker-Bius	12
Kelly Waters	12
Jimmy Wilkerson	12
Joshua Williams	12
Kelli Williams	12

**Administrative 3 Year Contract*

SCHOOL ADMINISTRATORS:	TERM
Melinda Ahrens	12
Jennifer Beach	12
Amy Boggus	12
Stephenie Busch	12
Keith Cherry	12
Brooke Cox-Knowles	12
Perry Davis	12
Cara Disken	12
Lisa Garbett	12
Lisa Garrison	12
Traci Green	12
*Terry Huddleston	12
Mary Keen	12
Kevin Lewis	12
Carl Manna	12
Deidre McManaway	12
Mileydi Perez	12
Marsha Tedder	12
Julia Ulmer	12
Laura Williams	12

**Administrative 3 Year Contract*

ANNUAL INSTRUCTIONAL CONTRACTS:

Branford Elementary School:	TERM
April Barnes	10
Emily Blackmon	10
Kristen Boston	10
Crystal Brown	10
Lyndsey Browning	10
Tiffany Cochran	10
Lynsee Dicks	10
Lisa Flowers	10
Kimberley Garrett	10
Jacqueline Glover	10

Timothy Grinstead	10
Melinda Hawthorne	10
Amanda Hayes	10
Tina Hayes	10
Mandi Howard	10
Victoria Jenson	10
Priscilla Jones	10
Charlena Lori Land	10
Jessica Nipper	10
Katee O'Quinn	10
Skyler Phillips	10
Jennifer Richer	10
Amy Townsend	10
Miranda Walker	10
Kimberly Williams	10
Margaret Williams	11

Branford High School:

Emily Beiter	10
Karen Braun	10
Erin Cannon	10
Sarah Swallows Carney	10
Amanda Clark	10
Erin Clark	10
Timothy Clark	12
Erin Clary	10
Eleanor Coker	10
Tracy Combee	10
Carlos Diaz	10
Hannah George	10
Donald Harrison	10
Monica Jackson	10
William McClendon	10
Joshua McInnis	10
Brian Metzger	10
Nancy Metzger	10
Marissa Parks	10
Stephanee Phillips	10
Alicia Poole	12
Emilee Rains	10
Erin Roberts	10
Maria Rodriguez	10
Sergio Rodriguez	10
Mendy Sikes	10
Deanna Simpson	10
Cara Soride	10

Misty Ward	10
Abbey Warren	10
Karen Welch	10
William Wiles	10
Matthew Yancey	10

RIVEROAK Technical College:

William Blackmon	10
Olivia Bruening	10
Suzanne Depew	12
Cynthia Frye	10
Robin Hall	12
William Hill	10
LaDonna Holmes	10
Catherine Maxwell	10
Brayden Mercer	10
John Sinclair	10
Patricia Sullivan	10
Maria Toledo-Garcia	10
Jeremy Ulmer	10

Student Services:

Michelle Adams	10
Crystal Bryan	10
Susan Burch	10
Dee Dee Cathcart	10
Chelsey Chaney	10
Deborah Godbold	12
Abigail Hill	11
Kelly Jackson	10
Holly Marsee	10
Bridget McLaughlin	12
Audrey Peake	10
Lisa Pennington	11
Alyssa Sullivan	10
Stacie Swartz	10
Sheila Watson	10

Suwannee High School:

Frank Allen	12
Leanna Baldwin-Beartree	10
Travis Bass	10
Kary Black	10
Allison Brown	10
Justin Bruce	10
Vicki Bryan	10

Brian Bullock	10
Steven Carney	10
Isaac Chandler	10
Buddy Coleman	12
Deborah Coleman	12
Darrell Curls	10
Patrick Dawson	12
Sherry Dean	10
Destiny Denson	10
Joseph Gaddy	10
Michelle Glenn	10
Alexander Gonzalez	10
Elisa Hall	10
Kyler Hall	10
Leah Harrell	11
Jay Jolicoeur	10
Debra Kleinsmith	12
Marisley Leal	10
Daniel Marsee	10
Patriece Matthews	10
Cletia McCullers	10
Clayton McPeak	11
Stephen D. Morgan	10
Christina Mosteller	10
Leslie Munden	11
Donna Jean Riegel	10
Benjamin Thomas	10
Barrinesha Washington	10
Jenny White	10
Kaitlyn White	10
Noah White	10
Cheryl Wood	10

Suwannee Middle School:

Kathryn Bower	10
Andrew Chapman	10
Alyssa Hahn	10
Darace Hahn	10
Brandy Hart	10
Brantly Helvenston	10
Cristina Herrington	10
Hannah Hicks	10
Jennifer Hitt	10
Logan Hurst	10
Deadre Jolicoeur	10
Samantha Land	10

Jazmine Marrero Guerra	10
Cody Menhennett	10
Jennifer Neely	10
Tammy Neil	10
Fred O'Quinn	10
Robert Phillips	10
Stacey Politano	10
Susan Ratliff	10
Daniel Skelly	10
Jared Smith	10
Tiffany Smith	10
Phoebe Solek	10
Airalisha Sowells	10
Seth Stebbins	10
Lorena Urban	10
Elizabeth Vann	10
Kayla Williamson	10

Suwannee Opportunity School:

Brandy Allen	10
Chantal Gustavson	10
Lorri Mercer	10
Keifer Thompson	10
Tracy Wallace	10

Suwannee Pineview Elementary-Innovation:

Tammy Atkinson	10
Kaycie Blanton	10
Livesay Boggus	10
Kimberly Buchanan	10
Chelsea Burgess	10
April Crawford	10
McKenzie Dalton	10
Julia Davidson	10
Janet Diaz	10
Tamara Felton	10
Krystal Fletcher	10
Susan Helvenston	10
Stacia Hewett	10
Nikolas Hurst	10
Ellena Huston	10
Ciera Keen	10
Amanda Law	10
Keeley Messer	10
Rhonda Moore	10
Susan M. Mowry	10

Sean Oliver	10
Meri Robinson	10
Courtney Sasso	10
Tralene Sasso	10
Kathryn Terry	10
Samantha Torrese	10
Sara Voss	10

Suwannee Riverside Elementary-Arts:

Katrina Armstead	10
Jennifer Baker	10
Amanda Bartley-Ramirez	10
Summer Bell	10
Melissa Bozeman	10
Kimberly Bulaskas	10
Jamie Cato	10
Cheri Copeland	10
Krystal Cundiff	10
Kiara Davis	10
Rosa Davis	10
Laura Ferguson	10
Abby Fleming	10
Tammy Flowers	10
Danielle Gay	10
Diane Hale	10
Nicole Hammock	10
Rhoshonda Herring	10
Mallory Jackson	10
Patrick Jernigan	10
Shannon Jernigan	10
Michelle Jessup	10
Hanna Moreno	10
Charis Parker	10
Kelly Parker	10
Takesha Patrick	10
Cara Peppers	10
Elizabeth Rang	10
Kelli Roberts	11
Adrienne Taylor	10
Brittany Thomas	10
Jennifer Turner	10
Joanne Wimberley	10
Lawanna Zimmerman	10

Suwannee Springcrest Elementary-Leadership:	
Jessica Anderson	10
Ashley Broughton	10
Emilee Cannon	10
Heidi Cavitt	10
Megan Collins	10
Carolyn Javonne Day	10
Erin Driggers	10
Julie Griswold	10
Natalie Haney	10
Lillian Henderson	10
Patricia Hines	10
Pamela Hoyle	10
Ariel Jennings	10
Janet Lazio	10
Dyanna Leathlean	10
Emily Murphy	10
Rebecca Reaves	10
Brooklyn Ross	10
Debra Singletary	11
Stacey Smith	10
Martha Southerland	10
Jennifer Stevens	10
Marie Warren	10
Joann Weber	10

Suwannee Virtual School:	
Jeffry Boatright	10
Danielle Ovando	10
Melanie Roberts	10

PROFESSIONAL SERVICE CONTRACTS (Renewal):

Branford Elementary School:	TERM
Amy Allen	10
Kimberly D. Cannon	10
Melissa Mapp Francisco	10
Melissa Holtzclaw	10
Traci Kirby	10
Julie Klecka	10
Stephanie Knighton	10
Vera L. Knighton	10
Susan Mackin	10
Denah F. Phillips	10
Lindsey Ramsey	10
Carla Suggs	10

Wynette L. Sumner	10
Jennifer Winnett	10
Branford High School:	
Bethany Byrd	10
Pamela Cassube	10
Eleanor Coker	10
Julianna H. Dees	10
Lawanna Gaylard	10
Amanda R. Johnson	10
Karen Y. Koon	10
Stefani M. Santos	10
Janet Denise Stewart	10
Linda S. Whitley	10
Stacy Young	12
RIVEROAK Technical College:	
William Ragan	10
Student Services:	
Patricia E. Brantley	11
Jessica Johnson	10
Melissa N. McKire	10
Tina Roush	10
Rowna Valin	10
Virginia L. Weaver	11
Tamara Williams	11
Suwannee High School:	
Harrison Ambrose	10
Nancy Aul	10
Neena Brown-Thomas	10
Tamara Burt	10
Benita Diggs	10
Jimmie Green	10
Amy C. Hendry	10
Cindi Hiers	11
Paula McMillan	10
Lindy Meeks	10
Darlene Rice	10
Abigail Rodriguez	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 Middle School:	
Alan R. Bonds	10
Robyn Bonds	10
Jennifer Byrd	10
Annette B. Chauncey	10
Heather Dean	10
Rhonda Furry	10
Lisa W. Gray	10
Hetti J. Harry	10
Misty Shawn Herring	11
Angela Hicks	10
Deanna Horton	10
Nicole Jackson	11
Christina McCullers	10
Tammie McKay	10
Holly McMillan	10
Ona M. Robertson	10
Stephanie B. Sampson	10
Brad Scarborough	10
Canary S. Stephens	10
Suwannee Opportunity School:	
Mary Johnson	10
Suwannee Pineview Elementary-Innovation:	
Evelyn Arnold	10
Matthew Campbell	10
Rebecca L. Carter	10
Kristy D. Chauncey	10
Kimberly Hudson	10
Connie N. Leavitt	10
Marjerian Lewis	10
Joyce D. McIntosh	10
Tamara Michal	10
Laura Katherine Roberts	10
Kimberly M. Thomas	10
Shannon White	10
Amy Williams	10
Ashlee Wooley	10

Suwannee Riverside Elementary-Arts:	
Lauren Belcher	10
Marcia Boatright	10
Rhoda J. Crews	10
Kelly Driggers	10
Robyne Edwards	10
Leigh Ann Fountain	10
April Frye	10
Staci Greaves	10
April Greene	10
Kimberly M. Mott	10
Mandy F. Ramsey	10
Stacey L. Skierski	10
Michele Turman	10
Kimberly Warren	10
Suwannee Springcrest Elementary-Leadership:	
Jennifer Bonds	10
Victoria S. Carter	10
Jenny Clark	10
Shannon Daniel	10
Stephanie Gray	10
William McCullers	10
Rebecca Monroe	10
Catherine Nicely	10
Theda Roper	10
Becky Skipper	10
Sandra Winburn	10
Suwannee Virtual School:	
Jennifer Campbell	10
Jean Eckhoff	10
Angela Hester	10

End of List
2023 - 2024
School Year

REGULAR AGENDA

1. MOTION by Mr. White, second by Mr. Alcorn, for approval of additions and revisions to the Suwannee County School Board Policy Manual as follows: (Copies are available for review in the office of the Assistant Superintendent of Administration.)

#5.19 Student Records (*Revised*)
#6.321 Health Insurance Premiums (*Revised*)
#7.40 Online Educational Services Agreements/Contracts (*New*)

MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. Alcorn, second by Mr. Crawford, for approval of the Suwannee County School District Career and Technical Education (CTE) Certification Procedural Manual *(Revised) (previously discussed in workshop session)* **(pgs. 98-110)**

MOTION CARRIED UNANIMOUSLY

3. MOTION by Mr. Crawford, second by Mr. White, for approval to award the following RFPs/bids for the 2023-2024 school year:

#23-211 Suwannee High School Fence Project *(New)* **(pg. 111)**
#24-202 Milk – T.G. Lee *(New)*

MOTION CARRIED UNANIMOUSLY

4. MOTION by Mr. Crawford, second by Mr. Alcorn, for approval of the following personnel items for the 2022-2023 school year *(previously discussed in workshop session)*:

a. Add one Coordinator of Mental Health position (12-month), effective July 1, 2023
b. Job Description #192 - Coordinator of Mental Health *(New)* **(pgs. 112-115)**
c. Revise *Salary Schedule 2022-2023 District Level Coordinators* to add the Coordinator of Mental Health position, effective July 1, 2023 **(pg. 116)**
d. Revise *Salary Schedule 2022-2023 Administrators* to remove the current Assistant Chief Financial Officer/Project Specialist position and provide for two separate positions of Assistant Chief Financial Officer and Project Specialist on Line 10, effective April 25, 2023 **(pgs. 117-118)**

MOTION CARRIED UNANIMOUSLY

5. MOTION by Mr. Alcorn, second by Mr. White, for approval of an addendum to RFP #22-204, Roofing Construction and Repair Services for Federal

Construction Projects, to ensure compliance with the Code of Federal Regulations. **(pgs. 119-126)**

MOTION CARRIED UNANIMOUSLY

6. Comments from Student Ambassadors

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

7. Legal Counsel's Report

   Mr. Dietzen advised that legislative changes are happening very rapidly; there are numerous amendments that will greatly impact school districts.

8. Superintendent's Report

   Mr. Roush reported on the following:

- Legislative action regarding concordant scores.
- The annual budget workshop is scheduled for June 13.
- As a result of internal discussion, the recommendation is to not move forward on the April 11 Schneider Electric presentation.
- EOY school calendar should be consulted for the most up-to-date information regarding events/programs.
- Kat Cammack will tour the RIVEROAK Technical College (RTC) campus on May 2 at 4:00 p.m.
- Ashley Cook from Senator Rubio's will tour the RTC campus on Wednesday, May 17, from 10:00 to 11:00 a.m.
- Brief executive session regarding collective bargaining will follow the meeting.

9. Issues and concerns Board members may wish to discuss

   Mr. Taylor commented on the following:

- Proactive efforts of Mr. Roush and Mr. Ethan Butts relating to maintenance/infrastructure.
- Substantial increases in casualty property insurance premiums for the District.

- Legislation action regarding the Florida Retirement System (FRS) will greatly impact the District's costs.

Mr. White inquired about acquisition of the Branford Woman's Club property; Mr. Hines responded.

Mr. Crawford commented on the following:

- Question regarding bus cameras was answered by Mr. Roush and Mr. Jimmy Cherry.
- Interested in recognizing the African Development Council organization for its role in providing scholarships.
- Voiced appreciation for staff, principals, and teachers.

Mr. Alcorn thanked Student Ambassadors Cash Blalock and Jake Wooley.

The meeting adjourned at 7:00 p.m.

VIRTUAL SCHOOL SERVICES AGREEMENT

This Agreement for services ("Agreement") made and entered into by and between Imagine Learning, LLC (hereafter **"PROVIDER"** or **"Imagine Learning"**) having principal offices at 8860 E. Chaparral Road, Suite 100, Scottsdale, AZ, 85250; and the **Suwannee County School Board** (hereinafter **"CLIENT"**), having principal offices at 1740 Ohio Ave, Live Oak, Florida, 32064.

This Agreement supersedes and cancels any prior agreements and/or understandings between the parties concerning the subject matter. There are no provisions, representations, undertakings, agreements, or collateral agreements between the parties other than as set forth in this Agreement.

The parties by their authorized representatives have entered into this Agreement as of the July 1st, 2023 (the "Effective Date").

CLIENT and PROVIDER agree to the Description of Work contained in Attachment A (Description of Work); Attachment B (Payment Terms and Conditions); Attachment C (Detailed Curriculum Plan); Attachment D (Standard Terms and Conditions) and **Attachment E (E-Verify)**.

This contract shall be effective upon the date upon which it is signed by both the CLIENT and the PROVIDER, whichever is later.

TERM

This Agreement shall be effective on the Effective Date for a period of one (1) year and shall be terminable in accordance with the requirements herein, with the option of one-year renewal after written acceptance and approval from both parties.

Imagine Learning provides both state and nationally aligned courses and is also a state of Florida approved Virtual Instruction Provider (**"VIRTUAL INSTRUCTION PROVIDER"**). Through this VIRUTAL SCHOOL SERVICES AGREEMENT, Imagine Learning offers the CLIENT, the platform, support and flexibility to provide a wide selection of course offerings for students. This VIRTUAL SCHOOL SERVICES AGREEMENT is offered for use with both the CLIENT's teachers ("Partner Teachers") and/or the PROVIDER's teachers ("Imagine Learning Teachers").

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the Effective Date.

CUSTOMER: Suwannee Co. School Board	**IMAGINE LEARNING LLC**
Signature:	Signature:
Printed Name: Ted L. Roush	Printed Name:
Title: Superintendent of Schools	Title:
Date:	Date:
Address: 1740 Ohio Avenue South Live Oak, FL 32064	Address: 8860 East Chaparral Road, Suite 100 Scottsdale, AZ 85250

Chairperson, Suwannee County School Board

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

ATTACHMENT A

Description of Work

As more fully set forth in Attachment B, the PROVIDER is to assist in the operation of a K-12 virtual school that provides a free-to-students, 180-day, or more, online instructional program to eligible students during the 2023-2024 school year. The PROVIDER is to provide each school/district and its staff with the necessary platform, online courses, and support for successful operation of their virtual school. If, and when any instructional staff is provided by PROVIDER, for the delivery of online courses, instructional staff must be highly qualified as identified by ESSA standards and hold a valid Florida teaching certificates under provisions of Chapter 1012, Florida Statutes. The PROVIDER will ensure all employees and contracted personnel undergo background screening as required by F.S.1012.32, Florida Statutes, using state and national criminal history records and will provide a list of instructional employees to the CLIENT for verification of compliance according to the PROVIDER's standard procedures. If additional background checks are required by CLIENT, CLIENT will so state in writing to PROVIDER. PROVIDER will provide information as requested by Client Liaison regarding monitoring. All curriculum and course content used will align to the Florida Standards. The PROVIDER agrees to comply with any student progression plan, student calendar and other standard policies to support a virtual program in compliance with applicable Florida Statutes except as described in the Virtual Instruction Provider's Standard Terms and Conditions incorporated herein. As required in F.S.1002.45, a detailed curriculum plan (available online courses) is provided in Attachment C. The PROVIDER will establish a standard schedule for providing data for required state reporting that enables timely submission to the Department of Education. Using the data provided to PROVIDER by CLIENT, PROVIDER will use commercially reasonable efforts to provide timely, accurate and complete education data. While the education data is under the control of the PROVIDER, PROVIDER will use commercially reasonable security measures and controls as required by FERPA. Further roles of the Client shall include:

1. Manage the enrollment process, including communications with students and parents, regarding the enrollment process.

2. Notify, communicate, and/or provide, support services consistent with the legal requirements for students with special needs. These special needs could be seen in an IEP, including a 504, be an English Language Learner (ELL) or others as mutually identified.

3. Client (i) must keep its passwords secure and confidential; (ii) is solely responsible for its Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Provider promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service's written technical guides and applicable law. Client may allow authorized third parties to access the Service in compliance with the terms of this Agreement, so long as the access is for the sole benefit of Client. Client is responsible for compliance by such Client authorized third parties with this Agreement.

4. Accept standard publications of the PROVIDER for all compliance and documentation purposes (i.e., program guide for information and data about the curriculum, student handbook

for school policies and procedures and hours of personnel availability, state reporting for certification status and physical location of personnel, monthly school report for student -teacher ratios , teacher load limit s, state data submissions and state report cards for completion, promotion, and other accountability outcomes).

5. Provide the PROVIDER with student data so the provider can meet Florida Department of Education reporting requirements to include gender, grade, ethnicity, ELL status, special education, FSA, ELA and math assessment results, EOC data, and graduation data or other data as requested.

6. Pay the VIRTUAL INSTRUCTION PROVIDER in accordance with Attachment B.

ATTACHMENT B

PAYMENT TERMS and CONDITIONS

I. PROVIDER shall provide the Curriculum and/or Instructional Services identified in the Payment Terms and Conditions pricing table (the "Deliverables").

II. PROVIDER will commit its teachers to a student-teacher ratio which is one teacher per 50 students for grades K-5, one teacher per 65 students for grades 6 - 8 and one teacher per 200 students for grades 9 -12.

III. The PROVIDER further warrants that as to each Deliverable produced pursuant to this Contract, PROVIDER's production of the Deliverable and the CLIENT'S use of the Deliverable, will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Section 102-105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision, the PROVIDER warrants that:

a. As to each work of software or other "information technology" as identified in s. 287.0041(11), Florida Statutes, in which copyrights subsist, the PROVIDER has acquired the rights by conveyance or license to any third-party software or other information technology, which was used to produce the Deliverables.

b. As to each image and sound recording incorporated into a Deliverable, the PROVIDER has acquired the necessary rights, releases and waivers from the person whose image or sound is included, or form the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audio-visual, work or sound recording from which the included image or sound was taken.

IV. If there is a modification to the rules and regulations approved by the Florida Board of Education in contradiction to the terms outlined in this contract, the Parties will amend the contract as necessary to bring the contract into accord with the rules and regulations so long as such change does not materially change the Deliverables as currently defined.

V. PROVIDER will implement, maintain, and use appropriate administrative, technical, or physical security measures to the full extent required by Title 20, Section 1232g, United State Code, The Family Educational Right and Privacy Act (FERPA), in order to maintain the confidentiality of student/education records.

VI. PROVIDER has filed for or is the owner of various trademarks and logos. The CLIENT will be granted the use of such logos and trademarks in connection with its virtual school offering but

use of such trademark and logos shall be used only in connection with those serv ices provided under this contract.

VII. PROVIDER will maintain and keep in force Worker's Compensation, Liability and Property Damage Insurance to protect it from claims under worker's compensation claims for personal injury, including death, and claims for damages to any property of the CLIENT, or of the public, which may arise from operations under this Agreement, whether such operations be by PROVIDER, or by any subcontractor or anyone directly or indirectly employed by PROVIDER.

VIII. In no event will the CLIENT or CLIENT's members, CLIENT officers, employees, or agents be responsible or liable for the debts, acts or omissions of the PROVIDER, its officers, employees, or agents. This does not excuse the CLIENT from paying any obligations incurred resulting from this contract, or from the payment of any debts incurred under this contract for lawful termination.

IX. **Method for Conflict Resolution** - Any dispute concerning performance of the contract shall be decided by the CLIENT's designated contract manger, who shall reduce the decision to writing and serve a copy to the PROVIDER. The decision shall be CLIENT's final decision unless within ten (10) days from the date of receipt, the PROVIDER files a petition with the CLIENT for administrative hearing pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the PROVIDER' s ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

X. After exhaustion of administrative remedies or for any claim not cognizable under Chapter 120, Florida Statutes, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state or federal court with jurisdiction over Suwannee County, Florida; in any such action, Florida law shall apply, and the parties waive any right to jury trial.

XI. **TERMINATION** - This contract may only be terminated before its expiration as follows: a) both Parties agree in writing to the termination; orb) if either Party materially breaches the contract, and fail to cure such breach within ninety (90) days following written notification of such breach from the other Party, the non-breaching Party may elect to terminate.

XII. **DEBT RESPONSIBILITY** - As required by Florida Statute, the Virtual Instruction Program is responsible for all debts for CLIENT's virtual instruction program that arise out of the VIRTUAL INSTRUCTION PROVIDER's performance of this contract if the contract is not renewed or is terminated. This does not excuse the CLIENT from paying any obligations incurred resulting from

this contract, or from the payment of any debts incurred under this contract for lawful termination.

XIII. PROVIDER is required to comply with all requirements of Section 1002.45, Florida Statutes and will comply with disclosure requirement s adopted in rule by the Florida Board of Education.

XIV. PUBLIC RECORD - CLIENT agrees that all Imagine Learning Confidential Information, as defined below, is a trade secret, as defined in Section 812.081, Fla. Stat., and is therefore exempt from disclosure as public records under Chapter 119, Florida Statutes. CLIENT agrees to take all commercially- reasonable steps necessary to prevent unauthorized disclosure of Imagine Learning's Confidential Information and Confidential Materials, as defined below. Such steps shall include without limitation, CLIENT'S agreement to promptly notify Imagine Learning of any public records request that, if fulfilled, would result in disclosure of any of Imagine Learning's Confidential Information. CLIENT'S notification will occur before releasing such Confidential Information and in sufficient time to allow forum, or tribunal. Imagine Learning will be solely responsible for the legal defense and cost of asserting the exemption(s) in any proceeding in which the exemption(s) is contested. CLIENT agrees that Imagine Learning has taken all necessary measures to prevent disclosure to unauthorized persons of Imagine Learning's Confidential Information in CLIENT'S possession and that no further warning or labeling is necessary.

"Confidential Information " means any information relative to Imagine Learning, its business, or its operations, that is clearly marked "confidential" or "proprietary", or that ought to be treated as confidential under the circumstances surrounding the disclosure, provided that Confidential Information shall not include information that: (i) at the time of disclosure, or thereafter, becomes publicly known through means other than a party's breach of this Agreement; (ii) was known to the CLIENT as of the time of its disclosure without any obligation of confidentiality, the proof of such knowledge to be the burden of the CLIENT; (iii) was independently developed by the CLIENT without the use of any of the Imagine Learning' s Confidential Information; (iv) was subsequently learned from a third party not under a confidentiality obligation to Imagine Learning or any other party; or (v) is public record pursuant to applicable state law. "Confidential Materials" means all tangible materials containing Confidential Information, including written or printed documents and computer disks or tapes, whether machine or use readable. Imagine Learning's Confidential Information includes the contents of any Imagine Learning Licensed Content, the Software, the Documentation, the Deliverables, Copyright Materials, and other Trade Secret Materials.

XV. JESSICA LUNSFORD ACT - Imagine Learning and its employees are contractors as defined in Sections 1012.467(1)(a), Fla. Stat., and 1012.468(1), Fla. Stat. Imagine Learning and its employees will comply with Sections 1012.465, Fla. Stat., and 1012.467, Fla. Stat., in accordance with Section XVIIM. of the Standard Terms.

XVI. SOVEREIGN IMMUNITY - The parties acknowledge and agree that Client is an agency of the State of Florida for purposes of sovereign immunity and immune from suit except to the extent such immunity has been waived by the state.

XVII. EQUAL OPPORTUNITY - Imagine Learning shall comply with all federal and state laws prohibiting discrimination, including the Florida Civil Rights Act of 1992 and the Florida Educational Equity Act. CLIENT acknowledges that CLIENT and not Imagine Learning decide which students are allowed use of Imagine Learning's Licensed Content.

XVIII. FLORIDA ETHICS LAWS - Imagine Learning will comply with all applicable provisions contained in Chapter 112, F.S. None of CLIENT'S employees or board members has a material interest (as defined in Section 11 2.312(15), Fla. Stat.) in Imagine Learning.

XIX. SALES TAX EXEMPTION - Except to the extent CLIENT provides Imagine Learning with a valid Form DR-14, Consumer's Certificate of Exemption pursuant to Section 212.08, Fla. Stat., Imagine Learning will invoice CLIENT for and CLIENT agrees to promptly pay any sales tax levied by the State of Florida in connection with this Agreement.

XX. FIREARMS - Imagine Learning's employees will not bring a firearm or prohibited weapon onto CLIENT'S property.

XXI. AUDIT - Client may audit Imagine Learning under this Agreement for compliance matters upon reasonable written notice to Imagine Learning. Any such audit will be conducted under normal business hours and days of operation.

XXII. PUBLIC AGENCY CONTRACTS - To the extent that Imagine Learning meets the definition of "contractor" under Section 119.0701 under Florida Statutes, in addition to other contract requirements provided by law, Imagine Learning must comply with public record laws, including the following provisions of Section 119 .0701. Florida Statutes:

a. Keep and maintain public records required by the School Board to perform the service.

b. Upon request from the School Boar d'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 the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of Imagine Learning or keep and maintain public records required by the School Board to perform the service. If Imagine Learning transfers all public records to the School Board upon completion of the contract. Imagine Learning shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Imagine Learning keeps and maintains public records upon completion of the contract. Imagine Learning shall meet all applicable requirement s 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.

e. IF IMAGINE LEARNING HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTACT FOR THE SCHOOL BOARD'S CUSTODIAN OF PUBLIC RECORDS:

NAME: Lorie Norris

PHONE: 386-647-4608

EMAIL: lorie.norris@suwannee.k12.fl.us

ADDRESS: 1740 Ohio Avenue South, Live Oak, FL 32064

f. Imagine Learning acknowledges that the School Board cannot and will not provide legal advice or business advice to Imagine Learning with respect to its obligations pursuant to this section related to public records. Imagine Learning further acknowledges that it will not rely on the School Board or its counsel to provide such business or legal advice and that it has been advised to seek professional advice regarding public records matters addressed by this agreement. Imagine Learning acknowledges that its failure to comply with Florida law and this agreement with respect to public records shall constitute a material breach of this agreement.

ATTACHMENT B (CONT.)
PAYMENT TERMS and CONDITIONS

REPORTING		
Implementation	**School of Enrollment**	**Teacher of Record School of Instruction**
Partner (aka Franchise)	District Public, Charter School, or District Virtual School	District Virtual School
Flex (aka Part-Time)	District Public, Charter School, or District Virtual School	Imagine Learning
Full-Time	7001 (District Student)	7001
	N998 (Home School Student)	

PRICING		
PARTNER		
Item	***Description***	***Course Fee***
K-5*	Semester course and hosting	$65
6-12 (Tier 1)	Semester course and hosting	$45
6-12 (Tier II)	Semester course and hosting (Third Party Courses)	$85

PRICING		
FLEX		
Item	***Description***	***Cost***
Elementary*	Semester course, hosting and instruction	$295
Middle School	Semester course, hosting and instruction	$265
High School	Semester course, hosting and instruction	$265
High School (AP)*	Semester course, hosting and instruction (Advanced Placement)	$325

**Semester workbooks may be ordered for $25 each per subject, per semester course.*
***AP books will be sent to the student after they reach the required completion threshold. When available, books are sent in digital format.*
****Instructional Services Professional Development quoted and sold separately.*

Grace Period: K-5 = 14 Days, 6-12 = 28 Days

Partner enrollments marked "Drop-Grace" within the grace period will not be charged. Partner enrollments past the grace period will be charged in full. Enrollments with Imagine Learning Instructional Services marked "Drop-Grace" within the grace period will not be charged. Enrollments with Imagine Learning Instructional Services after the grace period (other than "successfully completed" enrollments) shall be charged the course fee.

Billing Roster and Invoice

Imagine Learning will send the billing roster to district administrators twice each year, one in by the end of January and one by the end of June. These billing rosters will reflect charges for both successful completions and any course fees. The district administration has seven (7) days after receiving the billing roster for any edit request or to approve the billing roster.

ATTACHMENT C
CURRICULUM PLAN

ENGLISH (6-12)

Florida Course Code	Course Title
1000010	M/J Intensive Reading
1001010	M/J Language Arts 1
1001020	Advanced M/J Language Arts 1
1001040	M/J Language Arts 2
1001050	Advanced M/J Language Arts 2
1001070	M/J Language Arts 3
1001080	Advanced M/J Language Arts 3
1006000	***M/J Journalism 1 A*^***
1006000	***M/J Journalism 1 B*^***
1000412	Intensive Reading 1
1001310	English 1
1001320	English Honors 1
1001340	English 2
1001350	English Honors 2
1001370	English 3
1001380	English Honors 3
1001400	English 4
1001405	English 4: Florida College Prep
1001410	English Honors 4
1001420	AP English Language & Composition
1001430	AP English Literature & Composition
1007300	***Speech 1 A*^***
1007300	***Speech 1 B*^***
1009300	Writing 1*
1009320	***Creative Writing 1*^***
1009370	Writing for College Success*
1000412	Intensive Reading 1

^ Denotes Tier II Course

* Denotes One-Semester Course

ATTACHMENT C

CURRICULUM PLAN (cont.)

Math (6-12)

Florida Course Code	Course Title
1204000	M/J Foundational Skills in Mathematics 6-8
1205010	M/J Grade 6 Mathematics
1205020	M/J Accelerated Mathematics Grade 6
1205040	M/J Grade 7 Mathematics
1205050	M/J Accelerated Mathematics Grade 7
1205070	M/J Grade 8 Pre-Algebra
1200310	Algebra 1
1200320	Algebra I Honors
1200330	Algebra 2
1200340	Algebra 2 Honors
1200370	Algebra 1-A
1200380	Algebra 1-B
1200710	Mathematics for College Algebra
1200400	Foundational Skills in Mathematics 9-12
1202310	AP Calculus AB
1202340	Precalculus Honors
1206310	Geometry
1206320	Geometry Honors
1207350	Mathematics for College Liberal Arts
1210300	Probability and Statistics with Applications Honor
1210305	Mathematics for College Statistics
1210320	AP Statistics

ATTACHMENT C
CURRICULUM PLAN (cont.)

SCIENCE (6-12)

Florida Course Code	Course Title
2000010	M/J Life Science
2001010	M/J Earth/Space Science
2002040	M/J Comprehensive Science 1
2002050	M/J Comprehensive Science 1 Advanced
2002070	M/J Comprehensive Science 2
2002080	M/J Comprehensive Science 2 Advanced
2002100	M/J Comprehensive Science 3
2002110	M/J Comprehensive Science 3 Advanced
2003010	M/J Physical Science
2000310	Biology 1
2000320	Biology 1 Honors
2000340	AP Biology +
2000350	Anatomy and Physiology•
2001310	Earth/Space Science
2001320	Earth/Space Science Honors
2001340	Environmental Science
2001380	AP Environmental Science +
2002400	Integrated Science 1
2002420	Integrated Science 2
2002440	Integrated Science 3
2002500	***Marine Science 1 A*^***
2002500	***Marine Science 1 B*^***
2003310	Physical Science
2003320	Physical Science Honors
2003340	Chemistry 1
2003350	Chemistry 1 Honors
2003380	Physics 1
2003390	Physics 1 Honors

^ Denotes Tier II Course

* Denotes One-Semester Course

\+ Denotes Not Available with Edgenuity Teachers

• Denotes Only Available Via Instructional Services

ATTACHMENT C
CURRICULUM PLAN (cont.)

SOCIAL STUDIES (6-12)

Florida Course Code	Course Title
2100010	M/J United States History
2100020	M/J United States History Advanced
2103015	M/J World Geography*
2106010	M/J Civics
2106020	M/J Civics Advanced
2109010	M/J World History
2109020	M/J World History Advanced
2100310	United States History
2100320	United States History Honors
2100330	AP U.S. History
2100340	***African American History*^***
2101300	***Anthropology^***
2102310	Economics*
2102335	Economics with Financial Literacy*
2102345	Economics with Financial Literacy Honors*
2102372	Personal Financial Literacy*
2103300	World Cultural Geography
2103400	AP Human Geography
2105310	***World Religions*^***
2105340	***Philosophy*^***
2106310	United States Government*
2106320	United States Government Honors*
2106350	***Law Studies*^***
2106420	AP U.S. Government and Politics
2107350	AP Psychology
2109310	World History
2109320	World History Honors
2109420	AP World History: Modern
2109430	***Holocaust Education*^***

^ Denotes Tier II Course

* Denotes One-Semester Course

ATTACHMENT C
CURRICULUM PLAN (cont.)

WORLD LANGUAGES (6-12)

Florida Course Code	Course Title
701000	M/J French Beginning
701010	M/J French Intermediate
702000	M/J German Beginning
702010	M/J German Intermediate
707000	M/J Chinese Beginning
707010	M/J Chinese Intermediate
708000	M/J Spanish Beginning
708010	M/J Spanish Intermediate
701320	French 1
701330	French 2
701340	French 3 Honors
701380	AP French Language & Culture
702320	German 1
702330	German 2
706300	Latin 1
706310	Latin 2
708340	Spanish 1
708350	Spanish 2
708360	Spanish 3 Honors
708400	AP Spanish Language & Culture
711300	Chinese 1
711310	Chinese 2
717300	***American Sign Language 1 A*^***
717300	***American Sign Language 1 B*^***
717310	***American Sign Language 2 A*^***
717310	***American Sign Language 2 B*^***
717312	***American Sign Language 3 Honors A*^***
717312	***American Sign Language 3 Honors B*^***

^ Denotes Tier II Course

* Denotes One-Semester Course

ATTACHMENT C
CURRICULUM PLAN (cont.)

GENERAL ELECTIVES (6-12)

Florida Course Code	Course Title
102040	***M/J Creative Photography 1 A*^***
102040	***M/J Creative Photography 1 B*^***
1301090	***M/J Exploring Music 1 A*^***
1301090	***M/J Exploring Music 1 B*^***
1508000	M/J Fitness – Grade 6*•
1508060	M/J Comprehensive Physical Education Grade 6/7*•
1508070	M/J Comprehensive Physical Education Grade 7/8*•
1700060	M/J Career Research and Decision Making*
200335	AP Computer Science Principles
8000400	Orientation to Career Clusters*
100310	Introduction to Art History*
100320	Art in World Cultures*
200305	Computer Science Discoveries
800300	Health 1: Life Management Skills*
800310	Health 2: Personal Health*•
800320	First Aid and Safety*•
800330	Personal, Social, and Family Relationships*•
1501300	Personal Fitness*
1501310	Fitness for Lifestyle Design*
1501340	Weight Training 1*•
1501380	Personal Fitness Trainer •
1502470	Recreational Activities*•
1502500	Sports Officiating*•
1503350	Team Sports 1*•
1700370	Critical Thinking and Study Skills*
1700380	Career Research and Decision Making (9–12)*
1900300	Driver Education/Traffic Safety - Classroom*•
3026010	HOPE - Physical Education (Core)
1005340	***Classical Literature*^***
1006300	***Journalism 1A*^***
1006300	***Journalism 1B*^***
1006375	***Social Media 1*^***
400660	***Theatre, Cinema and Film Production 1A*^+***
400660	***Theatre, Cinema and Film Production 1B*^+***
2001350	***Astronomy Solar/Galactic A*^***

2001350	*Astronomy Solar/Galactic B*^*
8500300	*Parenting Skills*^*
8506540	*Principles of Interior Design Services*^*
8718110	*3-D Animation Technology 1A*^*
8718110	*3-D Animation Technology 1B*^*
8703130	Hospitality and Tourism Entrepreneurship A*
8703130	Hospitality and Tourism Entrepreneurship B*
9001320	Computer and Network Security Fundamentals A*
9001320	Computer and Network Security Fundamentals B*

^ Denotes Tier II Course

* Denotes One-Semester Course

+ Denotes Not Available with Edgenuity Teachers

• Denotes Only Available Via Instructional Services

ATTACHMENT C
CURRICULUM PLAN (cont.)

CAREER ELECTIVES (6-12)

Florida Course Code	Course Title
8000400	M/J Orientation to Career Clusters*
9009200	Coding Fundamentals 1A* (6-8)
9009200	Coding Fundamentals 1B* (6-8)
8207310	Digital Information Technology
8500120	Personal Financial Literacy*
8812000	Business Ownership
108310	*Creative Photography 1A*^*
108310	*Creative Photography 1B*^*
8800510	*Culinary Arts 1 A*^*
8800510	*Culinary Arts 1 B*^*
8405110	*Early Childhood Education 1A*^*
8405110	*Early Childhood Education 1B*^*
8006120	*Introduction to Alternative Energy A*^*
8006120	*Introduction to Alternative Energy B*^*
8121510	*Introductory Horticulture 2 A*^*
8121510	*Introductory Horticulture 2 B*^*
8500355	*Nutrition and Wellness*^*

8021100	Introduction to Agriculture, Food, & Natural Resources (6-8)*
8109350	Introduction to Architecture and Construction (6-8)*
8417100	Health Science Anatomy and Physiology•
8417211	Nursing Assistant 3 +
8418220	Pharmacy Tech 2 +
8500390	Principles of Food Preparation*
200315	Computer Science Principles

^ ***Denotes Tier II Course***

* Denotes One-Semester Course

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ATTACHMENT C
CURRICULUM PLAN (cont.)

CREDIT RECOVERY (6-12)

Florida Course Code	Course Title
1001315	English 1 for Credit Recovery
1001345	English 2 for Credit Recovery
1001375	English 3 for Credit Recovery
1001402	English 4 for Credit Recovery
1200315	Algebra 1 for Credit Recovery
1200375	Algebra 1-A for Credit Recovery
1200385	Algebra 1-B for Credit Recovery
1206315	Geometry for Credit Recovery
2000315	Biology 1 for Credit Recovery
2003345	Chemistry 1 for Credit Recovery
2100315	United States History for Credit Recovery
2102315	Economics for Credit Recovery*
2102340	Economics with Financial Literacy for Credit Recovery*
2106315	United States Government for Credit Recovery*
2109315	World History for Credit Recovery

* Denotes One-Semester Course

ATTACHMENT C
CURRICULUM PLAN (cont.)

ELEMENTARY (K-5)

Grade	Language Arts	Science	Mathematics	Social Studies
K	5010041	5020010	5012020	5021020
1	5010042	5020020	5012030	5021030
2	5010043	5020030	5012040	5021040
3	5010044	5020040	5012050	5021050
4	5010045	5020050	5012060	5021060
5	5010046	5020060	5012070	5021070

Grade	Health	Physical Education	Art
K	5008020	5015020	Arts & Crafts, K-2
1	5008030	5015030	Art Level 1
2	5008040	5015040	Art Level 2
3	5008050	5015050	Art Level 3
4	5008060	5015060	Art Level 4
5	5008070	5015070	

Other K-5 Courses
Music Recorder Level 1
Keyboarding
Scratch Coding

ATTACHMENT D
IMAGINE LEARNING LLC
TERMS AND CONDITIONS OF COMPANY SERVICES

This "Agreement" (i.e., these Terms and Conditions and the Price Quote for Services into which these Terms and Conditions are incorporated) is made and entered into as of the date of last signature below ("Effective Date") between Imagine Learning LLC, its affiliates and subsidiaries ("Company") and Customer. In consideration of the mutual promises contained herein, the parties hereby agree to the following:

1.1 "Access Protocols" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Services.

1.2 "Authorized User" means any third party who is authorized by Customer to access the Services pursuant to Customer's rights under this Agreement, including any instructors, administrators, other employees, contractors, students authorized by Customer, parents, family members, or other adults associated with a student or parents authorized by Customer.

1.3 "Confidential Information" means all non-public, proprietary or confidential information relating to a "Disclosing Party" that is disclosed or otherwise supplied in confidence to the "Receiving Party" under this Agreement. Company's Confidential Information includes (without limitation) the Services, its user interface design and layout, and pricing information. Confidential Information does not include any aggregated data or De-Identified Data covered by Section 9.4, or any other information that the Receiving Party can establish: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party, free of any restrictions; (b) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; (c) is acquired by the Receiving Party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

1.4 "Confidential Student Information" means information that personally identifies a student who is enrolled or was previously enrolled at the Customer's institution. This term includes the student's name, the name of the student's parents or family members, the student's (or student's family's) address, telephone number, email address, date of birth, place of birth, mother's maiden name, grades, financial information, social security number (or other governmental identification number), biometric information, and other information that alone or in combination would reasonably allow a person or entity to identify the student with reasonable certainty. Confidential Student Information does not include any information regarding persons who do not enroll at the Customer's institution.

1.5 "Customer" means the school or district who is identified in the signature block below or the applicable Price Quote for Services.

1.6 "Customer Content" means any content and information submitted via or in connection with the Services by or on behalf of Customer, an Authorized User, or any other end user of the Services. Customer Content includes student information and records which remain the property of the Customer.

1.7 "De-Identified Data" means any data, including data derived from Confidential Information (and Confidential Student Information) that has had all direct and indirect personal identifiers removed. This includes the removal of any names, identification numbers, dates of birth, address, email address, and telephone number. De-Identified Data does not include any data that alone or in combination would reasonably allow a person or entity to identify a student with reasonable certainty.

1.8 "Documentation" means the technical materials provided by Company to Customer in hard copy or electronic form describing the use and operation of the Services.

1.9 "Instructional Services" means services provided by Company, including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Price Quote for Services. Instructional Services are also subject to the additional terms contained in the attached Addendum.

1.10 "Price Quote for Services" means the order form signed by Customer which references these Terms and Conditions and details the services to be provided to the Customer under this Agreement.

1.11 "Professional Development" means all implementation planning, program design, administrative and instructional training, consulting and coaching for education professionals provided by Company as described in the applicable Price Quote for Services. Professional Development services are subject to the additional terms contained in the attached Addendum.

1.12 "Services" means the services ordered by Customer through the Price Quote for Services and includes the products and services which may include Company courseware, audio, video and other content curriculum, and/or Documentation and software including applets and animations. Services may include Professional Development and/or Instructional Services. Customers' access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Quote or if the Service is terminated for any reason.

1.13 "Supported Environment" means the minimum hardware, software, and connectivity configuration specified from time to time by Company as required for use of the Services. The current requirements (if any) are described in the technical requirements which may be found on Company's website.

2. PROVISION OF SERVICES

2.1 **Access.** Subject to Customer's payment of the fees outlined in the Price Quote for Services and compliance with the terms of this Agreement, Company will provide Customer with access to the Services. Promptly following the Effective Date, Company shall provide to Customer the necessary security protocols and policies, network links or connections and Access Protocols to allow Customer and its Authorized Users to access the Services in accordance with the Price Quote for Services (or this Agreement).

2.2 **Support Services**. Company will provide Customer with the support services described at http://help.imaginelearning.com/hc/en-us.

2.3 **Hosting.** Company shall, at its own expense, provide for the hosting of the Services, provided that nothing herein shall be construed to require Company to provide for, or bear any responsibility with respect to any telecommunications or computer network hardware required by Customer, any Authorized User or any other user to provide access from the Internet to the Services.

3. INTELLECTUAL PROPERTY

3.1 **License Grant.** Subject to the terms and conditions of this Agreement, Company grants to Customer a non-exclusive, non-sublicensable, non-transferable license during the Term, solely for Customer's internal educational and training purposes and in accordance with this Agreement. This Agreement permits only Customer and Customer's Authorized Users to access and use the Services detailed on the Price Quote for Services in accordance with the Documentation. Licenses are available to access Services throughout the Term by Authorized Users not to exceed specific quantities stated on Price Quote for Services. License and Service types are listed below. Only those License and Service types listed on the Price Quote for Services are applicable to this Agreement.

a) **Concurrent License** - provides access to Services throughout the Term by all Authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing product simultaneously cannot exceed total quantity of licenses purchased.

b) **Reusable License** - provides access to Services throughout the Term by all Authorized Users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.

c) **Single User** - available to a single User identified by name and designated as the sole student user of the specific license throughout the Term. Licenses cannot be transferred to another user.

d) **Site License** - provides access to Services throughout the Term by all Authorized Users located at the specific physical site identified on the Price Quote. Must be a traditional brick and mortar educational institution that provides educational services to students at a common physical location. Not available for virtual schools.

e) **Virtual School** - Customer that is (a) a private school where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student enrolled in a program by faculty or tutoring provider and such services are the primary purpose of enrollment by students; or (c) a public program implemented by a school district where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record; and (d) with respect to (a), (b), and (c) a Virtual School is not a school that sells licenses or access to educational software on a standalone basis or sells licenses or access to educational software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

3.2 Restrictions. Customer agrees that it will not, nor will Customer cause or permit any Authorized User or other party to: (a) allow any third party to access the Services or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the Services or Documentation; (c) sublicense, lease, rent, sell, resell, loan, distribute, transfer or otherwise allow the use of the Services or Documentation for the benefit of any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Services, except as permitted by law; (e) create derivative works based on the Services or Documentation; (f) use the Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (g) interfere with or disrupt the integrity or performance of the Services; or (g) access the Services to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

3.3 Ownership. Except for the licenses granted by Company under this Agreement, as between Company and Customer, Company owns all right, title and interest (including, but not limited to, all copyright, patent, trademark and trade secret rights) in and to the Services and Documentation.

3.4 Open Source Software. Certain items of software used in the Services are subject to "open source" or "free software" licenses ("Open Source Software"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.1, 3.2, or 10. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If and to the extent required by any license for particular Open Source Software, Company makes such Open Source Software, and Company modifications to that Open Source Software, available by written request at the notice address specified on the Price Quote for Services.

4. FEES. Company shall invoice Customer for fees on the schedule set forth on the Price Quote for Services ("Fees") and the amounts set forth in such invoices shall be due from Customer net thirty (30) days of receipt. Non-payment or late payment of undisputed fees is a material breach of this Agreement.

Company may terminate the Agreement and/or terminate or suspend Customer's access to Services within ten (10) days after Customer receipt of a notice of non-payment of amounts owed under that Price Quote for Services. Company may change the amount of the Fees for any upcoming Renewal Term, provided that Company provides Customer with written notice of such change at least sixty (60) days prior to the first day of such Renewal Term. All taxes and other governmental charges (except for income taxes), if any, imposed on Customer payments hereunder shall be deemed to be in addition to the Fees charged, and borne solely by Customer except to the extent that Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. FUNDING-OUT CLAUSE. If Customer is a governmental entity receiving federal funds, Customer's payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Company in writing at least thirty (30) calendar days before termination. Upon termination, Company will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.

6. CUSTOMER CONTENT AND RESPONSIBILITIES

6.1 License; Ownership. Customer hereby grants Company a non-exclusive, worldwide, royalty-free, fully paid and transferable license (a) to use the Customer Content as necessary solely or the purposes of providing the Services under this Agreement; and (b) to use Customer's trademarks, service marks, and logos as required to provide the Services (but not for use with an audience beyond that of Authorized Users). As between the parties, Customer owns all right, title and interest in the Customer Content.

6.2 Customer Warranty. Customer represents and warrants that (a) prior to using the Services in connection with any Authorized User, Customer shall have obtained any necessary consent to contact such Authorized User via the Services in such form as required to comply with applicable law; (b) that its use of the Services will otherwise comply with all applicable laws; and (c) the Customer Content shall not (i) infringe any copyright, trademark, or patent right; (ii) misappropriate any trade secret; (iii) be deceptive, libelous, obscene, pornographic or unlawful; (iv) contain any viruses, worms or other malicious computer programming codes intended to damage Company's system or data; or (v) otherwise violate any privacy or other right of any third party.

6.3 Authorized User Access. Customer may permit any Authorized Users to access and use the features and functions of the Services as contemplated by this Agreement. Each Authorized user must be granted a unique User ID. User IDs cannot be shared or used by more than one Authorized User at a time. Customer is solely responsible for maintaining the confidentiality of Access Protocols and Company will not be liable for any activities undertaken by anyone using Customer's Access Protocols. Customer will immediately notify Company of any unauthorized use of its Access Protocols or any other breach of security relating to the Services known to Customer.

6.4 Customer Responsibility for Access, Content and Security. Except to the extent expressly specified on the Price Quote for Services, Company is not obligated to back up any Customer Content; the Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content. Customer must maintain the Supported Environment (if any) described in the Price Quote for Services.

7. WARRANTIES AND DISCLAIMERS

7.1 Limited Warranty. Company warrants that it will make commercially reasonable efforts to maintain the online availability of the Services. CUSTOMER'S EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR COMPANY TO REPAIR THE NON-CONFORMING SERVICE, OR IF COMPANY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN COMPANY MAY TERMINATE ACCESS TO THE SERVICES AND REFUND A PORTION OF THE FEE.

7.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, THE DOCUMENTATION, AND SERVICES ARE PROVIDED "AS IS," AND COMPANY MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

8. LIMITATION OF LIABILITY. EXCLUDING EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN IN RESPECT OF THIRD-PARTY CLAIMS, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS PERFORMANCE HEREUNDER AND (B) IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER AS A RESULT OF ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE APPLICABLE SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE ACT OR OMISSION GIVING RISE TO SUCH CLAIM. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO CUSTOMER.

9. CONFIDENTIALITY; PRIVACY

9.1 Confidentiality. During the Term, each party ("Disclosing Party") may provide the other party ("Receiving Party") with Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Disclosing Party's Confidential Information to Authorized Users (with respect to Customer as Receiving Party) or to those employees who have a need to know such Confidential Information to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement, and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon the expiration or termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall provide to the Disclosing Party a written affidavit certifying compliance with this sentence.

9.2 Privacy. Company will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations ("Applicable Laws") applicable to its performance under this Agreement, including without limitation the Family Educational Rights and Privacy Act and the Children's Online Privacy Protection Act. Company's Privacy Policy (as may be updated by Company from time to time), which is incorporated by reference into these terms and conditions, contains additional terms regarding Company's use of Confidential Student Information. Customers and Authorized

Users may view Company's privacy policy at https://www.imaginelearning.com/privacy ("Privacy Policy"). Customer is responsible for providing notice of its own privacy policy to parents of its students and is solely responsible for obtaining any necessary parental consents for students to use the Services.

9.3 Data Security. Company agrees that it will store and process Confidential Information, including Confidential Student Information, in accordance with customary industry standards. Company shall implement and maintain commercially reasonable administrative, technical and physical security measures designed to protect Confidential Information from unauthorized access, disclosure and use. Company will conduct periodic risk assessments and remediate identified material security vulnerabilities in a commercially reasonable manner. Company will have a written data breach response plan and will take commercially reasonable steps to notify the Customer once it becomes aware of a data breach known to involve, or likely involving, Customer Confidential Information. Company will cooperate with the Customer to comply with any applicable data breach notification laws.

9.4 Aggregated and De-Identified Data. Company may use aggregated data and De-Identified Data for product development, research, marketing, and other purposes as set forth in the Company's Privacy Policy.

9.5 Confidential Student Information Return and Destruction. Upon termination or expiration of this Agreement or thereafter, at the Customer's written request, Company shall, in a reasonable period of time, return all Confidential Student Information to Customer or shall destroy such Confidential Student Information that Company knows it possesses to the extent that destruction is reasonably practicable. Company shall not be required to return or destroy aggregated data or De-Identified Data. Customer acknowledges that some data may remain in archive or other files following Company's commercially reasonable attempt to return or destroy Confidential Student Information. Company may transfer Confidential Student Information and De-Identified Data or aggregated data to its successor pursuant to a merger, consolidation or sale of substantially all of its assets pursuant to Section 13 of this Agreement.

10. INDEMNIFICATION

10.1 By COMPANY. Company shall indemnify, defend and hold harmless Customer against any third-party claims that the use of the Services as permitted hereunder infringes any copyright, US patent or other intellectual property right of a third party, and Company shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Company. If any portion of the Services becomes, or in Company's opinion is likely to become, the subject of a claim of infringement, Company may, at Company's option, and as Customer's sole and exclusive remedy therefor: (a) procure for Customer the right to continue using the Services; (b) replace the Services with non-infringing software or services which do not materially impair the functionality of the Services; (c) modify the Services so that the Services become non-infringing; or (d) terminate this Agreement and refund any fees paid by Customer to Company for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the Documentation and Services. Notwithstanding the foregoing, Company shall have no obligation under this Section 10.1 or otherwise with respect to any third-party claim based upon (i) any use of the Services not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Services in combination with other products, equipment, software or data not supplied by Company; or (iii) any modification of the Services by any person other than Company or its authorized agents. This Section 10.1 states the sole and exclusive remedy of Customer and the entire liability of Company, and any of the officers, directors, employees, shareholders, contractors or representatives of Company, for claims and actions described in this Section 10.1.

10.2 By Customer. To the maximum extent allowed by applicable law, Customer shall indemnify defend and hold harmless Company against any third-party claims arising out of (a) any failure by Customer or any Authorized User to comply with applicable laws, rules and regulations (including those promulgated by U.S. federal or state regulatory authorities) in connection with its activities hereunder, including without limitation its provision and Company's authorized use of Customer Content (possibly including student information) hereunder or failure to obtain required consent from any Authorized User or other end users, (b) Customer's

unauthorized use of Services hereunder and/or (c) Customer's breach or alleged breach of any of its covenants, representations or warranties hereunder, and Customer shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Customer. This Section 10.2 states the sole and exclusive remedy of Company and the entire liability of Customer, and any of the officers, directors, employees, shareholders, contractors or representatives of Customer, for the claims and actions described in this Section 10.2. SOVEREIGN IMMUNITY - The parties acknowledge and agree that Client is an agency of the State of Florida for purposes of sovereign immunity and immune from suit except to the extent such immunity has been waived by the state.

10.3 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit, provided, however, that failure to give prompt notice will not relieve the indemnifying party of any liability hereunder (except to the extent the indemnifying party has suffered actual material prejudice by such failure); (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall (at the indemnifying party's expense) reasonably cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

11. TERM AND TERMINATION

11.1 Term. This Agreement shall be for the term (the "Initial Term") of any Services purchased pursuant to a Price Quote for Services and shall thereafter renew for one (1) year terms (each a "Renewal Term") upon the mutual written consent of the parties prior to the expiration of the then-current term. The Initial Term and the Renewal Terms (if any) are, collectively, the "Term." Customer only has the right to use the Services during the Term.

11.2 Termination. Either party may terminate this Agreement immediately upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after its receipt of written notice of such breach.

11.3 Effect of Termination. Immediately upon termination of this Agreement, (a) the licenses granted to either party shall immediately terminate; and (b) Company shall cease to make available and Customer shall cease to use the Services. Termination shall not relieve Customer's obligation to pay all charges accrued through the effective date of termination. Sections 3.3, 6.4, 7, 8, 9, 10, 11.3, 12 and 13 will survive the expiration or termination of this Agreement.

12. GOVERNING LAW AND VENUE If Customer is a public school or district or other state or municipal governmental agency (a "Public School"), this Agreement and any action related thereto will be governed and interpreted by and under the laws of the state where the Customer resides, excluding any conflict of law principles. Otherwise, this Agreement will be governed by the laws of the state of Arizona. Each party expressly waives any objection that it may have based on improper venue or forum non-conveniens to the conduct of any such suit or action in any state or federal court located in the state where the Customer resides, if Customer is a Public School. If Customer is not a Public School, such venue shall be state or federal court located in Phoenix, Arizona. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its use of the Services hereunder.

13. MISCELLANEOUS.

13.1 Press Releases. If requested by Company, Customer agrees to cooperate in good faith with Company on a press release following execution of this Agreement and agrees to allow Company to list (using Customer's name and/or Customer's logo, as determined by Company) Customer as a customer on Company's website or in documentation to be shared electronically or in print.

13.2 Independent Contractors. The parties are independent contractors and nothing in this Agreement shall be deemed to create the relationship of partners, joint venturers, employer-employee, master-servant, or franchisor-franchisee between the parties. Neither party is, or will hold itself out to be, an agent of the other party. Neither party is authorized to enter into any contractual commitment on behalf of the other party.

13.3 No Additional Terms and Order of Precedence. These Terms and Conditions, together with the attached Price Quote for Services(s), contain the entire agreement of the parties and supersedes any prior or present understanding or communications regarding its subject matter, and may only be amended in a writing signed by both parties. In the event of a conflict between the terms in the Price Quote for Services and the Agreement, the terms contained in this Agreement shall control unless otherwise expressly stated in the Price Quote for Services.

13.4 Severability. In the event any provision of this Agreement is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect.

13.5 Assignment. Neither party shall assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to its successor pursuant to a merger, consolidation or sale of substantially all of its business or assets related to this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

13.6 Force Majeure. Neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance (other than payment of Fees due hereunder) caused by reasons beyond its reasonable control, including, but not limited to, acts of God, pandemics, epidemics, war, terrorism, strikes, failure of suppliers, fires, floods or earthquakes.

13.7 Export. The use of the Services is subject to U.S. export control laws and may be subject to similar regulations in other countries. Customer agrees to comply with all such laws.

13.8 Notice. Any notice given under this Agreement shall be in writing and shall be sent via priority mail by a nationally recognized express delivery service addressed to the address and the signatory set forth in the Price Quote for Services set forth above. Such notice shall also be sent via email to the email address set forth in the Price Quote for Services set forth above.

13.9 No Third Party Beneficiary. There are no third-party beneficiaries to this Agreement.

13.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall be taken together and deemed one instrument.

Virtual Services Agreement

Addendum for Instructional Services and Professional Development

1. **APPLICABILITY.** These additional terms and conditions apply if the Quote includes the purchase of Instructional Services or Professional Development Services from Imagine Learning LLC and its affiliates and subsidiaries ("Company"). In the event of a conflict between these additional terms and the Company's Terms and Conditions of Company Services, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services. Capitalized terms used, but not defined, in this addendum have the meanings set forth in the Term and Conditions of Company Services.

2. **CUSTOMER LIAISON.** Customer will designate an individual to serve as its primary liaison to Company for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Services.

3. **HOURS OF AVAILABILITY.** Company Instructional and Professional Development Services will be available during the business hours specified by Company, or if Customer requires Instructional Services for certain times or additional hours, such requirements must be specified in the Quote prior to the beginning of the term of Customer's purchase of Services. Requests for access to Instructional or Professional Development Services not already provided for in the Quote must be made or approved by the Customer Liaison, and may result in additional charges.

4. **NO GUARANTY OF OUTCOMES.** Company cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.

5. **INSTRUCTIONAL SERVICES.** If specified in the Quote, Company will provide virtual access to teachers or coaches (or both) ("Company Instructors") who are hired, trained, supervised, and paid by Company, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Services (the "Virtual Programs"). Customer is responsible for (a) providing secure internet access for End Users to use the Virtual Programs; (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and Customer policies; (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Company Instructors and students and parents; (d) determining appropriate student courses and verifying student schedules; (e) monitoring student attendance and ensuring compliance with applicable state requirements; and (f) assisting students not making adequate progress.

   a. **Instructor Requirements.** Customer shall be responsible for advising Company of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Company Instructors as may be imposed by Applicable Law ("Instructor Requirements"). Company shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Company Instructors, and for ensuring that all Company Instructors meet and comply with Instructor Requirements.

   b. **Exceptional Student Services.** If Customer is a public entity receiving federal funds, Customer is considered the "Local Educational Agency," or LEA, as that term is defined by Applicable Law, and Customer is solely responsible for the provision of any special education services. Company's services do not include (i) providing special education services; (ii) creating, implementing or providing Individualized Education Programs ("IEP"); (iii) providing reasonable accommodations or any services to insure compliance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act, or any other Applicable Law. Notwithstanding the foregoing, Company will discuss, formulate and make reasonable adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, provided that Customer provides necessary IEPs and section 504 documentation to Company. Customer shall be solely responsible for the costs of any required adjustments or accommodations.

c. **State Testing.** Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing by End Users. Customer is also responsible for receiving, distributing, administering, proctoring and returning all state mandated standardized tests under applicable state law, policies and procedures.

d. **Reporting and Withdrawal of Students/End Users.** Where reporting of student results is required by Applicable Law, Customer shall be responsible for ensuring the accuracy and completeness of student information used, relied upon, or reported by Company in providing the Instructional Services, and shall promptly notify Company if any student information needs to be corrected or updated. Upon notice to Customer, Company reserves the right to withdraw End User access for students who fail to take required tests or maintain adequate progress.

6. **PROFESSIONAL DEVELOPMENT SERVICES.** If included in the Quote, Company may also provide Professional Development Services, ("PD Services") which may include training and instruction to Customer's instructors and administrators on the implementation and use of the Services, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in the Quote. Customer shall be solely responsible for providing necessary equipment and secure internet access to facilitate the PD Services, and for scheduling the PD Services at least two (2) weeks in advance.

   a. **Charges for PD Services.** Before delivering Professional Development Services, Company must receive a signed Quote specifying the number of hours included and the cost of the services provided, and all necessary setup and implementation services required to demonstrate and use the Services must be completed. Professional Development Services will be available for use by Customer only during the Term of the Subscription.

   b. **Use of Customer's Facilities.** If Company will be providing any PD Services at Customer's premises, Customer shall advise Company in advance of any Instructor Requirements for Company personnel, and Company will be responsible for insuring that all Professional Development personnel meet and comply with all such requirements.

   c. **Forfeiture & Cancellation of PD Services.** Professional Development services purchased but not scheduled and delivered within the first year of the Term may be forfeited without notice. Customer agrees to reimburse Company for travel and other out-of-pocket expenses incurred if Professional Development services are changed or cancelled less than 48 hours prior to the scheduled delivery date. Company reserves time exclusively for the Customer once Professional Development services have been scheduled. If Customer is a no-show or cancels scheduled Professional Development services in less than 48 hours before the scheduled delivery date, Customer may be charged for the scheduled services. The Parties must document in writing and sign any and all grace periods or extension of time for delivery of Professional Development Services.

7. **NO UNAUTHORIZED RECORDING OR REPRODUCTION.** All content delivered by Company as part of Instructional or PD Services are the property of Company, and customer may not record, reproduce or copy such content without Company's express written authorization.

ATTACHMENT E

1. E-Verify. Effective July 1, 2020

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

B. Subcontractors

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

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

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

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

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

E-Verify Number: 1784719

VIRTUAL SCHOOL SERVICES AGREEMENT

This Agreement for services ("Agreement") made and entered into by and between Imagine Learning, LLC (hereafter "**PROVIDER**" or "**Imagine Learning**") having principal offices at 8860 E. Chaparral Road, Suite 100, Scottsdale, AZ, 85250; and the **Suwannee County School Board** (hereinafter "**CLIENT**"), having principal offices at 1740 Ohio Ave, Live Oak, Florida, 32064.

This Agreement supersedes and cancels any prior agreements and/or understandings between the parties concerning the subject matter. There are no provisions, representations, undertakings, agreements, or collateral agreements between the parties other than as set forth in this Agreement.

The parties by their authorized representatives have entered into this Agreement as of the July 1st, 2023 (the "Effective Date").

CLIENT and PROVIDER agree to the Description of Work contained in Attachment A (Description of Work); Attachment B (Payment Terms and Conditions); Attachment C (Detailed Curriculum Plan); Attachment D (Standard Terms and Conditions) and **Attachment E (E-Verify).**

This contract shall be effective upon the date upon which it is signed by both the CLIENT and the PROVIDER, whichever is later.

TERM

This Agreement shall be effective on the Effective Date for a period of one (1) year and shall be terminable in accordance with the requirements herein, with the option of one-year renewal after written acceptance and approval from both parties.

Imagine Learning provides both state and nationally aligned courses and is also a state of Florida approved Virtual Instruction Provider ("**VIRTUAL INSTRUCTION PROVIDER**"). Through this VIRUTAL SCHOOL SERVICES AGREEMENT, Imagine Learning offers the CLIENT, the platform, support and flexibility to provide a wide selection of course offerings for students. This VIRTUAL SCHOOL SERVICES AGREEMENT is offered for use with both the CLIENT's teachers ("Partner Teachers") and/or the PROVIDER's teachers ("Imagine Learning Teachers").

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the Effective Date.

CUSTOMER: Suwannee Co. School Board	**IMAGINE LEARNING LLC**
Signature:	Signature:
Printed Name: Ted L. Roush	Printed Name:
Title: Superintendent of Schools	Title:
Date:	Date:
Address: 1740 Ohio Avenue South Live Oak, FL 32064	Address: 8860 East Chaparral Road, Suite 100 Scottsdale, AZ 85250

Chairperson, Suwannee County School Board

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

ATTACHMENT A

Description of Work

As more fully set forth in Attachment B, the PROVIDER is to assist in the operation of a K-12 virtual school that provides a free-to-students, 180-day, or more, online instructional program to eligible students during the 2023-2024 school year. The PROVIDER is to provide each school/district and its staff with the necessary platform, online courses, and support for successful operation of their virtual school. If, and when any instructional staff is provided by PROVIDER, for the delivery of online courses, instructional staff must be highly qualified as identified by ESSA standards and hold a valid Florida teaching certificates under provisions of Chapter 1012, Florida Statutes. The PROVIDER will ensure all employees and contracted personnel undergo background screening as required by F.S.1012.32, Florida Statutes, using state and national criminal history records and will provide a list of instructional employees to the CLIENT for verification of compliance according to the PROVIDER's standard procedures. If additional background checks are required by CLIENT, CLIENT will so state in writing to PROVIDER. PROVIDER will provide information as requested by Client Liaison regarding monitoring. All curriculum and course content used will align to the Florida Standards. The PROVIDER agrees to comply with any student progression plan, student calendar and other standard policies to support a virtual program in compliance with applicable Florida Statutes except as described in the Virtual Instruction Provider's Standard Terms and Conditions incorporated herein. As required in F.S.1002.45, a detailed curriculum plan (available online courses) is provided in Attachment C. The PROVIDER will establish a standard schedule for providing data for required state reporting that enables timely submission to the Department of Education. Using the data provided to PROVIDER by CLIENT, PROVIDER will use commercially reasonable efforts to provide timely, accurate and complete education data. While the education data is under the control of the PROVIDER, PROVIDER will use commercially reasonable security measures and controls as required by FERPA. Further roles of the Client shall include:

1. Manage the enrollment process, including communications with students and parents, regarding the enrollment process.

2. Notify, communicate, and/or provide, support services consistent with the legal requirements for students with special needs. These special needs could be seen in an IEP, including a 504, be an English Language Learner (ELL) or others as mutually identified.

3. Client (i) must keep its passwords secure and confidential; (ii) is solely responsible for its Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Provider promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service's written technical guides and applicable law. Client may allow authorized third parties to access the Service in compliance with the terms of this Agreement, so long as the access is for the sole benefit of Client. Client is responsible for compliance by such Client authorized third parties with this Agreement.

4. Accept standard publications of the PROVIDER for all compliance and documentation purposes (i.e., program guide for information and data about the curriculum, student handbook

for school policies and procedures and hours of personnel availability, state reporting for certification status and physical location of personnel, monthly school report for student -teacher ratios , teacher load limit s, state data submissions and state report cards for completion, promotion, and other accountability outcomes).

5. Provide the PROVIDER with student data so the provider can meet Florida Department of Education reporting requirements to include gender, grade, ethnicity, ELL status, special education, FSA, ELA and math assessment results, EOC data, and graduation data or other data as requested.

6. Pay the VIRTUAL INSTRUCTION PROVIDER in accordance with Attachment B.

Virtual Services Agreement

ATTACHMENT B

PAYMENT TERMS and CONDITIONS

I. PROVIDER shall provide the Curriculum and/or Instructional Services identified in the Payment Terms and Conditions pricing table (the "Deliverables").

II. PROVIDER will commit its teachers to a student-teacher ratio which is one teacher per 50 students for grades K-5, one teacher per 65 students for grades 6 - 8 and one teacher per 200 students for grades 9 -12.

III. The PROVIDER further warrants that as to each Deliverable produced pursuant to this Contract, PROVIDER's production of the Deliverable and the CLIENT'S use of the Deliverable, will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Section 102-105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision, the PROVIDER warrants that:

a. As to each work of software or other "information technology" as identified in s. 287.0041(11), Florida Statutes, in which copyrights subsist, the PROVIDER has acquired the rights by conveyance or license to any third-party software or other information technology, which was used to produce the Deliverables.

b. As to each image and sound recording incorporated into a Deliverable, the PROVIDER has acquired the necessary rights, releases and waivers from the person whose image or sound is included, or form the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audio-visual, work or sound recording from which the included image or sound was taken.

IV. If there is a modification to the rules and regulations approved by the Florida Board of Education in contradiction to the terms outlined in this contract, the Parties will amend the contract as necessary to bring the contract into accord with the rules and regulations so long as such change does not materially change the Deliverables as currently defined.

V. PROVIDER will implement, maintain, and use appropriate administrative, technical, or physical security measures to the full extent required by Title 20, Section 1232g, United State Code, The Family Educational Right and Privacy Act (FERPA), in order to maintain the confidentiality of student/education records.

VI. PROVIDER has filed for or is the owner of various trademarks and logos. The CLIENT will be granted the use of such logos and trademarks in connection with its virtual school offering but

use of such trademark and logos shall be used only in connection with those serv ices provided under this contract.

VII. PROVIDER will maintain and keep in force Worker's Compensation, Liability and Property Damage Insurance to protect it from claims under worker's compensation claims for personal injury, including death, and claims for damages to any property of the CLIENT, or of the public, which may arise from operations under this Agreement, whether such operations be by PROVIDER, or by any subcontractor or anyone directly or indirectly employed by PROVIDER.

VIII. In no event will the CLIENT or CLIENT's members, CLIENT officers, employees, or agents be responsible or liable for the debts, acts or omissions of the PROVIDER, its officers, employees, or agents. This does not excuse the CLIENT from paying any obligations incurred resulting from this contract, or from the payment of any debts incurred under this contract for lawful termination.

IX. **Method for Conflict Resolution** - Any dispute concerning performance of the contract shall be decided by the CLIENT's designated contract manger, who shall reduce the decision to writing and serve a copy to the PROVIDER. The decision shall be CLIENT's final decision unless within ten (10) days from the date of receipt, the PROVIDER files a petition with the CLIENT for administrative hearing pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the PROVIDER' s ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

X. After exhaustion of administrative remedies or for any claim not cognizable under Chapter 120, Florida Statutes, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state or federal court with jurisdiction over Suwannee County, Florida; in any such action, Florida law shall apply, and the parties waive any right to jury trial.

XI. **TERMINATION** - This contract may only be terminated before its expiration as follows: a) both Parties agree in writing to the termination; orb) if either Party materially breaches the contract, and fail to cure such breach within ninety (90) days following written notification of such breach from the other Party, the non-breaching Party may elect to terminate.

XII. **DEBT RESPONSIBILITY** - As required by Florida Statute, the Virtual Instruction Program is responsible for all debts for CLIENT's virtual instruction program that arise out of the VIRTUAL INSTRUCTION PROVIDER's performance of this contract if the contract is not renewed or is terminated. This does not excuse the CLIENT from paying any obligations incurred resulting from

this contract, or from the payment of any debts incurred under this contract for lawful termination.

XIII. PROVIDER is required to comply with all requirements of Section 1002.45, Florida Statutes and will comply with disclosure requirement s adopted in rule by the Florida Board of Education.

XIV. PUBLIC RECORD - CLIENT agrees that all Imagine Learning Confidential Information, as defined below, is a trade secret, as defined in Section 812.081, Fla. Stat., and is therefore exempt from disclosure as public records under Chapter 119, Florida Statutes. CLIENT agrees to take all commercially- reasonable steps necessary to prevent unauthorized disclosure of Imagine Learning's Confidential Information and Confidential Materials, as defined below. Such steps shall include without limitation, CLIENT'S agreement to promptly notify Imagine Learning of any public records request that, if fulfilled, would result in disclosure of any of Imagine Learning's Confidential Information. CLIENT'S notification will occur before releasing such Confidential Information and in sufficient time to allow forum, or tribunal. Imagine Learning will be solely responsible for the legal defense and cost of asserting the exemption(s) in any proceeding in which the exemption(s) is contested. CLIENT agrees that Imagine Learning has taken all necessary measures to prevent disclosure to unauthorized persons of Imagine Learning's Confidential Information in CLIENT'S possession and that no further warning or labeling is necessary.

"Confidential Information " means any information relative to Imagine Learning, its business, or its operations, that is clearly marked "confidential" or "proprietary", or that ought to be treated as confidential under the circumstances surrounding the disclosure, provided that Confidential Information shall not include information that: (i) at the time of disclosure, or thereafter, becomes publicly known through means other than a party's breach of this Agreement; (ii) was known to the CLIENT as of the time of its disclosure without any obligation of confidentiality, the proof of such knowledge to be the burden of the CLIENT; (iii) was independently developed by the CLIENT without the use of any of the Imagine Learning' s Confidential Information; (iv) was subsequently learned from a third party not under a confidentiality obligation to Imagine Learning or any other party; or (v) is public record pursuant to applicable state law. "Confidential Materials" means all tangible materials containing Confidential Information, including written or printed documents and computer disks or tapes, whether machine or use readable. Imagine Learning's Confidential Information includes the contents of any Imagine Learning Licensed Content, the Software, the Documentation, the Deliverables, Copyright Materials, and other Trade Secret Materials.

XV. JESSICA LUNSFORD ACT - Imagine Learning and its employees are contractors as defined in Sections 1012.467(1)(a), Fla. Stat., and 1012.468(1), Fla. Stat. Imagine Learning and its employees will comply with Sections 1012.465, Fla. Stat., and 1012.467, Fla. Stat., in accordance with Section XVIIM. of the Standard Terms.

XVI. SOVEREIGN IMMUNITY - The parties acknowledge and agree that Client is an agency of the State of Florida for purposes of sovereign immunity and immune from suit except to the extent such immunity has been waived by the state.

XVII. EQUAL OPPORTUNITY - Imagine Learning shall comply with all federal and state laws prohibiting discrimination, including the Florida Civil Rights Act of 1992 and the Florida Educational Equity Act. CLIENT acknowledges that CLIENT and not Imagine Learning decide which students are allowed use of Imagine Learning's Licensed Content.

XVIII. FLORIDA ETHICS LAWS - Imagine Learning will comply with all applicable provisions contained in Chapter 112, F.S. None of CLIENT'S employees or board members has a material interest (as defined in Section 11 2.312(15), Fla. Stat.) in Imagine Learning.

XIX. SALES TAX EXEMPTION - Except to the extent CLIENT provides Imagine Learning with a valid Form DR-14, Consumer's Certificate of Exemption pursuant to Section 212.08, Fla. Stat., Imagine Learning will invoice CLIENT for and CLIENT agrees to promptly pay any sales tax levied by the State of Florida in connection with this Agreement.

XX. FIREARMS - Imagine Learning's employees will not bring a firearm or prohibited weapon onto CLIENT'S property.

XXI. AUDIT - Client may audit Imagine Learning under this Agreement for compliance matters upon reasonable written notice to Imagine Learning. Any such audit will be conducted under normal business hours and days of operation.

XXII. PUBLIC AGENCY CONTRACTS - To the extent that Imagine Learning meets the definition of "contractor" under Section 119.0701 under Florida Statutes, in addition to other contract requirements provided by law, Imagine Learning must comply with public record laws, including the following provisions of Section 119 .0701. Florida Statutes:

a. Keep and maintain public records required by the School Board to perform the service.

b. Upon request from the School Boar d'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 the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of Imagine Learning or keep and maintain public records required by the School Board to perform the service. If Imagine Learning transfers all public records to the School Board upon completion of the contract. Imagine Learning shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Imagine Learning keeps and maintains public records upon completion of the contract. Imagine Learning shall meet all applicable requirement s 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.

e. IF IMAGINE LEARNING HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTACT FOR THE SCHOOL BOARD'S CUSTODIAN OF PUBLIC RECORDS:

NAME: Lorie Norris

PHONE: 386-647-4608

EMAIL: lorie.norris@suwannee.k12.fl.us

ADDRESS: 1740 Ohio Avenue South, Live Oak, FL 32064

f. Imagine Learning acknowledges that the School Board cannot and will not provide legal advice or business advice to Imagine Learning with respect to its obligations pursuant to this section related to public records. Imagine Learning further acknowledges that it will not rely on the School Board or its counsel to provide such business or legal advice and that it has been advised to seek professional advice regarding public records matters addressed by this agreement. Imagine Learning acknowledges that its failure to comply with Florida law and this agreement with respect to public records shall constitute a material breach of this agreement.

Virtual Services Agreement

ATTACHMENT B (CONT.)
PAYMENT TERMS and CONDITIONS

REPORTING		
Implementation	**School of Enrollment**	**Teacher of Record School of Instruction**
Partner (aka Franchise)	District Public, Charter School, or District Virtual School	District Virtual School
Flex (aka Part-Time)	District Public, Charter School, or District Virtual School	Imagine Learning
Full-Time	7001 (District Student)	7001
	N998 (Home School Student)	

PRICING		
PARTNER		
Item	***Description***	***Course Fee***
K-5*	Semester course and hosting	$65
6-12 (Tier 1)	Semester course and hosting	$45
6-12 (Tier II)	Semester course and hosting (Third Party Courses)	$85

PRICING		
FLEX		
Item	***Description***	***Cost***
Elementary*	Semester course, hosting and instruction	~~275~~ $295
Middle School	Semester course, hosting and instruction	~~225~~ $265
High School	Semester course, hosting and instruction	~~225~~ $265
High School (AP)*	Semester course, hosting and instruction (Advanced Placement)	$325

New

*Semester workbooks may be ordered for $25 each per subject, per semester course.
**AP books will be sent to the student after they reach the required completion threshold. When available, books are sent in digital format.
***Instructional Services Professional Development quoted and sold separately.

Grace Period: K-5 = 14 Days, 6-12 = 28 Days

Partner enrollments marked "Drop-Grace" within the grace period will not be charged. Partner enrollments past the grace period will be charged in full. Enrollments with Imagine Learning Instructional Services marked "Drop-Grace" within the grace period will not be charged. Enrollments with Imagine Learning Instructional Services after the grace period (other than "successfully completed" enrollments) shall be charged the course fee.

Billing Roster and Invoice

Imagine Learning will send the billing roster to district administrators twice each year, one in by the end of January and one by the end of June. These billing rosters will reflect charges for both successful completions and any course fees. The district administration has seven (7) days after receiving the billing roster for any edit request or to approve the billing roster.

ATTACHMENT C
CURRICULUM PLAN

ENGLISH (6-12)

Florida Course Code	Course Title
1000010	M/J Intensive Reading
1001010	M/J Language Arts 1
1001020	Advanced M/J Language Arts 1
1001040	M/J Language Arts 2
1001050	Advanced M/J Language Arts 2
1001070	M/J Language Arts 3
1001080	Advanced M/J Language Arts 3
1006000	***M/J Journalism 1 A*^***
1006000	***M/J Journalism 1 B*^***
1000412	Intensive Reading **1**
1001310	English 1
1001320	English Honors 1
1001340	English 2
1001350	English Honors 2
1001370	English 3
1001380	English Honors 3
1001400	English 4
1001405	English 4: Florida College Prep
1001410	English Honors 4
1001420	AP English Language & Composition
1001430	AP English Literature & Composition
1007300	***Speech 1 A*^***
1007300	***Speech 1 B*^***
1009300	Writing 1*
1009320	***Creative Writing 1*^***
1009370	Writing for College Success*
1000412	Intensive Reading 1

^ *Denotes Tier II Course*

* Denotes One-Semester Course

Virtual Services Agreement

ATTACHMENT C

CURRICULUM PLAN (cont.)

Math (6-12)

Florida Course Code	Course Title
1204000	M/J Foundational Skills in Mathematics 6-8
1205010	M/J Grade 6 Mathematics
1205020	M/J Accelerated Mathematics Grade 6
1205040	M/J Grade 7 Mathematics
1205050	M/J Accelerated Mathematics Grade 7
1205070	M/J Grade 8 Pre-Algebra
1200310	Algebra 1
1200320	Algebra I Honors
1200330	Algebra 2
1200340	Algebra 2 Honors
1200370	Algebra 1-A
1200380	Algebra 1-B
1200710	Mathematics for College Algebra
1200400	Foundational Skills in Mathematics 9-12
1202310	AP Calculus AB
1202340	Precalculus Honors
1206310	Geometry
1206320	Geometry Honors
1207350	Mathematics for College Liberal Arts
1210300	Probability and Statistics with Applications Honor
1210305	Mathematics for College Statistics
1210320	AP Statistics

ATTACHMENT C
CURRICULUM PLAN (cont.)

SCIENCE (6-12)

Florida Course Code	Course Title
2000010	M/J Life Science
2001010	M/J Earth/Space Science
2002040	M/J Comprehensive Science 1
2002050	M/J Comprehensive Science 1 Advanced
2002070	M/J Comprehensive Science 2
2002080	M/J Comprehensive Science 2 Advanced
2002100	M/J Comprehensive Science 3
2002110	M/J Comprehensive Science 3 Advanced
2003010	M/J Physical Science
2000310	Biology 1
2000320	Biology 1 Honors
2000340	AP Biology +
2000350	Anatomy and Physiology•
2001310	Earth/Space Science
2001320	Earth/Space Science Honors
2001340	Environmental Science
2001380	AP Environmental Science +
2002400	Integrated Science 1
2002420	Integrated Science 2
2002440	Integrated Science 3
2002500	***Marine Science 1 A*^***
2002500	***Marine Science 1 B*^***
2003310	Physical Science
2003320	Physical Science Honors
2003340	Chemistry 1
2003350	Chemistry 1 Honors
2003380	Physics 1
2003390	Physics 1 Honors

^ ***Denotes Tier II Course***

* Denotes One-Semester Course

\+ Denotes Not Available with Edgenuity Teachers

• Denotes Only Available Via Instructional Services

ATTACHMENT C
CURRICULUM PLAN (cont.)

SOCIAL STUDIES (6-12)

Florida Course Code	Course Title
2100010	M/J United States History
2100020	M/J United States History Advanced
2103015	M/J World Geography*
2106010	M/J Civics
2106020	M/J Civics Advanced
2109010	M/J World History
2109020	M/J World History Advanced
2100310	United States History
2100320	United States History Honors
2100330	AP U.S. History
2100340	***African American History*^***
2101300	***Anthropology^***
2102310	Economics*
2102335	Economics with Financial Literacy*
2102345	Economics with Financial Literacy Honors*
2102372	Personal Financial Literacy*
2103300	World Cultural Geography
2103400	AP Human Geography
2105310	***World Religions*^***
2105340	***Philosophy*^***
2106310	United States Government*
2106320	United States Government Honors*
2106350	***Law Studies*^***
2106420	AP U.S. Government and Politics
2107350	AP Psychology
2109310	World History
2109320	World History Honors
2109420	AP World History: Modern
2109430	***Holocaust Education*^***

^ Denotes Tier II Course

* Denotes One-Semester Course

ATTACHMENT C
CURRICULUM PLAN (cont.)

Virtual Services Agreement

WORLD LANGUAGES (6-12)

Florida Course Code	Course Title
701000	M/J French Beginning
701010	M/J French Intermediate
702000	M/J German Beginning
702010	M/J German Intermediate
707000	M/J Chinese Beginning
707010	M/J Chinese Intermediate
708000	M/J Spanish Beginning
708010	M/J Spanish Intermediate
701320	French 1
701330	French 2
701340	French 3 Honors
701380	AP French Language & Culture
702320	German 1
702330	German 2
706300	Latin 1
706310	Latin 2
708340	Spanish 1
708350	Spanish 2
708360	Spanish 3 Honors
708400	AP Spanish Language & Culture
711300	Chinese 1
711310	Chinese 2
717300	***American Sign Language 1 A*^***
717300	***American Sign Language 1 B*^***
717310	***American Sign Language 2 A*^***
717310	***American Sign Language 2 B*^***
717312	***American Sign Language 3 Honors A*^***
717312	***American Sign Language 3 Honors B*^***

^ Denotes Tier II Course

* Denotes One-Semester Course

ATTACHMENT C
CURRICULUM PLAN (cont.)

GENERAL ELECTIVES (6-12)

Florida Course Code	Course Title
102040	*M/J Creative Photography 1 A*^*
102040	*M/J Creative Photography 1 B*^*
1301090	*M/J Exploring Music 1 A*^*
1301090	*M/J Exploring Music 1 B*^*
1508000	M/J Fitness – Grade 6*•
1508060	M/J Comprehensive Physical Education Grade 6/7*•
1508070	M/J Comprehensive Physical Education Grade 7/8*•
1700060	M/J Career Research and Decision Making*
200335	AP Computer Science Principles
8000400	Orientation to Career Clusters*
100310	Introduction to Art History*
100320	Art in World Cultures*
200305	Computer Science Discoveries
800300	Health 1: Life Management Skills*
800310	Health 2: Personal Health*•
800320	First Aid and Safety*•
800330	Personal, Social, and Family Relationships*•
1501300	Personal Fitness*
1501310	Fitness for Lifestyle Design*
1501340	Weight Training 1*•
1501380	Personal Fitness Trainer •
1502470	Recreational Activities*•
1502500	Sports Officiating*•
1503350	Team Sports 1*•
1700370	Critical Thinking and Study Skills*
1700380	Career Research and Decision Making (9–12)*
1900300	Driver Education/Traffic Safety - Classroom*•
3026010	HOPE - Physical Education (Core)
1005340	*Classical Literature*^*
1006300	*Journalism 1A*^*
1006300	*Journalism 1B*^*
1006375	*Social Media 1*^*
400660	*Theatre, Cinema and Film Production 1A*^+*
400660	*Theatre, Cinema and Film Production 1B*^+*
2001350	*Astronomy Solar/Galactic A*^*

2001350	*Astronomy Solar/Galactic B*^*
8500300	*Parenting Skills*^*
8506540	*Principles of Interior Design Services*^*
8718110	*3-D Animation Technology 1A*^*
8718110	*3-D Animation Technology 1B*^*
8703130	Hospitality and Tourism Entrepreneurship A*
8703130	Hospitality and Tourism Entrepreneurship B*
9001320	Computer and Network Security Fundamentals A*
9001320	Computer and Network Security Fundamentals B*

^ *Denotes Tier II Course*

* Denotes One-Semester Course

+ Denotes Not Available with Edgenuity Teachers

• Denotes Only Available Via Instructional Services

ATTACHMENT C
CURRICULUM PLAN (cont.)

CAREER ELECTIVES (6-12)

Florida Course Code	Course Title
8000400	M/J Orientation to Career Clusters*
9009200	Coding Fundamentals 1A* (6-8)
9009200	Coding Fundamentals 1B* (6-8)
8207310	Digital Information Technology
8500120	Personal Financial Literacy*
8812000	Business Ownership
108310	*Creative Photography 1A*^*
108310	*Creative Photography 1B*^*
8800510	*Culinary Arts 1 A*^*
8800510	*Culinary Arts 1 B*^*
8405110	*Early Childhood Education 1A*^*
8405110	*Early Childhood Education 1B*^*
8006120	*Introduction to Alternative Energy A*^*
8006120	*Introduction to Alternative Energy B*^*
8121510	*Introductory Horticulture 2 A*^*
8121510	*Introductory Horticulture 2 B*^*
8500355	*Nutrition and Wellness*^*

8021100	Introduction to Agriculture, Food, & Natural Resources (6-8)*
8109350	Introduction to Architecture and Construction (6-8)*
8417100	Health Science Anatomy and Physiology•
8417211	Nursing Assistant 3 +
8418220	Pharmacy Tech 2 +
8500390	Principles of Food Preparation*
200315	Computer Science Principles

^ ***Denotes Tier II Course***

* Denotes One-Semester Course

+ Denotes Not Available with Edgenuity Teachers

• Denotes Only Available Via Instructional Services

ATTACHMENT C
CURRICULUM PLAN (cont.)

CREDIT RECOVERY (6-12)

Florida Course Code	Course Title
1001315	English 1 for Credit Recovery
1001345	English 2 for Credit Recovery
1001375	English 3 for Credit Recovery
1001402	English 4 for Credit Recovery
1200315	Algebra 1 for Credit Recovery
1200375	Algebra 1-A for Credit Recovery
1200385	Algebra 1-B for Credit Recovery
1206315	Geometry for Credit Recovery
2000315	Biology 1 for Credit Recovery
2003345	Chemistry 1 for Credit Recovery
2100315	United States History for Credit Recovery
2102315	Economics for Credit Recovery*
2102340	Economics with Financial Literacy for Credit Recovery*
2106315	United States Government for Credit Recovery*
2109315	World History for Credit Recovery

* Denotes One-Semester Course

ATTACHMENT C
CURRICULUM PLAN (cont.)

ELEMENTARY (K-5)

Grade	Language Arts	Science	Mathematics	Social Studies
K	5010041	5020010	5012020	5021020
1	5010042	5020020	5012030	5021030
2	5010043	5020030	5012040	5021040
3	5010044	5020040	5012050	5021050
4	5010045	5020050	5012060	5021060
5	5010046	5020060	5012070	5021070

Grade	Health	Physical Education	Art
K	5008020	5015020	Arts & Crafts, K-2
1	5008030	5015030	Art Level 1
2	5008040	5015040	Art Level 2
3	5008050	5015050	Art Level 3
4	5008060	5015060	Art Level 4
5	5008070	5015070	

Other K-5 Courses
Music Recorder Level 1
Keyboarding
Scratch Coding

Virtual Services Agreement

ATTACHMENT D
IMAGINE LEARNING LLC
TERMS AND CONDITIONS OF COMPANY SERVICES

This "Agreement" (i.e., these Terms and Conditions and the Price Quote for Services into which these Terms and Conditions are incorporated) is made and entered into as of the date of last signature below ("Effective Date") between Imagine Learning LLC, its affiliates and subsidiaries ("Company") and Customer. In consideration of the mutual promises contained herein, the parties hereby agree to the following:

1.1 "Access Protocols" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Services.

1.2 "Authorized User" means any third party who is authorized by Customer to access the Services pursuant to Customer's rights under this Agreement, including any instructors, administrators, other employees, contractors, students authorized by Customer, parents, family members, or other adults associated with a student or parents authorized by Customer.

1.3 "Confidential Information" means all non-public, proprietary or confidential information relating to a "Disclosing Party" that is disclosed or otherwise supplied in confidence to the "Receiving Party" under this Agreement. Company's Confidential Information includes (without limitation) the Services, its user interface design and layout, and pricing information. Confidential Information does not include any aggregated data or De-Identified Data covered by Section 9.4, or any other information that the Receiving Party can establish: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party, free of any restrictions; (b) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; (c) is acquired by the Receiving Party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

1.4 "Confidential Student Information" means information that personally identifies a student who is enrolled or was previously enrolled at the Customer's institution. This term includes the student's name, the name of the student's parents or family members, the student's (or student's family's) address, telephone number, email address, date of birth, place of birth, mother's maiden name, grades, financial information, social security number (or other governmental identification number), biometric information, and other information that alone or in combination would reasonably allow a person or entity to identify the student with reasonable certainty. Confidential Student Information does not include any information regarding persons who do not enroll at the Customer's institution.

1.5 "Customer" means the school or district who is identified in the signature block below or the applicable Price Quote for Services.

1.6 "Customer Content" means any content and information submitted via or in connection with the Services by or on behalf of Customer, an Authorized User, or any other end user of the Services. Customer Content includes student information and records which remain the property of the Customer.

1.7 "De-Identified Data" means any data, including data derived from Confidential Information (and Confidential Student Information) that has had all direct and indirect personal identifiers removed. This includes the removal of any names, identification numbers, dates of birth, address, email address, and telephone number. De-Identified Data does not include any data that alone or in combination would reasonably allow a person or entity to identify a student with reasonable certainty.

1.8 "Documentation" means the technical materials provided by Company to Customer in hard copy or electronic form describing the use and operation of the Services.

1.9 "Instructional Services" means services provided by Company, including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Price Quote for Services. Instructional Services are also subject to the additional terms contained in the attached Addendum.

1.10 "Price Quote for Services" means the order form signed by Customer which references these Terms and Conditions and details the services to be provided to the Customer under this Agreement.

1.11 "Professional Development" means all implementation planning, program design, administrative and instructional training, consulting and coaching for education professionals provided by Company as described in the applicable Price Quote for Services. Professional Development services are subject to the additional terms contained in the attached Addendum.

1.12 "Services" means the services ordered by Customer through the Price Quote for Services and includes the products and services which may include Company courseware, audio, video and other content curriculum, and/or Documentation and software including applets and animations. Services may include Professional Development and/or Instructional Services. Customers' access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Quote or if the Service is terminated for any reason.

1.13 "Supported Environment" means the minimum hardware, software, and connectivity configuration specified from time to time by Company as required for use of the Services. The current requirements (if any) are described in the technical requirements which may be found on Company's website.

2. PROVISION OF SERVICES

2.1 **Access.** Subject to Customer's payment of the fees outlined in the Price Quote for Services and compliance with the terms of this Agreement, Company will provide Customer with access to the Services. Promptly following the Effective Date, Company shall provide to Customer the necessary security protocols and policies, network links or connections and Access Protocols to allow Customer and its Authorized Users to access the Services in accordance with the Price Quote for Services (or this Agreement).

2.2 **Support Services.** Company will provide Customer with the support services described at http://help.imaginelearning.com/hc/en-us.

2.3 **Hosting.** Company shall, at its own expense, provide for the hosting of the Services, provided that nothing herein shall be construed to require Company to provide for, or bear any responsibility with respect to any telecommunications or computer network hardware required by Customer, any Authorized User or any other user to provide access from the Internet to the Services.

3. INTELLECTUAL PROPERTY

3.1 **License Grant.** Subject to the terms and conditions of this Agreement, Company grants to Customer a non-exclusive, non-sublicensable, non-transferable license during the Term, solely for Customer's internal educational and training purposes and in accordance with this Agreement. This Agreement permits only Customer and Customer's Authorized Users to access and use the Services detailed on the Price Quote for Services in accordance with the Documentation. Licenses are available to access Services throughout the Term by Authorized Users not to exceed specific quantities stated on Price Quote for Services. License and Service types are listed below. Only those License and Service types listed on the Price Quote for Services are applicable to this Agreement.

a) **Concurrent License** - provides access to Services throughout the Term by all Authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing product simultaneously cannot exceed total quantity of licenses purchased.

b) **Reusable License** - provides access to Services throughout the Term by all Authorized Users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.

c) **Single User** - available to a single User identified by name and designated as the sole student user of the specific license throughout the Term. Licenses cannot be transferred to another user.

d) **Site License** - provides access to Services throughout the Term by all Authorized Users located at the specific physical site identified on the Price Quote. Must be a traditional brick and mortar educational institution that provides educational services to students at a common physical location. Not available for virtual schools.

e) **Virtual School** - Customer that is (a) a private school where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student enrolled in a program by faculty or tutoring provider and such services are the primary purpose of enrollment by students; or (c) a public program implemented by a school district where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record; and (d) with respect to (a), (b), and (c) a Virtual School is not a school that sells licenses or access to educational software on a standalone basis or sells licenses or access to educational software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

3.2 Restrictions. Customer agrees that it will not, nor will Customer cause or permit any Authorized User or other party to: (a) allow any third party to access the Services or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the Services or Documentation; (c) sublicense, lease, rent, sell, resell, loan, distribute, transfer or otherwise allow the use of the Services or Documentation for the benefit of any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Services, except as permitted by law; (e) create derivative works based on the Services or Documentation; (f) use the Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (g) interfere with or disrupt the integrity or performance of the Services; or (g) access the Services to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

3.3 Ownership. Except for the licenses granted by Company under this Agreement, as between Company and Customer, Company owns all right, title and interest (including, but not limited to, all copyright, patent, trademark and trade secret rights) in and to the Services and Documentation.

3.4 Open Source Software. Certain items of software used in the Services are subject to "open source" or "free software" licenses ("Open Source Software"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.1, 3.2, or 10. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If and to the extent required by any license for particular Open Source Software, Company makes such Open Source Software, and Company modifications to that Open Source Software, available by written request at the notice address specified on the Price Quote for Services.

4. FEES. Company shall invoice Customer for fees on the schedule set forth on the Price Quote for Services ("Fees") and the amounts set forth in such invoices shall be due from Customer net thirty (30) days of receipt. Non-payment or late payment of undisputed fees is a material breach of this Agreement.

Company may terminate the Agreement and/or terminate or suspend Customer's access to Services within ten (10) days after Customer receipt of a notice of non-payment of amounts owed under that Price Quote for Services. Company may change the amount of the Fees for any upcoming Renewal Term, provided that Company provides Customer with written notice of such change at least sixty (60) days prior to the first day of such Renewal Term. All taxes and other governmental charges (except for income taxes), if any, imposed on Customer payments hereunder shall be deemed to be in addition to the Fees charged, and borne solely by Customer except to the extent that Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. FUNDING-OUT CLAUSE. If Customer is a governmental entity receiving federal funds, Customer's payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Company in writing at least thirty (30) calendar days before termination. Upon termination, Company will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.

6. CUSTOMER CONTENT AND RESPONSIBILITIES

6.1 License; Ownership. Customer hereby grants Company a non-exclusive, worldwide, royalty-free, fully paid and transferable license (a) to use the Customer Content as necessary solely or the purposes of providing the Services under this Agreement; and (b) to use Customer's trademarks, service marks, and logos as required to provide the Services (but not for use with an audience beyond that of Authorized Users). As between the parties, Customer owns all right, title and interest in the Customer Content.

6.2 Customer Warranty. Customer represents and warrants that (a) prior to using the Services in connection with any Authorized User, Customer shall have obtained any necessary consent to contact such Authorized User via the Services in such form as required to comply with applicable law; (b) that its use of the Services will otherwise comply with all applicable laws; and (c) the Customer Content shall not (i) infringe any copyright, trademark, or patent right; (ii) misappropriate any trade secret; (iii) be deceptive, libelous, obscene, pornographic or unlawful; (iv) contain any viruses, worms or other malicious computer programming codes intended to damage Company's system or data; or (v) otherwise violate any privacy or other right of any third party.

6.3 Authorized User Access. Customer may permit any Authorized Users to access and use the features and functions of the Services as contemplated by this Agreement. Each Authorized user must be granted a unique User ID. User IDs cannot be shared or used by more than one Authorized User at a time. Customer is solely responsible for maintaining the confidentiality of Access Protocols and Company will not be liable for any activities undertaken by anyone using Customer's Access Protocols. Customer will immediately notify Company of any unauthorized use of its Access Protocols or any other breach of security relating to the Services known to Customer.

6.4 Customer Responsibility for Access, Content and Security. Except to the extent expressly specified on the Price Quote for Services, Company is not obligated to back up any Customer Content; the Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content. Customer must maintain the Supported Environment (if any) described in the Price Quote for Services.

7. WARRANTIES AND DISCLAIMERS

7.1 Limited Warranty. Company warrants that it will make commercially reasonable efforts to maintain the online availability of the Services. CUSTOMER'S EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR COMPANY TO REPAIR THE NON-CONFORMING SERVICE, OR IF COMPANY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN COMPANY MAY TERMINATE ACCESS TO THE SERVICES AND REFUND A PORTION OF THE FEE.

7.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, THE DOCUMENTATION, AND SERVICES ARE PROVIDED "AS IS," AND COMPANY MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

8. LIMITATION OF LIABILITY. EXCLUDING EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN IN RESPECT OF THIRD-PARTY CLAIMS, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS PERFORMANCE HEREUNDER AND (B) IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER AS A RESULT OF ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE APPLICABLE SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE ACT OR OMISSION GIVING RISE TO SUCH CLAIM. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO CUSTOMER.

9. CONFIDENTIALITY; PRIVACY

9.1 Confidentiality. During the Term, each party ("Disclosing Party") may provide the other party ("Receiving Party") with Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Disclosing Party's Confidential Information to Authorized Users (with respect to Customer as Receiving Party) or to those employees who have a need to know such Confidential Information to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement, and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon the expiration or termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall provide to the Disclosing Party a written affidavit certifying compliance with this sentence.

9.2 Privacy. Company will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations ("Applicable Laws") applicable to its performance under this Agreement, including without limitation the Family Educational Rights and Privacy Act and the Children's Online Privacy Protection Act. Company's Privacy Policy (as may be updated by Company from time to time), which is incorporated by reference into these terms and conditions, contains additional terms regarding Company's use of Confidential Student Information. Customers and Authorized

Users may view Company's privacy policy at https://www.imaginelearning.com/privacy ("Privacy Policy"). Customer is responsible for providing notice of its own privacy policy to parents of its students and is solely responsible for obtaining any necessary parental consents for students to use the Services.

9.3 Data Security. Company agrees that it will store and process Confidential Information, including Confidential Student Information, in accordance with customary industry standards. Company shall implement and maintain commercially reasonable administrative, technical and physical security measures designed to protect Confidential Information from unauthorized access, disclosure and use. Company will conduct periodic risk assessments and remediate identified material security vulnerabilities in a commercially reasonable manner. Company will have a written data breach response plan and will take commercially reasonable steps to notify the Customer once it becomes aware of a data breach known to involve, or likely involving, Customer Confidential Information. Company will cooperate with the Customer to comply with any applicable data breach notification laws.

9.4 Aggregated and De-Identified Data. Company may use aggregated data and De-Identified Data for product development, research, marketing, and other purposes as set forth in the Company's Privacy Policy.

9.5 Confidential Student Information Return and Destruction. Upon termination or expiration of this Agreement or thereafter, at the Customer's written request, Company shall, in a reasonable period of time, return all Confidential Student Information to Customer or shall destroy such Confidential Student Information that Company knows it possesses to the extent that destruction is reasonably practicable. Company shall not be required to return or destroy aggregated data or De-Identified Data. Customer acknowledges that some data may remain in archive or other files following Company's commercially reasonable attempt to return or destroy Confidential Student Information. Company may transfer Confidential Student Information and De-Identified Data or aggregated data to its successor pursuant to a merger, consolidation or sale of substantially all of its assets pursuant to Section 13 of this Agreement.

10. INDEMNIFICATION

10.1 By COMPANY. Company shall indemnify, defend and hold harmless Customer against any third-party claims that the use of the Services as permitted hereunder infringes any copyright, US patent or other intellectual property right of a third party, and Company shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Company. If any portion of the Services becomes, or in Company's opinion is likely to become, the subject of a claim of infringement, Company may, at Company's option, and as Customer's sole and exclusive remedy therefor: (a) procure for Customer the right to continue using the Services; (b) replace the Services with non-infringing software or services which do not materially impair the functionality of the Services; (c) modify the Services so that the Services become non-infringing; or (d) terminate this Agreement and refund any fees paid by Customer to Company for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the Documentation and Services. Notwithstanding the foregoing, Company shall have no obligation under this Section 10.1 or otherwise with respect to any third-party claim based upon (i) any use of the Services not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Services in combination with other products, equipment, software or data not supplied by Company; or (iii) any modification of the Services by any person other than Company or its authorized agents. This Section 10.1 states the sole and exclusive remedy of Customer and the entire liability of Company, and any of the officers, directors, employees, shareholders, contractors or representatives of Company, for claims and actions described in this Section 10.1.

10.2 By Customer. To the maximum extent allowed by applicable law, Customer shall indemnify defend and hold harmless Company against any third-party claims arising out of (a) any failure by Customer or any Authorized User to comply with applicable laws, rules and regulations (including those promulgated by U.S. federal or state regulatory authorities) in connection with its activities hereunder, including without limitation its provision and Company's authorized use of Customer Content (possibly including student information) hereunder or failure to obtain required consent from any Authorized User or other end users, (b) Customer's

unauthorized use of Services hereunder and/or (c) Customer's breach or alleged breach of any of its covenants, representations or warranties hereunder, and Customer shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Customer. This Section 10.2 states the sole and exclusive remedy of Company and the entire liability of Customer, and any of the officers, directors, employees, shareholders, contractors or representatives of Customer, for the claims and actions described in this Section 10.2. SOVEREIGN IMMUNITY - The parties acknowledge and agree that Client is an agency of the State of Florida for purposes of sovereign immunity and immune from suit except to the extent such immunity has been waived by the state.

10.3 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit, provided, however, that failure to give prompt notice will not relieve the indemnifying party of any liability hereunder (except to the extent the indemnifying party has suffered actual material prejudice by such failure); (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall (at the indemnifying party's expense) reasonably cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

11. TERM AND TERMINATION

11.1 Term. This Agreement shall be for the term (the "Initial Term") of any Services purchased pursuant to a Price Quote for Services and shall thereafter renew for one (1) year terms (each a "Renewal Term") upon the mutual written consent of the parties prior to the expiration of the then-current term. The Initial Term and the Renewal Terms (if any) are, collectively, the "Term." Customer only has the right to use the Services during the Term.

11.2 Termination. Either party may terminate this Agreement immediately upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after its receipt of written notice of such breach.

11.3 Effect of Termination. Immediately upon termination of this Agreement, (a) the licenses granted to either party shall immediately terminate; and (b) Company shall cease to make available and Customer shall cease to use the Services. Termination shall not relieve Customer's obligation to pay all charges accrued through the effective date of termination. Sections 3.3, 6.4, 7, 8, 9, 10, 11.3, 12 and 13 will survive the expiration or termination of this Agreement.

12. GOVERNING LAW AND VENUE If Customer is a public school or district or other state or municipal governmental agency (a "Public School"), this Agreement and any action related thereto will be governed and interpreted by and under the laws of the state where the Customer resides, excluding any conflict of law principles. Otherwise, this Agreement will be governed by the laws of the state of Arizona. Each party expressly waives any objection that it may have based on improper venue or forum non-conveniens to the conduct of any such suit or action in any state or federal court located in the state where the Customer resides, if Customer is a Public School. If Customer is not a Public School, such venue shall be state or federal court located in Phoenix, Arizona. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its use of the Services hereunder.

13. MISCELLANEOUS.

13.1 Press Releases. If requested by Company, Customer agrees to cooperate in good faith with Company on a press release following execution of this Agreement and agrees to allow Company to list (using Customer's name and/or Customer's logo, as determined by Company) Customer as a customer on Company's website or in documentation to be shared electronically or in print.

13.2 Independent Contractors. The parties are independent contractors and nothing in this Agreement shall be deemed to create the relationship of partners, joint venturers, employer-employee, master-servant, or franchisor-franchisee between the parties. Neither party is, or will hold itself out to be, an agent of the other party. Neither party is authorized to enter into any contractual commitment on behalf of the other party.

13.3 No Additional Terms and Order of Precedence. These Terms and Conditions, together with the attached Price Quote for Services(s), contain the entire agreement of the parties and supersedes any prior or present understanding or communications regarding its subject matter, and may only be amended in a writing signed by both parties. In the event of a conflict between the terms in the Price Quote for Services and the Agreement, the terms contained in this Agreement shall control unless otherwise expressly stated in the Price Quote for Services.

13.4 Severability. In the event any provision of this Agreement is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect.

13.5 Assignment. Neither party shall assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to its successor pursuant to a merger, consolidation or sale of substantially all of its business or assets related to this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

13.6 Force Majeure. Neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance (other than payment of Fees due hereunder) caused by reasons beyond its reasonable control, including, but not limited to, acts of God, pandemics, epidemics, war, terrorism, strikes, failure of suppliers, fires, floods or earthquakes.

13.7 Export. The use of the Services is subject to U.S. export control laws and may be subject to similar regulations in other countries. Customer agrees to comply with all such laws.

13.8 Notice. Any notice given under this Agreement shall be in writing and shall be sent via priority mail by a nationally recognized express delivery service addressed to the address and the signatory set forth in the Price Quote for Services set forth above. Such notice shall also be sent via email to the email address set forth in the Price Quote for Services set forth above.

13.9 No Third Party Beneficiary. There are no third-party beneficiaries to this Agreement.

13.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall be taken together and deemed one instrument.

Virtual Services Agreement

Addendum for Instructional Services and Professional Development

1. **APPLICABILITY.** These additional terms and conditions apply if the Quote includes the purchase of Instructional Services or Professional Development Services from Imagine Learning LLC and its affiliates and subsidiaries ("Company"). In the event of a conflict between these additional terms and the Company's Terms and Conditions of Company Services, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services. Capitalized terms used, but not defined, in this addendum have the meanings set forth in the Term and Conditions of Company Services.

2. **CUSTOMER LIAISON.** Customer will designate an individual to serve as its primary liaison to Company for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Services.

3. **HOURS OF AVAILABILITY.** Company Instructional and Professional Development Services will be available during the business hours specified by Company, or if Customer requires Instructional Services for certain times or additional hours, such requirements must be specified in the Quote prior to the beginning of the term of Customer's purchase of Services. Requests for access to Instructional or Professional Development Services not already provided for in the Quote must be made or approved by the Customer Liaison, and may result in additional charges.

4. **NO GUARANTY OF OUTCOMES.** Company cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.

5. **INSTRUCTIONAL SERVICES.** If specified in the Quote, Company will provide virtual access to teachers or coaches (or both) ("Company Instructors") who are hired, trained, supervised, and paid by Company, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Services (the "Virtual Programs"). Customer is responsible for (a) providing secure internet access for End Users to use the Virtual Programs; (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and Customer policies; (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Company Instructors and students and parents; (d) determining appropriate student courses and verifying student schedules; (e) monitoring student attendance and ensuring compliance with applicable state requirements; and (f) assisting students not making adequate progress.

   a. **Instructor Requirements.** Customer shall be responsible for advising Company of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Company Instructors as may be imposed by Applicable Law ("Instructor Requirements"). Company shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Company Instructors, and for ensuring that all Company Instructors meet and comply with Instructor Requirements.

   b. **Exceptional Student Services.** If Customer is a public entity receiving federal funds, Customer is considered the "Local Educational Agency," or LEA, as that term is defined by Applicable Law, and Customer is solely responsible for the provision of any special education services. Company's services do not include (i) providing special education services; (ii) creating, implementing or providing Individualized Education Programs ("IEP"); (iii) providing reasonable accommodations or any services to insure compliance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act, or any other Applicable Law. Notwithstanding the foregoing, Company will discuss, formulate and make reasonable adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, provided that Customer provides necessary IEPs and section 504 documentation to Company. Customer shall be solely responsible for the costs of any required adjustments or accommodations.

c. **State Testing.** Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing by End Users. Customer is also responsible for receiving, distributing, administering, proctoring and returning all state mandated standardized tests under applicable state law, policies and procedures.

d. **Reporting and Withdrawal of Students/End Users.** Where reporting of student results is required by Applicable Law, Customer shall be responsible for ensuring the accuracy and completeness of student information used, relied upon, or reported by Company in providing the Instructional Services, and shall promptly notify Company if any student information needs to be corrected or updated. Upon notice to Customer, Company reserves the right to withdraw End User access for students who fail to take required tests or maintain adequate progress.

6. **PROFESSIONAL DEVELOPMENT SERVICES.** If included in the Quote, Company may also provide Professional Development Services, ("PD Services") which may include training and instruction to Customer's instructors and administrators on the implementation and use of the Services, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in the Quote. Customer shall be solely responsible for providing necessary equipment and secure internet access to facilitate the PD Services, and for scheduling the PD Services at least two (2) weeks in advance.

a. **Charges for PD Services.** Before delivering Professional Development Services, Company must receive a signed Quote specifying the number of hours included and the cost of the services provided, and all necessary setup and implementation services required to demonstrate and use the Services must be completed. Professional Development Services will be available for use by Customer only during the Term of the Subscription.

b. **Use of Customer's Facilities.** If Company will be providing any PD Services at Customer's premises, Customer shall advise Company in advance of any Instructor Requirements for Company personnel, and Company will be responsible for insuring that all Professional Development personnel meet and comply with all such requirements.

c. **Forfeiture & Cancellation of PD Services.** Professional Development services purchased but not scheduled and delivered within the first year of the Term may be forfeited without notice. Customer agrees to reimburse Company for travel and other out-of-pocket expenses incurred if Professional Development services are changed or cancelled less than 48 hours prior to the scheduled delivery date. Company reserves time exclusively for the Customer once Professional Development services have been scheduled. If Customer is a no-show or cancels scheduled Professional Development services in less than 48 hours before the scheduled delivery date, Customer may be charged for the scheduled services. The Parties must document in writing and sign any and all grace periods or extension of time for delivery of Professional Development Services.

7. **NO UNAUTHORIZED RECORDING OR REPRODUCTION.** All content delivered by Company as part of Instructional or PD Services are the property of Company, and customer may not record, reproduce or copy such content without Company's express written authorization.

ATTACHMENT E

1. E-Verify. Effective July 1, 2020

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

B. Subcontractors

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

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

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

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

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

E-Verify Number: 1784719

Memorandum of Understanding
for
Workforce Innovation and Opportunity Act (WIOA)
One-Stop Career Center System
Partners of the American Job Center Network

This Memorandum of Understanding (MOU) is made pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014, and is entered into by the American Job Center Network Partners:

Local Workforce Development Board LWDB): **CareerSource North Florida, LWDB-06**
Chief Local Elected Official (CLEO) Name, Title: **Mr. Ronnie Moore, Commissioner**

Required Partners

Partner Name	Program(s)	Program Authority
CareerSource North Florida	WIOA Adult, Dislocated Worker, and Youth Programs; Employment Service; Trade Adjustment Assistance (TAA) Activities; Temporary Assistance for Needy Families (TANF) program; Jobs for Veterans State Grants (JVSG) - LVER & DVOP	WIOA Title I – Adult, Dislocated Worker, and Youth Programs; Wagner-Peyser Act (29 U.S.C. 49 et seq.) as amended by WIOA title III; Chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.); Part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), under 20 CFR 678.405(b); Chapter 41 of title 38, U.S.C. / WIOA 121(b)(1)(B)(viii).
FLDOE / Division of Vocational Rehabilitation	State Vocational Rehabilitation (VR) Services program	Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741);
FLDOE / Division of Blind Services	State Blind Services	Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741);
Suwannee River Economic Council (SREC) Capital Area Community Action Agency (CACAA)	Referral and Emergency Services Employment and training activities under CSBG programs	Community Services Block Grant (42 USC 9901 *et seq.*)
National Caucus and Center on Black Aging Inc.	Senior Community Service Employment Program (SCSEP)	Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.)
Hamilton County School District Jefferson County School District Lafayette County School District Madison County School District Suwannee County School District Taylor County School District	Adult Education and Literacy Act (AEFLA) programs	Adult Education and Literacy (WIOA 121(b)(1)(B)(iii)) – Title II

Big Bend Technical College (Taylor County School District) North Florida College RIVEROAK Technical College (Suwannee County School District)	Career and Technical Education programs - post-secondary level	Carl D. Perkins Career and Technical Education Act of 2006 (Perkins V), (20 U.S.C. 2301 et seq.)
none available	Job Corps	WIOA Title I – Job Corps (29 USC 2881-2900, 29 USC 2901)
none available	Housing and Urban Development (HUD)Employment and training	Department of Housing and Urban Development (HUD) / (WIOA 121 (b)(1)(B)(xi))
none available	Farmworker Career Development Program (FCDP) - Migrant and seasonal farmworker programs	WIOA Title I – Migrant and Seasonal Farm Worker Programs (29 USC 2912, 29 USC 2919)
FL Department of Economic Opportunity (DEO)	Unemployment compensation (Reemployment Assistance)	State unemployment compensation laws (in accordance with applicable Federal law)

They are collectively referred to as the "Parties" to this MOU. This MOU will be in effect from July 1, 2023, through June 30, 2026, unless an extension is granted.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource North Florida and the Partners and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements to establish and maintain an effective and successful "One-Stop" delivery system.

This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in North Florida. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons in North Florida.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies. The North Florida Workforce Development Board, Inc., dba CareerSource North Florida has been designated by the chief elected official as the administrative entity, grant recipient and fiscal agent.

The parties to this document attest authority to bind their respective party in a contractual agreement and hereby agree to the terms and conditions set forth in this document. The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720.

All Local Workforce Development Boards (LWDBs) are required to establish and operate local service delivery systems in accordance with WIOA Section 121, with the WIOA State Plan, and with the WIOA Local Plan for their respective local areas. WIOA Section 134(c) lists the services and activities that must be provided through the delivery system. WIOA Section 107(d) gives the LWDBs the responsibility for oversight of the delivery system in each local area and requires the LWDBs to describe the activities and functions of the service delivery system and to prescribe the guidelines for carrying out these responsibilities in the Local WIOA Plan.

One-Stop Centers		
	Address	**Full-Service or Satellite**
1	705 E. Base Street, Madison FL 32340	Full-Service
2	1558 S Ohio Ave, Live Oak, FL 32064	Satellite

Administrative Structure			
	Entity Name & Contact	**Address**	**Email**
Administrative Entity	North Florida Workforce Development Board, Inc., dba CareerSource North Florida Diane Head	705 E. Base Street, Madison FL 32340	Diane.Head@CareerSourceNorthFlorida.com
Fiscal Agent	North Florida Workforce Development Board, Inc., dba CareerSource North Florida	705 E. Base Street, Madison FL 32340	finance@CareerSourceNorthFlorida.com
Chief Local Elected Official	Commissioner Ronnie Moore	Madison County Board of Commissioners 229 SW Pinckney Street Madison, FL 32340 (850) 973-3179 Mailing Address: PO Box 539 Madison, FL 32341	District3@madisoncountyfl.com
One-Stop Operator	Dr. Ron Natale	231 SW Red Maple Way, Lake City FL 32024	rnatale@comcast.net

Partner Responsibilities

A. WIOA Section 121 (b) lists the minimum responsibilities of all required partners under WIOA. For consistency, all Partners will assume the responsibilities identified below, unless inconsistent with the federal law and regulations that authorize the Partner program.

1. Make career services provided under the Partner's program available to individuals through the area's delivery system in accordance with this MOU.

2. Required partners operating in the county of the Comprehensive One-Stop will participate in the Infrastructure cost-sharing activities as described in this MOU and use a portion of funds made

available to each partner's program—to the extent not inconsistent with the federal law that authorizes each partner program—to:

a. Create and maintain the delivery system; and
b. Provide career services per WIOA Section 134(c)(2).

3. Remain as a party to this MOU throughout the Agreement period in order to participate as a partner per WIOA Section 121(c).

4. Participate in the operation of the system in accordance with the terms of this MOU and with the requirements of authorizing laws per WIOA Section 121(b)(1)(B).

5. Required Partners must provide representation on the area's LWDB per WIOA Section 121 (b)(1). Additional partners may participate on the Area's LWDB with the agreement of the Area's LWDB members and CLEO. However, when a program is administered by more than one entity in the area, it is not necessary that every entity provide representation on the LWDB. One entity may provide representation on the LWDB for the program.

B. In addition to the minimum responsibilities required under WIOA as identified in Section A, Partner responsibilities include:

1. Provide priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 USC 4215.

2. Compliance with WIOA and all federal, state, and local laws, regulations, rules, policies and plans applicable to parties in their respective roles under this MOU and as consistent with the rules that govern each partner's respective program. Each partner expressly agrees to notify LWDB of any changes to the rules governing its respective program that impact the partner's performance under this MOU. LWDB will communicate the changes to the operators and any other affected partners.

3. Each partner must ensure compliance by its staff members who work in the One-Stop center with CareerSource North Florida policies and procedures. Should a conflict exist between the CareerSource North Florida personnel policies and a partner's personnel policies, the partner's policies will prevail.

4. Use of common practices and procedures; forms and documents; software systems or applications; and other forms of media as agreed to by all parties in the performance of One-Stop center services and activities and functions that support the service delivery system.

Programs, Services, & Activities

A. WIOA Section 121(b)(1)(B) identifies the programs, services and related activities that must be provided through the delivery system in each local area. WIOA Section 121(c)(2) requires this MOU to include a description of the services that will be provided through the area's service delivery system and to identify the service delivery method(s) each partner will use to deliver the services. This MOU will also identify the career services, training, and employer services that each partner will provide to ensure that all parties' responsibilities are clearly identified herein.

B. The One-Stop Services hereby incorporated, lists and describes the career, training, and employer services and the array of service delivery methods.

Career Services offered include:

1. WIOA Adult, Dislocated Worker, and Youth
2. Temporary Assistance for Needy Families (TANF)
3. Supplemental Nutrition Assistance Program (SNAP)
4. Employment services authorized under the Wagner-Peyser Act
5. Vocational Rehabilitation
6. Blind Services
7. Senior Community Service Employment Program (SCSEP)
8. Disabled Veterans' Outreach Program (DVOP)
9. Reemployment Services and Eligibility Assessments (RESEA)
10. Trade Adjustment Assistance (TAA) activities
11. Community Services Block Grant (CSBG) activities

Training Services offered include:

1. Adult education and literacy
2. Career and technical education programs at the post-secondary level
3. Department of Housing and Urban Development employment and training activities

Employer Services offered include:

1. Business Services
2. Recruitment assistance for employers
3. Scheduling, screening and testing for employers

Required Partner Services

Partner Name	Program Name	Services Offered (from page 5)			Service Delivery Method (bottom of Table)
		Career	Training	Employer	
CareerSource North Florida	WIOA Adult, Dislocated Worker, and Youth Programs; and Temporary Assistance for Needy Families (TANF) program	1, 3, 2		1, 2, 3	FT FT
DEO through CareerSource North Florida	Employment Service; and Trade Adjustment Assistance (TAA) Activities. Jobs for Veterans State Grants (JVSG) - LVER & DVOP	4 10 8	6	1, 2, 3	FT FT FT
National Caucus on Black Aged	Senior Community Service Employment Program (SCSEP)	7			PT
FL Department of Economic Opportunity (DEO)	Unemployment compensation (Reemployment Assistance)				NA
Hamilton County School District Jefferson County School District Lafayette County School District Madison County School District Suwannee County School District Taylor County School District	Adult Education and Literacy Act (AEFLA) programs		1		T, B
Big Bend Technical College, Taylor County School District North Florida College RIVEROAK Technical College, Suwannee County School District	Career and technical education programs - post-secondary level		2		T, A, B

FLDOE / Division of Vocational Rehabilitation	State Vocational Rehabilitation (VR) Services program	5			C/Off, T, A, B
FLDOE / Division of Blind Services	State Blind Services	6			C/Off, T, A, B
Capital Area Community Action Area (CACAA) Suwannee River Economic Council (SREC)	Employment and training activities under CSBG programs	11 11			T, B

Required Partner Services: The table above identifies the services each required partner will provide and the method(s) of service delivery each partner will use. The services are identified by the corresponding numbers listed for each service in the Services Document. The service delivery methods are identified by the following service delivery codes: FT - On-Site Staff Full Time, PT - On-Site Staff Part Time, C - Contracted Service On-Site Full Time, C/PT - Contracted Service On-Site Part Time, C/Off - Contracted Service Off-Site, T - Access Via Telephone, A - Access Via Automated System, B - Brochure/Handout, P - Posting at One-Stop Center, O – Other and NA - Not Applicable.

Method of Referral

Pursuant to WIOA Section 121(c)(2)(A)(iii), the parties agree that the referral of individuals between the One-Stop partners for the services and activities described will be performed using the following methods:

Referrals will be routinely made between programs and organizations in cases where customers served initially by one organization are deemed to be able to benefit from services provided by another organization and/or the natural continuum of service is adult education leading to postsecondary Career and Technical education to work readiness and ultimately employment.

Referrals between partners for services and programs can be made in person, by telephone, by email to contact@careersourcenorthflorida.com, or electronically through other connections such as the Crosswalk Referral System (CRS). Some programs will use state or locally created forms. Partners will continue to provide cross-referral to services and training as well as possible co-enrollment options whenever appropriate and practical.

Internal cross-referral procedures continue to be developed and reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to customers of the One-Stop system.

Resource Sharing/Infrastructure Funding

A. **One-Stop Resource Sharing/Infrastructure Requirements:**

1. WIOA 121(c)(2)(A)(ii) requires that the funding arrangements for services and operating costs of the service delivery system must be described in this MOU.

2. The methodologies described herein must be allowable under each partner's respective program and under all applicable federal and state rules—including the Office of Management and Budget (OMB) Circulars applicable to each partner's type of organization. The MOU must identify:

   a. The shared One-Stop costs.

   b. The methodologies that will be used to determine each party's proportionate "fair" share of those costs.

   c. The methodologies that will be used to allocate each party's fair share of costs across the cost categories.

   d. The method(s) each party will use to fund its fair share of costs, which may include cash contributions, contributions of staff time, equipment, and/or other resources, or in-kind contributions from a third party.

B. **One-Stop Operating Costs:**

1. The shared operating costs, the projected cost amounts, and each party's method of funding its fair share of those costs is identified in the Infrastructure Funding Agreement, which is an addendum to this MOU and hereby incorporated. The methodologies that will

be used to determine each party's fair share of operating costs and to allocate each party's fair share are as follows:

a. Identification of Shared Costs.

b. Shared Costs Budget.

c. Proportionate Share and Cost Allocation.

d. Resource Sharing (may include cash contributions, contributions of staff time, equipment and other resources; and

e. Resource Sharing Agreements.

C. **Program Costs/Services:**

1. Costs allowable under and allocable to more than one partner program may be considered shared costs that are allocated among the eligible partner programs provided that such action is not prohibited by the partner programs' governing statutes. The manner(s) in which the parties agree to address costs chargeable to more than one partner program must be described in this MOU.

2. All parties expressly agree to use the following methodologies to determine if a particular cost is chargeable to more than one partner program and to address costs found to be chargeable to more than one partner in accordance with the following:

a. Methodology to Determine Shared Service Costs:

Costs are allocated to programs based on full time equivalent (FTE) positions in each program as a percentage of total FTE recorded for all programs for positions located in one stop centers. This allocation is performed on a monthly basis with the final allocation for the fiscal year being performed as of June 30.

D. **Budget Tracking:**

1. All parties expressly understand and agree that the initial costs listed in Attachment A, the Infrastructure Funding Agreement (IFA) will be subject to change as actual costs are incurred and paid throughout the effective period of this MOU. 29 CFR 97.20 requires a comparison of actual costs to budgeted costs. Areas will determine actual costs in accordance with local procedures and will submit the actual expenditures to all partners on a quarterly basis.

2. Updates to the IFA will not require an amendment to this MOU unless such updates reflect an increase in the total budget amount. An amendment for this purpose will be signed by authorized representatives of LWDB, the CEO and all affected partners. LWDB will ensure that all partners receive a copy of the amendment and revised budget once the amendment is fully executed.

3. Any time the IFA is modified, the LWDB must provide all parties with notice of the modification and a copy of the modified IFA. The notice shall include a description of the modification, the effective date of the modification, and the reason(s) for the modification.

4. The Workforce Innovation and Opportunities Act (WIOA) guidelines require funding be reported each quarter during the July - June program year. Quarterly IFA Reporting is completed electronically through the link https://careersourcenorthflorida.formstack.com/forms/onestop_partner

The Infrastructure Funding Agreement follows the signature pages as an addendum.

Termination/Separation

A. **MOU Termination:** This MOU will remain in effect until the end date specified unless:

1. All parties mutually agree to terminate this MOU.

2. Funding cuts by one or more federal programs are so substantial that operations cannot continue as specified herein and a new MOU must be negotiated.

3. WIOA regulations or statute is repealed.

4. Local area designations are changed.

B. **Partner Separation:** WIOA Section 121(c) mandates the execution of this MOU between the LWDB and partners. However, any single partner may terminate its participation as a party to this MOU upon thirty (30) days written notice to the LWDB. In such an event, the LWDB will provide written notice to all remaining partners and will amend this MOU. The termination of one or more partner's participation as a party will not result in a termination of this MOU unless the number or contribution of the terminating partner(s) is so substantial that it necessitates the negotiation of a new MOU.

C. **Effect of Termination:** Per WIOA Section 121, any partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the system and will not be permitted to serve on the LWDB as a partner representative.

D. **Partner Disqualification:** An entity identified as a required partner at the time of execution of this MOU that subsequently loses federal funding or the authority to administer the federal program in the Area and therefore no longer qualifies as a required partner under WIOA Section 121(b)(1) must send written notice of the change in status to the LWDB as soon as possible. In such an event, a formal amendment to this MOU will be required. The entity may continue as an additional partner if mutually agreed by the LWDB, CLEO, and the remaining partners.

Amendment

A. This MOU may be amended upon mutual agreement of the parties that is not inconsistent with federal, state, or local laws, regulations, rules, plans, or policies or for one or more of the following reasons:

1. The addition or removal of a partner from this MOU.

2. Removal or addition of program responsibilities for any partner that administers more than one federal program.

3. An extension of the effective ending date.

4. A change in the One-Stop Operator or Fiscal Agent or a change in the physical location of a One-Stop center.

5. A change in the services, service delivery methods currently utilized, referral methods, methods to determine fair share, or methods to allocate costs.

B. All parties agree that amendments for the reasons listed in 1 and 2 of Section A need only be signed by authorized representatives of the LWDB, the CEO, and the affected partner(s). Amendments for the reasons listed in all other paragraphs or for any changes that will affect the responsibilities of all parties, require the signatures of all parties. All amendments will involve the following process:

1. The party seeking an amendment will submit a written request to the LWDB that includes:

   a. The requesting party's name.

   b. The reason(s) for the amendment request.

   c. Each section of this MOU that will require revision.

   d. The desired date for the amendment to be effective.

   e. The signature of the requesting party's authorized representative.

2. If the request is approved, the LWDB will notify the remaining parties of the intent to amend and will provide each remaining party thirty (30) days from the date of the notice (unless another timeframe is specified in the notice) to review the anticipated changes and to submit a response to LWDB. Failure by a party to respond within the prescribed timeframe will be deemed that party's approval of the proposed changes.

3. In the event that a remaining party has questions and/or concerns regarding the proposed amendment, the party must list its questions and/or concerns in writing and submit the list to LWDB within the specified timeframe.

4. LWDB will review the listed questions/concerns and will issue a response within fifteen (15) days of receipt of the list. If LWDB deems it necessary, the listed questions/concerns will be sent to all other parties and/or a meeting with all parties will be scheduled to discuss the proposed changes and to achieve consensus on a final amendment draft.

5. The final, approved amendment draft will be signed by authorized representatives of the affected partners, then submitted to LWDB for the final signature.

6. LWDB will distribute copies of the fully executed amendment to all parties and to CareerSource Florida as the MOU oversight agency upon execution.

C. This writing constitutes the entire agreement among the parties with respect to each party's role and responsibility in the area's service delivery system. All parties agree that any amendments to any applicable laws or regulations cited herein will result in the correlative modification of this MOU without necessitating a formal, written amendment.

D. All parties agree to communicate details of the amendment to their respective staff members whose responsibilities may be impacted by changes and further agree to ensure that their respective staff members are referencing or utilizing the most current version of the MOU in the performance of responsibilities under this MOU.

Amendments that will require the signatures of all parties must be executed no later than ninety (90) days prior to the end of the MOU period and amendments that require only the signatures of the LWDB, the CLEO, and the affected parties must be executed no later than 45 days from the end of the current State Fiscal Year.

Confidentiality

All parties expressly agree to abide by all applicable federal, state, and local laws regarding confidential information. Each party will ensure that the collection and use of any information, systems, or records that contain personally identifiable information will be limited to purposes that support the programs and activities described in this MOU as part of the service delivery system.

Impasse—Dispute Resolution

If an issue arises involving this MOU, parties will make every effort to reach a resolution in a timely and efficient manner. Any part may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the Executive Director of the North Florida Workforce Development Board, Inc. and the Director of the partner agency. A joint decision shall be issued within 60 calendar days of receipt.

If dissatisfied with the decision, the dispute may be filed with the Department of Economic Opportunity (DEO) and the Commissioner of the Department of Economic Opportunity (DEO) to review concerns and determine resolution. DEO and DOE may remand the issue back to the Executive Director of CareerSource North Florida and to the Director of the partner agency or impose other remedies to resolve the issue.

Limitation of Liability

To the extent permitted by law, each party agrees to be responsible for any liability that directly relates to any and all of its own acts or omissions or the acts or omissions of its employees. In no event will any party be liable for any indirect or consequential damages caused by actions or omissions of another party or by the employees of another party.

General Provisions

The laws and regulations listed in this section are generally applicable to most publicly-funded programs administered by the Florida Department of Economic Opportunity (DEO). The laws and regulations listed herein do not encompass all of the laws and regulations that govern the parties in their respective roles under this MOU. All parties expressly agree to comply with the federal laws and regulations listed below unless the laws and regulations that govern their particular program state otherwise:

A. **Jobs for Veterans Act.** Each party agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 2813.

B. **Americans with Disabilities.** Each party, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

C. **Pro-Children Act.** If any activities call for services to minors, each party agrees to comply with the ProChildren Act of 1994 (45 CFR 98.13) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).

D. **Drug-Free Workplace.** Each party, its officers, employees, members, subrecipient(s) and/or any independent contractors (including all field staff) associated with this MOU agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each party will make a good faith effort to ensure that none of its officers, employees, members, and subrecipient(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

E. **Ethics Laws.** Each party certifies that by executing this MOU, it has reviewed Florida Statute, Chapter 112, and knows and understands Florida's ethics and conflict of interest laws. Each party further agrees that it will not engage in any action(s) inconsistent with laws.

Partial Invalidity

All questions as to the execution, validity, interpretation, and performance of this MOU shall be governed by the laws of Florida. Should any portion of this MOU be found unenforceable by operation of statute or by administrative or judicial decision, it is the intention of the parties that the remaining portions of this MOU will not be affected as long as performance remains feasible with the absence of the illegal or unenforceable provision(s).

Counterpart

This agreement may be executed in one or more than one counterpart and each executed counterpart will be considered an original, provided that the counterpart is delivered by facsimile, mail courier or electronic mail, all of which together will constitute one and the same agreement.

MEMORANDUM OF UNDERSTANDING

Workforce Innovation and Opportunity Act (WIOA)
Local Workforce Development Area 06

One-Stop Career Center System
Partners of the American Job Center Network

Signature Page

By signing below, all parties mutually agree to the terms prescribe herein.

Ronnie Moore,
Madison County Board of Commissioners
Chief Local Elected Official

Signature

Date

Danny Collins, Chair
CareerSource North Florida Board

Signature

Date

MEMORANDUM OF UNDERSTANDING

Workforce Innovation and Opportunity Act (WIOA)
Local Workforce Development Area 06

One-Stop Career Center System
Partners of the American Job Center Network

Signature Page

By signing below, all parties mutually agree to the terms prescribe herein.

Brent McNeal, Director
Florida Department of Education
Division of Vocational Rehabilitation

_____ _____
Signature Date

Robert Lee Doyle, III, Director
Florida Department of Education
Florida Division of Blind Services

_____ _____
Signature Date

Manny Diaz, Jr., Commissioner
Florida Department of Education

_____ _____
Signature Date

MEMORANDUM OF UNDERSTANDING

Workforce Innovation and Opportunity Act (WIOA)
Local Workforce Development Area 06

One-Stop Career Center System
Partners of the American Job Center Network

Signature Page

By signing below, all parties mutually agree to the terms prescribe herein.

Matt Pearson, Executive Director
Suwannee River Economic Council

_____ _____
Signature Date

MEMORANDUM OF UNDERSTANDING

Workforce Innovation and Opportunity Act (WIOA)
Local Workforce Development Area 06

One-Stop Career Center System
Partners of the American Job Center Network

Signature Page

By signing below, all parties mutually agree to the terms prescribe herein.

Gail Emerich, Program Manager
Senior Community Service Employment Program (SCSEP)/
National Caucus and Center on Black Aging Inc.

_____ _____
Signature Date

MEMORANDUM OF UNDERSTANDING

Workforce Innovation and Opportunity Act (WIOA)
Local Workforce Development Area 06

One-Stop Career Center System
Partners of the American Job Center Network

Signature Page

By signing below, all parties mutually agree to the terms prescribe herein.

Tim Center, Chief Executive Officer
Capital Area Community Action Agency

_____ _____
Signature Date

MEMORANDUM OF UNDERSTANDING

Workforce Innovation and Opportunity Act (WIOA)
Local Workforce Development Area 06

One-Stop Career Center System
Partners of the American Job Center Network

Signature Page

By signing below, all parties mutually agree to the terms prescribe herein.

Dorothy Lee Wetherington-Zamora, Superintendent
Hamilton County School District

_____ _____
Signature Date

MEMORANDUM OF UNDERSTANDING

Workforce Innovation and Opportunity Act (WIOA)
Local Workforce Development Area 06

One-Stop Career Center System
Partners of the American Job Center Network

Signature Page

By signing below, all parties mutually agree to the terms prescribe herein.

Eydie Tricquet, Superintendent
Jefferson County School District

_____ _____
Signature Date

MEMORANDUM OF UNDERSTANDING

Workforce Innovation and Opportunity Act (WIOA)
Local Workforce Development Area 06

One-Stop Career Center System
Partners of the American Job Center Network

Signature Page

By signing below, all parties mutually agree to the terms prescribe herein.

Robert Edwards, Superintendent
Lafayette County School District

_____ _____
Signature Date

MEMORANDUM OF UNDERSTANDING

Workforce Innovation and Opportunity Act (WIOA)
Local Workforce Development Area 06

One-Stop Career Center System
Partners of the American Job Center Network

Signature Page

By signing below, all parties mutually agree to the terms prescribe herein.

Shirley Joseph, Superintendent
Madison County School District

_____ _____
Signature Date

MEMORANDUM OF UNDERSTANDING

Workforce Innovation and Opportunity Act (WIOA)
Local Workforce Development Area 06

One-Stop Career Center System
Partners of the American Job Center Network

Signature Page

By signing below, all parties mutually agree to the terms prescribe herein.

Ted Roush, Superintendent
Suwannee County School District

_____ _____
Signature Date

Chairperson, Suwannee County School Board

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

MEMORANDUM OF UNDERSTANDING

Workforce Innovation and Opportunity Act (WIOA)
Local Workforce Development Area 06

One-Stop Career Center System
Partners of the American Job Center Network

Signature Page

By signing below, all parties mutually agree to the terms prescribe herein.

Alicia Beshears, Superintendent
Taylor County School District

_____ _____
Signature Date

MEMORANDUM OF UNDERSTANDING

Workforce Innovation and Opportunity Act (WIOA)
Local Workforce Development Area 06

One-Stop Career Center System
Partners of the American Job Center Network

Signature Page

By signing below, all parties mutually agree to the terms prescribe herein.

Jodi N. Tillman, Director
Big Bend Technical College

_____ _____
Signature Date

MEMORANDUM OF UNDERSTANDING

Workforce Innovation and Opportunity Act (WIOA)
Local Workforce Development Area 06

One-Stop Career Center System
Partners of the American Job Center Network

Signature Page

By signing below, all parties mutually agree to the terms prescribe herein.

John Grosskopf, President
North Florida College

_____ _____
Signature Date

Addendum to the Memorandum of Understanding
Infrastructure Funding Agreement

North Florida Workforce Development Board, Inc. / CareerSource North Florida

I. Purpose

This Infrastructure Funding Agreement (IFA) is entered into by and between the **North Florida Workforce Development Board, Inc.** and **CareerSource North Florida** (CSNF) partners. This IFA provides information on the shared infrastructure cost and/or in-kind arrangements. All partners to this IFA recognize that infrastructure costs are applicable to all required partners, whether they are physically located in the career center or not.

The sharing and allocations of infrastructure costs among CSNF partners are governed by Public Law 113-128, the Workforce Innovation and Opportunity Act (WIOA) Sec. 121(b), its implementing regulations and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards at 2 CFR part 200 (Uniform Guidance). Infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the American Job Center (AJC), including, but not limited to:

1. Rental of the facilities;
2. Utilities and maintenance;
3. Equipment, including assessment-related products and assistive technology for individuals with disabilities; and,
4. Technology to facilitate access to the AJC, including technology used for the center's planning and outreach activities.

IFAs must include the following elements:

1. This IFA is effective from July 1, 2023, or the date last executed by both parties, whichever is later, through June 30, 2026, and will be automatically renewed for successive one-year terms. This IFA may be terminated at any time by either party upon thirty (30) days written notice.
2. FTE will be utilized as the allocation bases to determine overall Partner contributions. This will be done in an effort:
    a. To remedy the imbalance of non-physically represented Partners, and
    b. To comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the one-stop center(s) and relative benefit received.
3. The FTE allocation for infrastructure and shared services budget will be periodically reconciled against actual costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to its use of the one-stop center and relative benefit received, and that complies with 2 CFR part 200 (or any corresponding similar regulation or ruling).
4. Identification of all one-stop partners, Chief Local Elected Official(s), and Local Workforce Development Board (LWDB) participating in the IFA.

Partner	Program	FTE %
Chief Local Elected Official: **Commissioner Ronnie Moore**	Madison County Board of Commissioners	
Executive Director: **Diane Head**	WIOA Adult, Dislocated Worker, and Youth Programs; Employment Service; Trade Adjustment Assistance (TAA) Activities. Temporary Assistance for Needy Families (TANF) program; Jobs for Veterans State Grants (JVSG) - LVER & DVOP	89.0%
Department of Education	Division of Blind Services	00.8%
Department of Education	Division of Vocational Rehabilitation	02.0%
Madison County School Board	Adult Education	05.8%
National Caucus and Center on Black Aging Inc. (NCBA	Senior Community Service Employment Program (SCSEP)	00.8%
North Florida College	Career and Technical Education programs- post-secondary level	00.8%
Suwannee River Economic Council (SREC)	Referral and Emergency Services	00.8%

5. The Partners and CSNF conferred regarding the involvement of each partner at the CSNF Centers. The appropriate allocation bases were discussed, and those bases included in this IFA were agreed upon as the most appropriate. CSNF proposed the initial Partner Contribution Amounts as described above and the Partners concurred with their proposal. Finally, the parties discussed the best mechanisms by which to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation and Allocation Base Update section above.

6. All Parties will actively participate in local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, then the following Dispute Resolution process must be followed.

   a. Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the North Florida Workforce Development Board, Inc. Chair (or designee) and all Parties to the MOU regarding the conflict within 10 business days.

   b. The CSNF Chair (or designee) shall place the dispute on the agenda of a special meeting of CareerSource's Executive Committee. The Executive Committee shall

attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Executive Committee members present.

c. The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies.

d. The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.

e. The CSNF Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution.

If Partners in a local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the IFA, then an impasse is declared and the State Funding Mechanism (SFM) is triggered and the IFA will be appealed through the process established by the governor for this purpose.

7. This IFA may be amended or modified with review and consent of all parties. Amendments and modifications must be issued in writing to all parties and sent certified U. S. Mail. All parties must be given a minimum of 30 days to comment prior to the inclusion of any amendment or modification. Oral amendments or modifications shall have no effect.

II. Infrastructure Budget

The Infrastructure Budget is comprised of the following sections:

1. Total Partner Contribution – By cost category, this section provides total AJC costs by partner programs for each cost category: infrastructure costs, additional costs, shared-direct costs and non-shared direct costs.
2. Total Operating Costs Budget: this section provides total AJC costs by cost category, cost pool, cost item, and location.

Infrastructure Budget CAREERSOURCE NORTH FLORIDA: Madison Comprehensive Center		
Cost Category	**Cost Detail**	**Cost**
Rental Costs		
Rent		
Rental of Facilities	**Annual (6000 sq. ft) with CAM**	**$64,967.27**
Subtotal: Rental Costs		**$64,967.27**
Utilities and Maintenance		
Electric	**Annual**	**$14,305.4**
Gas		**$**
Water	**Annual**	**$1734.93**
Internet	**Annual**	**$5067.73**
Telephones	**Annual**	**$**
Facility Maintenance	**Annual**	**$7,200**
Security	**Annual**	**$12,307.41**
Supplies	**Annual**	**$**
Subtotal: Utilities and Maintenance Costs		**$ 40,615.47**
Equipment		
Assessment tools/products		
Assistive Technology (Access and Accommodation)		
Copiers	**Annual**	**$3,315.41**
Fax Machines		**$**
Computers	**Annual**	**$**
Mobile Devices		
Other tangible equipment utilized to serve career center customers (*Specify equipment*)		
Subtotal: Equipment Costs		**$ 3,315.41**
Technology to Facilitate Access to CAREERSOURCE NORTH FLORIDA		
Technology used for planning and outreach activities (*Specify technology*)		

Cost of creation/maintenance of the career center that provides direct service access to (Career Center NAME)		
Subtotal: Technology to Facilitate Access Costs		**$0**
Supplies to Support the General Operation of the Career Center (Local Option)		
Supplies, as defined in 2 CFR 200.94. *Specify Supplies Not Specific to a Co-located Partner (e.g., Printing; Office Supplies)*		**$1531.73**
Subtotal: Supplies to Support the General Operation of the Career Center		**$1531.73**
Common Identifier Costs (Local Option)		
Signage		
Updating Templates/Materials		
Subtotal: Common Identifier		**$0**

Summary of Total Infrastructure Costs to Be Shared by Partners	
Cost Category	**Subtotal Cost**
Subtotal: Rental Costs	**$64,967.27**
Subtotal: Utilities and Maintenance Costs	**$ 40,615.47**
Subtotal: Equipment Costs	**$ 3315.41**
Subtotal: Technology to Facilitate Access Costs	**$0**
Subtotal: Supplies to Support the General Operation of the Career Center	**$1,531.73**
Subtotal: Common Identifier Costs	**$0**
Total Infrastructure Costs	**$ 110,429.88**

III. Cost Allocation Methodology

Partner Program	Customers Served (FTE%)	FTE Cost	Phones/Internet Connections Cost	Total
WIOA Title I: Adult	19.4	$21,423.40	N/A	$37,349
WIOA Title I: Dislocated Worker	.13.6	$15,018.46	N/A	$26,144
WIOA Title I: Youth	.13.6	$15,018.46	N/A	$26,144
WIOA Title I: Job Corps	0	$0	N/A	0
WIOA Title I: YouthBuild	0	$0	N/A	0
WIOA Title I: Native American Programs	0	$0	N/A	0
Migrant and Seasonal Farmworkers Program	0	$0	N/A	0
Wagner-Peyser Act Employment Service Program	4.8	$5,300.63	N/A	$9,337
Trade Adjustment Assistance Activities	0	$0	N/A	0
Jobs for Veterans State Grants Programs	3.9	$4,306.77	N/A	$7470
Senior Community Service Employment Program	3.4	$3,754.62	N/A	$963
Unemployment Compensation	4.8	$5,300.63	N/A	$406
Reentry Employment Opportunities Program (RESEA)	3.9	$4,306.77	N/A	$7,470
The Strengthening Career and Technical Education for the 21st Century Act (Perkins V)	0	$0	N/A	0
Temporary Assistance for Needy Families Program (TANF)	11.6	$12,809.87	N/A	$3,410
Supplemental Nutrition Assistance Program (SNAP)	7.9	$8,723.96	N/A	$18,674

Vocational Rehabilitation (VR)	1.9	$2209	N/A	$2209
Division of Blind Services (DBS)	.8	$883	N/A	$883
Madison County School District	5.8	$6,405	N/A	$6,405
National Caucus and Center on Black Aging Inc. (NCBA)	.8	$883	N/A	$883
North Florida College	.8	$883	N/A	$883
Suwannee River Economic Council (SREC)	.8	$883	N/A	$883

* Total may not equal 100% due to rounding

Any cost allocation methodology selected must:

1. Be consistent with the federal laws authorizing each partner's program (including any local administrative cost requirements);
2. Comply with federal cost principles in the Uniform Guidance;
3. Include only costs that are allowable, reasonable, necessary, and allocable to each program partner;
4. Be based on the proportionate use and of benefit to each partner.

The types of costs that are allowed are through cash, non-cash and third-party in-kind contributions.

Cash Contributions can be identified as payments towards rent, utilities, assistive technology equipment, signage, and office supplies. It must be those components that support the general operation of the AJC.

Non-Cash Contributions are expenditures acquired by partners on behalf of the AJC, and goods/services such as janitorial services, printing, or even consulting and contracting service can be contributed by a partner program and used by the AJC.

Third-Party In-Kind Contributions are made by a third party and include space, equipment, technology, non-personnel services, or other areas to support the infrastructure costs associated with AJC operations. There are two types of third-party in-kind contributions: 1) General contributions to AJC operations. This type is not made on the behalf of any individual AJC partner. 2) Contributions made specifically on behalf of an AJC partner program.

The total In-Kind match for each agency is highlighted in the last column, Total, in the Cost Allocation Methodology. Madison County School District and NCBA are partners to the Infrastructure Agreement by virtue of services provided through the Comprehensive One-Stop Center in Madison. Note that all partners have exceeded their annual infrastructure costs requirements based on FTE.

IV. Partners

Partners funding the costs of infrastructure according to the IFA are the same as those identified in the partners section of the MOU (Parties to the MOU).

Local Workforce Development Board: *Name, Title, Address, Telephone, Email*
Diane Head, Executive Director
705 E Base St. **Madison, FL 32340**
(850) 973-1807
Diane.Head@CareerSourceNorthFlorida.com
Chief Local Elected Official(s): *List All Chief Local Elected Officials and Name, Title, Address, Telephone, Email*
Ronnie Moore, Commissioner
Madison County Board of Commissioners **PO Box 539** **Madison, FL 32341**
(850) 973-3179
District3@madisoncountyfl.com

Required WIOA & Career Center North Florida Partner	**Director / Executive Contact Information (individual with authority to enter into IFA)**
WIOA Adult, Dislocated Worker, and Youth Programs; Employment Service; Trade Adjustment Assistance (TAA) Activities. Temporary Assistance for Needy Families (TANF) program; Jobs for Veterans State Grants (JVSG) - LVER & DVOP	Diane Head, Executive Director 705 E Base St. Madison, FL 32340 (850) 973-1807 Diane.Head@CareerSourceNorthFlorida.com
Division of Vocational Rehabilitation	Brent McNeal, Director Phone: 850-245-3399 325 West Gaines Street Tallahassee, FL 32399-0400

	brent.mcneal@vr.fldoe.org
Division of Blind Services	Robert Lee Doyle, III Phone: (850) 245-300325 West Gaines Street Turlington Building, Suite 1114 Tallahassee, FL 32399-0400 robert.doyle@dbs.fldoe.org
National Caucus and Center on Black Aging Inc. (NCBA)Senior Community Service Employment Programs (SCSEP)	Gail Emerich, Program Manager 6061 Doctor's Park Rd, Milton, FL 32570 (850) 623-3046 gemerich@myncba.com
Madison County School District	Shirley Joseph, Superintendent (850) 973-1500 210 N. Duval St. Madison, FL 32340 Shirley.joseph@mcsbfl.us
North Florida College	John Grosskopf, President Phone: (850) 973-1601 325 NW Turner Davis Dr. Madison, FL 32340 GrosskopfJ@nfc.edu
CSBG Suwannee River Economic Council (SREC)	Matt Pearson, Executive Director Phone: (386) 362-4115 1171 Nobles Ferry Road Live Oak, FL 32064 mattpearson@suwanneeec.net

V. Term of Agreement

This agreement will remain in effect from **July 1, 2023, to June 30, 2026,** of the program year. Agreements shall be reviewed by the parties as necessary or at least once per year as part of the LWDB's Local Plan update.

VI. Signatures

Diane Head

Printed Name **Signature** **Date**

Representing: WIOA Title I, Adult, Dislocated Worker, and Youth Programs

Brent McNeal

Printed Name **Signature** **Date**

Representing: Department of Education, Vocational Rehabilitation

Robert Lee Doyle, III

Printed Name **Signature** **Date**

Representing: Department of Education, Division of Blind Services

Gail Emerich

Printed Name **Signature** **Date**

Representing: National Caucus and Center on Black Aging Inc.

Shirley Joseph

Printed Name **Signature** **Date**

Representing: Madison County School District, Adult education

John Grosskopf

Printed Name **Signature** **Date**

Representing: North Florida College

Matt Pearson

Printed Name **Signature** **Date**

Representing: CSBG Suwannee River Economic Council (SREC)

Infrastructure Funding Agreement Signatory Page

North Florida Workforce Development Board, Inc. / CareerSource North Florida

We affirm that the Local Workforce Development Board and the Chief Local Elected Official of the local area, in partnership, have developed and now submit this Memorandum of Understanding Signature Page and Infrastructure Funding Agreement in compliance with the provisions of the Workforce Innovation and Opportunity Act and instructions issued by the Governor under the authority of the Act.

Submission Date

Workforce Development Board	**Chief Elected Official**
Danny Collins Typed or Printed Name	Ronnie Moore Typed or Printed Name
Chair Typed or Printed Title	Commissioner Typed or Printed Title
Signature	Signature
Date	Date

INFO ONLY
SCSB 2020-58 (REVISED/RENEWAL)

Approved: SCSD
JUL 2 3 2019
Date

Completely New Format and Language

One-stop Delivery System Partnership Agreement

between

NORTH FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.
d/b/a CareerSource North Florida

and

Suwannee County District Schools – Adult and Community Education

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1. Parties to Agreement

The parties represented in this Partnership Agreement (Agreement) are local workforce board, North Florida Workforce Development Board, Inc., d/b/a CareerSource North Florida (CSNF) and local required one-stop partner, Suwannee County District Schools – Adult and Community Education (SCSD-AE) which are collectively referred to as the Parties.

2. Purpose of Agreement

Pursuant to the Workforce Innovation and Opportunity Act (WIOA) [Public Law 113-128 (29 U.S.C. Sec. 3101, *et. seq.*)], and in accordance with the US Departments of Labor and Education Notifications of Proposed Rulemaking (NPRM) at 20CFR parts 676, 677 and 678 and at 34CFR parts 361 and 463, local workforce boards are required to discuss and negotiate a memorandum of understanding (Agreement) relating to the operation of the one-stop delivery system with required one-stop partners to include how the costs of the services and the operating costs of the system will be funded.

As a result of the above CSNF, through the CareerSource North Florida Career Centers (CSNFCC), and SCSD-AE enter in to this Agreement to coordinate their respective responsibilities for furnishing educational and vocational services to career seekers and adult learners. The coordination of services between each party requires the managed flow of information between each other to ensure that policy, procedure, service delivery and resources are provided in a manner that maximizes the likelihood of positive outcomes for their customers.

3. Agreement Period

The Parties hereto agree that each of them may execute this Agreement on different dates, but hereby acknowledge that this MOU shall become effective July 1, 2019 with an expiration date of June 30, 2021. Either party wishing to withdraw from this agreement shall provide a 30-day written notice of termination to the other party.

Notwithstanding the above, this Agreement may be modified at any time by mutual written consent of both Parties.

4. Provision of Services
General Responsibilities

4.1. CSNF, through the CareerSource North Florida Career Centers (CSNFCC), and SCSD-AE will each provide to the other, written procedures that outline their respective referral process. The parties each agree to collaborate in the review of these processes and procedures to ensure compliance with all applicable laws and regulations and facilitate a smooth and seamless workflow.

4.2. CSNFCC and SCSD-AE will each cross promote their respective programs within their organizations as well as externally in the community using a variety of media outreach.

4.3. CSNFCC and SCSD-AE will collaborate with each other on grant funding opportunities and sector strategies as appropriate.

4.4. CSNFCC and SCSD-AE will each offer an annual in-service workshop(s) for faculty and staff to educate each other about services available through their respective programs.

5. Provision of Services
CareerSource North Florida

CSNF, through the CareerSource North Florida Career Centers (CSNFCC) will perform the following functions:

5.1. Through its Training/Business Roundtable, and the Career Pathways Consortium, assist with planning and facilitation of meetings between the Parties.

5.2. Coordinate with SCSD-AE to provide access to workforce services and programs to ensure the needs of career seekers and adult learners are met.

5.2.1. Assist eligible SCSD-AE career seekers and adult learners with Employ Florida Marketplace (EFM) registration.

5.2.2. Adult learners are individuals that are:

5.2.2.1. 16 years of age or older,

5.2.2.2. Are not enrolled or required to be enrolled in secondary school.

5.2.3. Provide career guidance and employment assistance as appropriate for WIOA enrolled learners.

5.2.4. Facilitate essential work skills training for WIOA enrolled learners.

5.2.5. Assist with attainment of industry recognized certifications for WIOA enrolled learners.

5.2.6. All applicable credentialing, screening and test results will be jointly shared between SCSD-AE and CSNF.

5.2.6.1. All adult learners will sign joint release of information consent forms.

5.3. As needed and mutually agreed to, provide non-exclusive office space, meeting area, services and training venues to SCSD-AE staff, as space permits, that include the following:

Office Space Lease
Electricity
Water/Sewer/Trash
Janitorial Services
Property and Liability Insurance
Facility Maintenance
Reception Staff Services
IT Technical Support
Telephone Service
Telecommunication services
Computer Equipment Usage
Copier/Printer/Fax Usage
Computer Software and Supplies

5.4. To facilitate and maintain collaboration, cooperation and ongoing communication with CSNF and the Career Centers' General Manager, the CSNFCC General Manager and Site Managers, or designee, shall serve as the primary points of contact and have responsibility for oversight of the conduct of all center occupants and their operations. However, SCSD-AE has ultimate responsibility to ensure its employees, and customers conduct themselves in a professional, business-like manner.

5.4.1. SCSD-AE faculty and staff shall adhere to the CSNFCC dress code and require the same of their customers.

5.4.1.1. Customers will also be required to adhere to child-friendly hours.

5.4.2. SCSD-AE staff shall communicate any changes to their regular work schedule with the CSNFCC Site Manager, or designee, in a timely manner, so as to allow for adequate time to plan alternative customer scheduling.

5.4.2.1. SCSD-AE is responsible for notifying scheduled customers of the changes.

6. Provision of Services
Suwannee County District Schools – Adult and Community Education

SCSD-AE will perform the following functions:

6.1. Coordinate with CSNF to provide access to Adult Education services and programs to ensure the needs of career seekers and adult learners are met.

6.2. Assist with screening and eligibility determination for workforce services to include, but not limited to, TABE testing as needed or requested for WIOA participants.

6.2.1. All applicable credentialing, screening and test results will be jointly shared between SCSD-AE and CSNF.

6.2.1.1. All adult learners will sign joint release of information consent forms.

6.3. Assist CSNFCC staff in obtaining credentials, academic progress, and other documentation of career seekers and adult learners as required.

6.4. Assist with the attainment of recognized certifications by conducting the following training programs at CSNF Career Centers, or other acceptable locations, pursuant to a mutually agreed to schedule:

6.4.1. GED preparation and testing
6.4.2. English for Speakers of Other Languages (ESOL)
6.4.3. CTE programs as available and appropriate

7. Confidentiality

CSNFCC and SCSD-AE and their respective employees, volunteers, contractors, subcontractors or partners providing services pursuant to this MOU agree to maintain the confidentiality of any and all information regarding career seekers, adult learners or their immediate families that by law are not subject to public disclosure under Article1, Section 24 of the Florida Constitution and section 119.07, F.S. pursuant to Florida Statutes: 443.171; 443.1715; 445.010(2); 414.295; and in accordance with 29 CFR Part 71; 20 CFR 617.57 (b); and 45 CFR 205.50.

The Parties shall abide by all present and future state and federal laws and regulations including CareerSource Florida, Department of Economic Opportunity (DEO) and Florida Department of Education (FDE) policies and procedures pertaining to workforce and adult education programs and grants, privacy requirements and data confidentiality; and data security measures imposed by their respective governing agencies. All SCSD-AE employees, volunteers, contractors, subcontractors or partners granted access to CSNFCC electronic data systems pursuant to this Agreement shall sign confidentiality access agreements required by CSNF for systems access privileges.

8. Dispute Resolution

This Agreement is governed and construed according to the laws of the State of Florida, and the parties expressly submit to its jurisdiction and to the jurisdiction

and venue of the Circuit Court of Suwannee County, Florida. The parties will use best efforts to negotiate to resolve all differences. Each party shall provide written notice to the other party of any dispute regarding this agreement. The receiving party must in turn respond in writing no later than 15 days from the date of receipt. The parties shall first attempt to resolve their dispute informally. If the parties are unable to resolve the dispute in this manner, the matter shall then be forwarded to a mutually agreed to third party for resolution, whose decision shall be final.

9. Funding of One-stop Center Infrastructure and Services Costs

As stated above, WIOA and USDOL and DOE NPRM's require the operation of the one-stop delivery system with required one-stop partners to address how the costs of the services and the operating costs of the one-stop delivery system will be funded.

As a result of the above the Parties will establish a separate contract agreement for SCSD's share of infrastructure costs related to provision of AE services if such is needed.

10. Notices and Communications

All notices related to contractual obligations required herein, shall be considered *received* when delivered to:

For CareerSource North Florida:
Diane Head, Executive Director
CareerSource North Florida
705 E. Base St.
Madison, FL 32340
850.973.1807
Diane.head@careersourcenorthflorida.com

For Suwannee County District Schools – Adult and Community Education:
Ted Roush, Superintendent of Schools
702 2nd Street, NW
Live Oak, FL 32064
386.647.4600
superintendent@suwannee.k12.fl.us

In the event that either party designates different representatives after execution of this Agreement, notice of the name, title, address, email address, and phone number of the new representative shall be rendered in writing to the other party.

11. Signature

The Parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

INFO ONLY

By signing below the following persons attest authority to bind their respective party in a contractual agreement and hereby agree to the terms and conditions set forth in this document.

North Florida Workforce Development Board, Inc.
d/b/a CareerSource North Florida

Diane Head
Diane Head, Executive Director

6/25/19
Date

Suwannee County District Schools – Adult and Community Education

Ted Roush, Superintendent

Date JUL 23 2019

JUL 23 2019
Chairperson, Suwannee County School Board

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

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the Suwannee County School Board ("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, 2024, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

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

6. BILLING

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

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

7. CONFIDENTIALITY

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

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

8. CRIMINAL BACKGROUND CHECKS

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

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

9. AUDITS, RECORDS, AND RECORDS RETENTION

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

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

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

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

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

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

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

10. INDEMNIFICATION

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

11. DEBARMENT & SUSPENSION

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

12. TERMINATION

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

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

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

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

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

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

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

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

13. ARBITRATION

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

14. ENTIRE AGREEMENT; MODIFICATION

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

15. GOVERNING LAW

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

16. COUNTERPARTS

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

17. NOTICES

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

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

Copy to: Mr. Leonard J. Dietzen, III
Rumberger Kirk P.A.
Attorney for Suwannee County School Board
P.O. Box 10507
Tallahassee, FL 32302-2507

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 2023-2024 academic year.

24. E-Verify. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 2023.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Jerry Taylor, Chairman Date

_____ _____
Ted L. Roush, Superintendent Date

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

CONTRACTOR

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

_____ Date _____
Type or Print Name of Witness

Date _____

EXHIBIT A

SERVICES PROVIDED:

See attached proposal for the 2023-2024 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 SUWANNEE COUNTY SCHOOL BOARD FROM RESOLUTIONS IN SPECIAL EDUCATION, INC. FOR PROFESSIONAL AND TECHNICAL SERVICES FOR ESE PROGRAM CONSULTATIONS 2023-2024 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 2023, Winter 2023, Spring 2024, and Summer 2024 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 Ms. Kelly Waters, 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, 2024.

1. 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, Kelly Waters, 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, LORIE NORRIS, RISK MANAGER AT 386-647-4608, LORIE.NORRIS@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 effective on July 1, 2023, between the Suwannee County School Board ("SCSB"), and **Positive Behavior Supports Corp.** ("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 July 1, 2023 and end on June 30, 2024, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

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

6. BILLING

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

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose

to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

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

8. CRIMINAL BACKGROUND CHECKS

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

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

9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not

limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Contractor in order:

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

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

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

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

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

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

10. INDEMNIFICATION

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

11. DEBARMENT & SUSPENSION

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

12. TERMINATION

A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by

giving the other party at least thirty (30) days prior written notice.

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

C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:
   (i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or

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

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

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

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the SUWANNEE COUNTY SCHOOL BOARD'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 AND VENUE

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. Venue for any action brought pursuant to this Agreement shall lie exclusively in Suwannee County, Florida.

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: Ted L. Roush, Superintendent
Suwannee County School Board
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: Mike Nolan, President
Positive Behavior Supports Corp.
7108 S. Kanner Hwy.
Stuart, FL 34997

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 2022-2023 academic year.

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

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

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

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

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

25. NO DISSEMINATION OF CONFIDENTIAL DATA

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

26. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 2023.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Jerry Taylor, 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 Mike Nolan, President
Positive Behavior Supports Corp.

_____ _____
Type or Print Name of Witness Type or Print Name of Contractor

Date _____ Date _____

EXHIBIT A

SERVICES PROVIDED:

The Agency shall:

A. Provide behavior analytic services as requested

B. Present a monthly summary of service rendered

C. Furnish copies of evaluation/reviews as needed

D. Provide oversight/supervision of any staff as requested

E. Comply with all Federal, State, and Local Statutes prohibiting discrimination, abuse, and neglect.

F. Insurance: The Agency agrees to maintain adequate liability insurance coverage on a comprehensive basis to hold such liability insurance at all times during the term of the contract. The Agency accepts full responsibility for identifying and determining the type(s) and extent of liability the consumers to be served under this contract. Upon the execution of the contract, the Agency shall furnish Suwannee County School District written verification supporting both the determination and existence of such coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. At a minimum the following types of insurance will be maintained by the Agency during the term of this contract:

Type	Amount
Comprehensive General Liability (to include professional liability) with a minimum limit of	$1,000,000/ occurrence $2,000,000/ aggregate
Worker's Compensation	Statutory limit, as required

The Suwannee County School Board shall:

A. Follow and pay for agreed upon services in the compensation agreement listed in Exhibit B

B. Obtain client consent as needed

C. Be responsible for encouraging/overseeing that staff utilize behavioral management procedures learned during training and follow ethical guidelines

D. Provide work space for staff as needed

E. Settle any outstanding invoices within 30 days of receipt

CONTRACTOR FEDERAL IDENTIFICATION NUMBER:
INDIVIDUAL SOCIAL SECURITY NUMBER:

IRS Form W-9 on file

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

Mental Health Allocation

EXHIBIT B

FEE SCHEDULE

Cost Description

The following is a proposed summary of cost per service provided at an hourly rate. PBS provides an extensive list of services in addition to the standard daily supports within the school. These rates are derived based on what other state and private funding sources are currently reimbursing.

Type of Independent Contractor	Hourly Rate
Registered Behavior Technician Training (online including competency exam)	$150 per person
Board Certified Behavior Analyst (BCBA or BCBA-D) 5% of hours of RBT	$90.00
Board Certified Assistant Behavior Analyst (BCaBA)	$65.00
Registered Behavior Technician	$40.00
Hourly Training	$200.00
Half Day Training	$500.00 flat rate
Full Day Training	$1,000.00 flat rate
Interventions must be designed and overseen by behavior analysts and therefore we are unable to provide behavior assistant services in isolation.	

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, LORIE NORRIS, RISK MANAGER, AT 386-647-4608, LORIE.NORRIS@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.

INFO ONLY

SCSB 2024-11 (REVISED/RENEWAL)

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is effective on July 1, 2023~~July 26, 2022~~, between the Suwannee County School Board~~School Board of Suwannee County, Florida~~ ("SCSB"), and **Positive Behavior Supports Corp.** ("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 July 1, 2023~~July 26, 2022~~ and end on June 30, 2024~~2023~~, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

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

6. BILLING

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

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it

nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

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

8. CRIMINAL BACKGROUND CHECKS

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

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

9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement.

Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Contractor in order:

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

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

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

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

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

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

10. INDEMNIFICATION

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

11. DEBARMENT & SUSPENSION

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

12. TERMINATION

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

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

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

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

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

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

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

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the SUWANNEE COUNTY SCHOOL BOARD'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.

such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW AND VENUE

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. Venue for any action brought pursuant to this Agreement shall lie exclusively in Suwannee County, Florida.

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Rumberger, Kirk & Caldwell
Attorney for Suwannee County School Board
101 North Monroe Street, Suite 120
Tallahassee, FL 32301

Contractor: Mike Nolan, President
Positive Behavior Supports Corp.
7108 S. Kanner Hwy.
Stuart, FL 34997

18. WAIVER

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19. CAPTIONS

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

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

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Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

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

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

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

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

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

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

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

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

26. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

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

INFO ONLY

SCSB 2024-11 (REVISED/RENEWAL)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 2023—.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Jerry Taylor, Chairperson Date

_____ _____
Ted L. Roush, Superintendent of Schools Date

CONTRACTOR

_____ _____
Witness Signature Mike Nolan, President
Positive Behavior Supports Corp.

_____ _____
Type or Print Name of Witness Type or Print Name of Contractor

Date _____ Date _____

INFO ONLY

SCSB 2024-11 (REVISED/RENEWAL)

EXHIBIT A

SERVICES PROVIDED:

The Agency shall:

A. Provide behavior analytic services as requested

B. Present a monthly summary of service rendered

C. Furnish copies of evaluation/reviews as needed

D. Provide oversight/supervision of any staff as requested

E. Comply with all Federal, State, and Local Statutes prohibiting discrimination, abuse, and neglect.

F. Insurance: The Agency agrees to maintain adequate liability insurance coverage on a comprehensive basis to hold such liability insurance at all times during the term of the contract. The Agency accepts full responsibility for identifying and determining the type(s) and extent of liability the consumers to be served under this contract. Upon the execution of the contract, the Agency shall furnish Suwannee County School District written verification supporting both the determination and existence of such coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. At a minimum the following types of insurance will be maintained by the Agency during the term of this contract:

Type	Amount
Comprehensive General Liability (to include professional liability) with a minimum limit of	$1,000,000/ occurrence $2,000,000/ aggregate
Worker's Compensation	Statutory limit, as required

The Suwannee County School Board shall:

A. Follow and pay for agreed upon services in the compensation agreement listed in Exhibit B

B. Obtain client consent as needed

C. Be responsible for encouraging/overseeing that staff utilize behavioral management procedures learned during training and follow ethical guidelines

D. Provide work space for staff as needed

E. Settle any outstanding invoices within 30 days of receipt

CONTRACTOR FEDERAL IDENTIFICATION NUMBER:
INDIVIDUAL SOCIAL SECURITY NUMBER:

IRS Form W-9 on file

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

Mental Health Allocation

INFO ONLY

SCSB 2024-11 (REVISED/RENEWAL)

EXHIBIT B

FEE SCHEDULE

Cost Description

The following is a proposed summary of cost per service provided at an hourly rate. PBS provides an extensive list of services in addition to the standard daily supports within the school. These rates are derived based on what other state and private funding sources are currently reimbursing.

Type of Independent Contractor	Hourly Rate
Registered Behavior Technician Training (online including competency exam)	$150 per person
Board Certified Behavior Analyst (BCBA or BCBA-D) 5% of hours of RBT	$90.00~~85.00~~
Board Certified Assistant Behavior Analyst (BCaBA)	$65.00
Registered Behavior Technician	$40.00~~37.00~~
Hourly Training	$200.00~~150.00~~
Half Day Training	$500.00 flat rate
Full Day Training	$1,000.00 flat rate
Interventions must be designed and overseen by behavior analysts and therefore we are unable to provide behavior assistant services in isolation.	

INFO ONLY

SCSB 2024-11 (REVISED/RENEWAL)

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, LORIE NORRIS, RISK MANAGER~~VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER~~, AT 386-647-~~4608~~4609, LORIE.NORRIS@SUWANNEE.K12.FL.US~~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.

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VIRTUAL LEARNING LAB AGREEMENT
by and between
FLORIDA VIRTUAL SCHOOL
and
SUWANNEE COUNTY SCHOOL BOARD

This Virtual Learning Lab Agreement ("Agreement") is entered into by and between Florida Virtual School ("FLVS") and Suwannee County School Board ("District"), collectively referred to hereinafter as the "Parties" or "Party."

WHEREAS, FLVS is a corporate body and political subdivision of the State of Florida which serves a component of Florida's Early Learning-20 Education System; and

WHEREAS, the District is a corporate body and political subdivision of the State of Florida which governs and controls the above-named School District; and

WHEREAS, the District desires to utilize FLVS services as a Virtual Learning Lab ("VLL"), providing an innovative learning solutions for students; and

WHEREAS, the Parties find the terms of this Agreement mutually beneficial and in the best interests of the students and families which they both serve.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

INCORPORATION OF RECITALS

The foregoing recitals are true, correct, and incorporated herein by reference.

1. **DEFINITIONS**

a) "Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control of another person or entity. "Control" as used here means the legal, beneficial, or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting interest in such entity.

b) "Authorized Third Parties" means any non-employee agent, representative, independent contractor, sub-contractor, or consultant of the District whose

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duties or services require or include access to or use of the Licensed Materials on behalf of or at the direction of the District.

c) "Authorized Users" means District personnel directly employed by the District whose duties require or include access to or use of the Licensed Materials.

d) "Completion" means "Successful Completion" and "Completed Failing." "Successful Completion" means any half credit enrollment which achieves a completed status with a final grade higher than F, as issued through the final grade report in the Virtual School Administrator. "Completed Failing" means any half credit enrollment which achieves a completed status with a final grade of F, as issued through the final grade report in the Virtual School Administrator.

e) "Confidential Information" means (i) all information of either Party or its Affiliates or of third persons to whom the Party owes a duty of confidence that is marked confidential, restricted, or proprietary, or that may reasonably be considered as confidential from its nature or from the circumstances surrounding its disclosure; and (ii) the Licensed Materials.

f) "Data" means District information entered into the LMS or VSA to include, but not limited to, student, staff, school, and parent information.

g) "Intellectual Property" means proprietary commercial, industrial, and intellectual products and property (both tangible and intangible) as well as proprietary designs, information, processes, ideas, inventions, copyrights, trademarks, service marks, patents, trade secrets, and other legal rights and privileges held by FLVS, including those associated with and/or arising from the Licensed Materials.

h) "Intellectual Property Rights" includes all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights.

i) "Learning Management Systems" or "LMS" means the software-based system that must be utilized to access the FLVS courses and course components.

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j) "Licensed Materials" means the FLVS courses, course components, assessments, third-party components, Learning Management System (LMS), and Virtual School Administrator (VSA).

k) "Virtual School Administrator" or "VSA" means the FLVS student information and registration system.

2. LICENSE GRANT

FLVS grants to the District a restricted, non-exclusive, non-transferable license to use the Licensed Materials beginning as of the date upon which the Agreement is fully executed by both Parties and terminating pursuant to Section 3, "Term" of this Agreement. The District acknowledges and agrees that the Licensed Materials may only be accessed and used by Authorized Users and Authorized Third Parties for purposes of academic instruction and assessment of District students in accordance with this Agreement. Any other access or use of the Licensed Materials is strictly prohibited.

3. TERM

The term of this Agreement commences as of the date upon which it is fully executed by both Parties and ends on the term checked below (the "Term"). The District acknowledges that if the three (3) year term below is selected, the Completion price will be subject to modification prior to the start of each academic school year at the sole discretion of FLVS.

District hereby agrees to accept said VLL Agreement for:

X one (1) academic school year term, July 1, 2023, through June 30, 2024

___ three (3) academic school year terms, July 1, 2023, through June 30, 2026

4. DISTRICT OBLIGATIONS

The District shall:

a) Complete an accurate and timely (pursuant to Section 7, "Notice in Advance of Start Date" of this Agreement), reservation in VSA to secure courses, subject to approval by FLVS.

b) Select academically appropriate courses by the dates set forth under Section 7, "Notice in Advance of Start Date" of this Agreement for the following enrollment periods:

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- Fall: May 31 to September 1.
- Spring: November 15 to January 24.
- Summer: April 1 to June 1.

c) Provide FLVS with a complete student information roster with the minimum data requirements (last name, first name, date of birth, gender, and grade level). Noncompliance with this provision will result in FTE reported by FLVS.

d) Designate a Virtual Learning Lab facilitator to monitor students. It is not required that the facilitator be a certified instructor.

e) Grant computer access to enrolled students, along with the minimum technology required to utilize FLVS services[1].

f) Provide two-way long-distance communication access for FLVS Instructor – student phone calls.

g) Provide access to stakeholders involved in the success of the VLL for training and communications from FLVS.

h) Ensure parental notification of students' participation in the District VLL.

i) Report and collect the proper full-time equivalent ("FTE") student status, pursuant to Section 1011.61, Florida Statutes, associated with enrollments.

j) Uphold and support the FLVS policies regarding Academic Integrity set forth in Section 8, "Academic Integrity in the VLL" of this Agreement by helping to minimize individual student violations and hold students accountable who do not follow FLVS and District policies relating to academic integrity.

k) Monitor student progress and communicate with teachers to ensure students complete courses according to their pace chart. Students are expected to work weekly and must be completed with the course segment by the end of the semester in which the course was started.

5. FLVS OBLIGATIONS

FLVS shall provide to the District:

a) Appropriate training for the District VLL facilitator, including VLL support strategies.

b) Appropriate training for the District counselor(s) involved in the VLL.

[1] Said minimum requirements are set forth at https://www.flvs.net/student-resources/system-requirements.

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c) Appropriate training for District administration related to the VLL.

d) A registration process specifically designed for VLL students.

e) Ongoing virtual and/or face-to-face support from an FLVS instructor, District Relations Manager, Blended Learning Specialist, and/or FLVS support staff.

f) Qualified, Florida state-certified instructors who will provide direct instruction using synchronous teaching methods.

g) Evaluation and support of all members of the District VLL.

h) Progress monitoring tools at District, student, and school level.

i) Invoices for Completions.

j) Data required for FTE reporting by the District to the Florida Department of Education.

6. FEES AND PAYMENT

FLVS will invoice the District three hundred and twenty-five dollars ($325.00) for each Completion. The District shall pay the invoice within thirty (30) days of receipt of the undisputed invoice in accordance with the local Government Prompt Payment Act. Any fees associated with Advanced Placement and Industry Certification examinations will be the responsibility of the school or District reporting the FTE.

Invoice Schedule: District/School will be invoiced for enrollments that have completed during each billing cycle (the Completions), and all Completions will be further identified by status "Successful Completion" or "Completed Failing" in VSA. The billing cycle is outlined in the table below.

Cycle	Enrollment Data Date Range	Invoice Sent On or Before
Cycle 1	July – October	November 30th
Cycle 2	November – February	March 31st
Cycle 3	March – June	June 30th
Cycle 4	True-up/Enrollments not captured in previous cycle	July 31st

Billing Contacts:

District: Suwannee County	Florida Virtual School
Name: Lori Torres	Name: Mihaela Brehoi
School/District Address: 1740 Ohio Ave. S Live Oak, FL 32064	Address: 5422 Carrier Drive, Suite 201, Orlando, FL 32819

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Email: lori.torres@suwannee.k12.fl.us	**Email:** mbrehoi@flvs.net
Telephone No.: 386-647-4600	**Telephone No.:** 407-513-3615

7. **NOTICE IN ADVANCE OF START DATE**

The District shall provide FLVS with notice regarding the number of seats needed for the District VLL. Said notice shall contain a formal request of course(s) submitted via the VSA, and shall be submitted prior to the District VLL start date as follows:

a) two (2) to twenty-nine (29) students no less than ten (10) days; and

b) thirty (30) to one hundred forty-nine (149) students no less than thirty (30) days; and

c) one hundred fifty (150) or greater students no less than sixty (60) days' notice.

In addition to the notice described in this Section, the District shall provide FLVS with a list of registered students no later than ten (10) days prior to the District VLL start date.

Failure to comply with this subsection may result in one or more of the following, subject to FLVS' sole discretion: (1) a delay to the District VLL start date, (2) students may be enrolled in the FLVS Flex program, and any FTE sharing shall apply for students not enrolled in the District VLL, or (3) denial of future lab request(s).

8. **ACADEMIC INTEGRITY IN THE VLL**

To ensure the highest standards of academic integrity, FLVS instructors shall: (1) act as a resource for student questions, (2) submit various assignments into the Turnitin.com database or, upon prior notice to the District, any subsequent system utilized by FLVS, (3) coordinate any academic integrity issues with the lab facilitator, their Instructional Leader, and Academic Integrity Support Personnel, (4) verify student mastery of content through Discussion-Based Assessments and authentic assessments, and (5) convey incidents and consequences to the District VLL student(s) and facilitator(s).

District facilitators shall: (1) provide supervision through close proximity while circulating the lab, (2) encourage students to seek support from FLVS Instructors, (3) encourage students to seek support from the facilitator, (4) discourage inappropriate collaboration of students, (5) ensure students are provided with appropriate equipment and that the equipment is not shared by students who are actively working in the same

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FLVS coursework, (6) require that students protect their password information and coursework, (7) protect students' user names, passwords, and other private information, (8) adjust seating arrangements to help promote students' integrity, (9) communicate with the student, FLVS Instructor and Academic Integrity Investigator with regards to concerns and consequences.

9. TERMINATION

This Agreement may be terminated by:

a) either Party without cause upon delivery of written notice of intent to terminate this Agreement provided to the other Party not less than thirty (30) days prior to the effective date of such termination, subject to Section 10, "Termination for Convenience" of this Agreement; or

b) written agreement executed by both Parties; or

c) FLVS at any time if the District, upon notice by FLVS and expiration of a five (5) day opportunity to cure period, fails to perform any duties or covenants of this Agreement; or

d) the District at any time if FLVS, upon notice by the District and expiration of a ten (10) day opportunity to cure period, fails to perform any duties or covenants of this Agreement.

10. TERMINATION FOR CONVENIENCE

Anything to the contrary notwithstanding, the District may terminate this Agreement without cause and for convenience with thirty (30) days prior written notice to FLVS prior to the end of the current term. In the event of a termination for convenience, the District shall pay FLVS for all services properly and fully rendered prior to the date of termination. In the event of such termination, the Parties—by mutual written agreement—may extend the notice of termination period to one beyond the thirty (30) day notice period prescribed herein to ensure completion of services and/or to prevent any interruption of instruction and disruption of the delivery of services to the students.

11. BACKGROUND SCREENING

FLVS agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes. All FLVS personnel who: (1) are to be permitted access to the District's school grounds when students are present, (2) will have direct contact with

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the District's students, or (3) have access or control of the District's funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. FLVS shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed to maintain the fingerprints provided with respect to FLVS and its personnel. The Parties agree that the failure of FLVS to perform any of the duties described in this Section shall constitute a material breach of this Agreement entitling District to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, FLVS agrees to indemnify and hold harmless District, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in FLVS's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by District's or FLVS of sovereign immunity or of any rights or limits to liability or damages existing under Section 768.28, Florida Statutes.

12. INTELLECTUAL PROPERTY RIGHTS

The District acknowledges and agrees that all FLVS content, software, courses, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, "Works") made available to the District pursuant to this Agreement are protected via copyrights, trademarks, service marks, patents, trade secrets, and/or other proprietary laws and/or regulations, and FLVS retains all right, title, and interest in and to the Works. The District further acknowledges that it has no ownership of or proprietary interest in the Works except as expressly granted in this Agreement.

Absent the express written authorization by and consent of FLVS, the District will not sell, license, sublicense, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create the Works or any other component of the Licensed Materials. Further, the District will not take or knowingly permit any action or omission that jeopardizes or impairs FLVS's rights in the Works or Licensed Materials. For instance, the District will not: (a) disassemble, reverse compile, reverse engineer, or otherwise attempt to discover the source code of or trade

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secrets embodied in the Works; (b) transfer, assign, distribute, rent, sell, or grant sublicenses to or otherwise make available the Works or any element thereof to any third parties; (c) embed or incorporate in any manner the Works or any element thereof into other applications or products belonging to and/or utilized by the District; (d) use or transmit the Works in violation of this any state or federal law or regulation applicable to the terms of this Agreement or the Licensed Materials; (e) access, use, or copy any portion of the Works (including any component of its logic, structure, and architecture) to develop, promote, distribute, sell, or support any other product or service; or (f) remove, obscure, or alter any FLVS symbol, copyright notice, mark, name, logo, tagline, or other similar designation displayed on or through any portion of the Works.

13. **CHILDREN'S ONLINE PRIVACY PROTECTION ACT ("COPPA")**

The District shall be responsible for ensuring full compliance with COPPA and all rules promulgated thereunder.

14. **SOFTWARE SECURITY**

The District will ensure all reasonable measures are taken to protect the Licensed Materials from any unauthorized use. The District shall strictly limit access to the Licensed Materials to Authorized Users and Authorized Third Parties. FLVS will ensure all reasonable measures are taken to protect the District Data while in use at the FLVS site. Reasonable measures are defined as the District Data being stored on a secure server in a secured building behind an internet firewall with role-based level password protection for all access to such Data.

15. **DATA/SECURITY BREACH**

The Parties acknowledge their respective obligations to comply with all data privacy laws, including Section 501.171, Florida Statutes. Upon knowledge of a data security breach, the breached Party shall notify the other Party immediately, and in no event later than thirty (30) days following a determination of a breach of data security involving the other Party's data. Additionally, each Party shall fully cooperate with the other regarding their respective statutory obligations with respect to security breaches, including all statutory and regulatory notification requirements.

16. **E-VERIFY**

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In accordance with Section 448.095, Florida Statutes, the Parties shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement.

17. **THIRD-PARTY REQUIREMENTS**

The District is solely responsible for ensuring that the Licensed Materials/FLVS courses meet the requirements of any third-party organization that the District seeks to satisfy. For example, the National Collegiate Athletic Association ("NCAA") has specific guidelines regarding the acceptance of distance learning or credit recovery courses for student-athletes. The District accepts responsibility for these criteria to the extent that it uses the Licensed Materials for students who desire to meet NCAA eligibility criteria. Similarly, the District is responsible for completing any College Board audit procedures required with respect to any Advanced Placement ("AP") courses if the District intends to offer any Licensed Materials courses as AP courses.

18. **WARRANTIES OF FLVS**

FLVS warrants that all components of the Licensed Materials shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, FLVS shall, to the extent permitted by law, indemnify and hold harmless the District, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark arising or resulting from use of the Licensed Materials.

If a component of the Licensed Materials becomes or is likely to become the subject of an infringement claim, FLVS may, at its option and expense: (a) procure for the District the right to continue using such component; (b) replace or modify the affected component so it becomes non-infringing and remains functionally equivalent; or (c) require the return of the affected component, allow the District to return other components intended to operate with the affected component, and refund to the District that portion of the license fees attributable to the returned product, prorated in accordance with the unused portion of the term.

19. **CONFIDENTIAL INFORMATION**

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To the extent permitted by law, each Party agrees to maintain the Confidential Information of the other Party. For the purposes of this Agreement, FLVS is hereby designated a school official for the purposes of receiving confidential student information and District Data. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student information for the purposes of this Agreement and for no other purpose. Upon the termination or expiration of this Agreement, FLVS shall maintain the confidential student information for the time period required by Florida law.

As FLVS may receive District Data that is otherwise confidential, FLVS shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records.

20. ACCOMMODATIONS FOR STUDENTS WITH EXCEPTIONALITIES

The District is responsible for complying with all federal and state requirements, including IDEA and Section 504 in connection with its use and implementation of the Licensed Materials. Furthermore, the District is responsible for providing any required services to support and accommodate students with special needs. The District acknowledges that virtual learning programs are not appropriate for all students, and it is the District's responsibility to ensure that its delivery and implementation of the Licensed Materials is appropriate for each participating student. FLVS will not be responsible to make such a determination and is not required to make any associated modifications to the Licensed Materials. The District may opt to share information about students with exceptionalities by ensuring the students' IEP or 504 plan is shared with FLVS.

21. ENGLISH LANGUAGE LEARNER STUDENTS

The District is responsible for providing appropriate equal access to all students, including ELL students. It is also responsible for ensuring compliance with the Florida META Consent Decree and other federal and state laws and regulations in connection with its use and implementation of the Licensed Materials.

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22. **PUBLIC RECORDS NOTICE**

The Parties are required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of their duties under this Agreement. Accordingly, the Parties shall:

a) Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119, Florida Statutes.

b) Provide to each other, upon request and free of charge, a copy of each record which either Party seeks to produce in response to a public records request.

c) Ensure that Agreement Data that are considered exempt under Chapter 119, Florida Statutes, are not disclosed except as authorized by law.

d) Upon completion of their obligations under the Agreement, transfer to each other, at no cost, all Agreement Data in their possession or otherwise keep and maintain such data/records as required by law.

Either Party's failure to comply with the provisions set forth in this Section shall constitute a default and material breach of this Agreement, which may result in immediate termination by the non-breaching Party without penalty to them.

IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR THE DISTRICT DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE DISTRICT SHALL CONTACT FLVS's CUSTODIAN OF PUBLIC RECORDS AT 5422 CARRIER DRIVE, SUITE 201 ORLANDO, FLORIDA 32819, OR AT 407-490-2879, OR AT: custodianofrecords@flvs.net. IN TURN, IF FLVS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, FLVS SHALL CONTACT THE DISTRICT CUSTODIAN OF PUBLIC RECORDS LORIE NORRIS AT

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1740 OHIO AVE S, LIVE OAK, FL 32064 OR AT 386-647-4608: OR AT LORIE.NORRIS@SUWANNEE.K12.FL.US.

23. **RESERVATION OF SOVEREIGN IMMUNITY**

FLVS and the District acknowledge and affirm the limited waiver of sovereign immunity as to tort claims arising from the negligent or wrongful conduct of an officer or employee as specified in Section 768.28, Florida Statutes. Subject to and within the limitations of Sections 163.01 and 768.28, Florida Statutes, FLVS and the District agree to be responsible only for such claims and damages caused by the actions or inaction of their own respective officers and employees while functioning within the scope of their official duties. Nothing herein shall be construed or interpreted as an agreement by one Party to indemnify the other, nor as an obligation to or consent to be sued by a third party. Furthermore, nothing herein shall be construed or interpreted as an agreement by either Party to waive the monetary limitations (*i.e.*, "statutory caps") of liability set forth in Chapters 163 and 768, Florida Statutes.

24. **INDEMNIFICATION**

To the extent permitted by law, FLVS and District hereby acknowledge their respective entitlement to sovereign immunity and the limited waiver of sovereign immunity as to certain tort and negligence claims pursuant to Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of any such immunity nor as an agreement by either Party to indemnify or defend the other. Furthermore, nothing herein shall be construed as an obligation of either Party to defend, sue, or consent to be sued by a third party. Rather, FLVS and District agree to be responsible only for such claims and damages caused by the tortious or otherwise negligent action or inaction of their own officers and employees while functioning within the scope of their official duties, and their respective liability for such damages shall be limited to the amounts set forth in Section 768.28, Florida Statutes.

25. **FORCE MAJEURE**

Neither Party to this Agreement shall be liable for delays or failures in performance under this Agreement resulting from acts or events beyond the reasonable control of such Party ("Force Majeure Event"), including acts of war, terrorism, acts of God, epidemic or pandemic, any police action of the federal, state, or local government, an

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earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions. The Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, restriction, or interference; provided however, that the Party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

26. **DISCLAIMERS AND OTHER LIMITATIONS OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR THE EXPRESS WARRANTIES HEREIN STATED, ALL INFORMATION, PRODUCTS, GOODS, AND/OR SERVICES PROVIDED BY OR THROUGH FLVS PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OR CONDITION OF ANY KIND. EXCEPT FOR THE EXPRESS WARRANTIES HEREIN STATED, FLVS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS WITH REGARD TO THE LICENSED MATERIALS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

THE LIABILITY OF FLVS IS LIMITED IN ACCORDANCE WITH FLORIDA LAW AND THE TERMS OF THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL FLVS BE LIABLE FOR ANY SPECIAL, EXEMPLARY, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES TO THE DISTRICT OR TO ANY THIRD PARTY FOR LOSS OF USE, DATA, OR PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE LICENSED MATERIALS. SUBJECT TO THE LIMITS SET FORTH IN SECTION 768.28, FLORIDA STATUTES, THE DISTRICT RECOVERY, IF ANY, SHALL BE LIMITED TO THE DISTRICT ACTUAL AND DIRECT DAMAGES AND THE MAXIMUM AGGREGATE AMOUNT OF ANY SUCH DAMAGES RECOVERABLE TO THE DISTRICT SHALL BE NO GREATER THAN THE SUMS PAID BY THE DISTRICT TO FLVS FOR THE LICENSED MATERIALS PURSUANT TO THIS AGREEMENT.

27. **DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS**.

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EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED MATERIALS, SUPPORT, OR SERVICES THAT ARE THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE THE DISTRICT SPECIFIC LEGAL RIGHTS. THE DISTRICT MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

28. **RELATIONSHIP OF THE PARTIES**

At all times during the term of this Agreement, the Parties shall be considered independent contractors and not employees of each other, and nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties. Neither Party is authorized to, nor shall either Party act toward third persons or the public in any manner that would indicate anything other than an independent contractor relationship with the other Party.

29. **NO PRESUMED CONSTRUCTION AGAINST DRAFTER(S)**

The Parties acknowledge that they have both had an opportunity to craft the terms and scope of this Agreement. Accordingly, each and every term of this Agreement shall be construed in accordance with the fair meaning of such term and there shall be no presumption against either Party for having drafted or participated in the drafting of this Agreement.

30. **DESCRIPTIVE HEADINGS**

The headings used herein are descriptive only and are not determinative as to the meaning or effect of any term of this Agreement.

31. **BINDING EFFECT**

This Agreement shall be binding upon and exclusively inure to the benefit of the Parties and their respective officers, employees, and authorized agents. The Parties do not intend for this Agreement to be binding upon or inure to the benefit of any other person, entity, or party.

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32. **NOTICES**

All notices, demands, and other communications required or permitted pursuant to this Agreement shall be provided in writing and directed to the following contacts:

As to FLVS:

Larry Banks, Senior Director of Partner Services, Florida
Florida Virtual School
5422 Carrier Drive, Suite 201
Orlando, FL 32819
Email: lbanks@flvs.net *and* procurement@flvs.net

With a copy to:

Office of General Counsel
Florida Virtual School
5422 Carrier Drive, Suite 201
Orlando, FL 32819
Email: ogc@flvs.net

As to the District:

Ted L. Roush, Superintendent of Schools
Suwannee County School Board
1740 Ohio Avenue South
Live Oak, FL 32064
superintendent@suwannee.k12.fl.us

With a copy to:

Leonard J. Dietzen, III
Rumberger Kirk P.A.
P. O. Box 10507
Tallahassee, FL 32302-2507
ldietzen@fumberger.com

33. **NO WAIVER**

No delay or failure to act on the part of either Party in exercising any right, power, or privilege under this Agreement shall impair any such right, power, or privilege or constitute a legal waiver or acquiescence regarding any such right, power, or privilege. Nor shall any single or partial exercise of any right, power, or privilege arising from this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. No waiver shall be valid and enforceable against either Party unless it is agreed upon in writing that is authorized and signed by the Party against whom enforcement of such waiver is sought.

34. **OPPORTUNITY TO CONSULT WITH COUNSEL**

Florida Virtual SCHOOL

Each Party acknowledges that it had an opportunity to consult with counsel of their own choice regarding the development and drafting of this Agreement.

35. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions.

36. **DISPUTE RESOLUTION**

The Parties agree that they will use their best efforts to settle any and all disputes arising out of or in connection with this Agreement, including disputes as to its validity, interpretation, performance, and alleged breach, prior to initiating any legal proceeding, whether judicial or administrative in nature.

37. **PARTICIPATION IN SIMILAR ACTIVITIES**

This Agreement in no way restricts FLVS or the District from participating in similar activities with other public or private agencies, organizations, and individuals.

38. **SEVERABILITY**

The terms of this Agreement shall be severable such that, if any term herein is deemed unlawful, invalid, or unenforceable, such term shall not affect the validity and enforceability of any other terms of the Agreement.

39. **NO ASSIGNMENT**

This Agreement may not be assigned, transferred, or conveyed in whole or in part by either Party.

40. **EXECUTION**

Each Party acknowledges that it has executed or caused the execution of this Agreement on its own behalf in reliance on their own judgment and without coercion, duress, or undue influence. Each person signing this Agreement on behalf of either Party individually warrants that each has full legal power to execute this Agreement on behalf of the Party for whom each is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement. This Agreement may be executed via electronic signature and in counterparts, any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument.

41. **ENTIRE AGREEMENT**

Florida Virtual SCHOOL

This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and the terms of this Agreement supersede and replace any conflicting or inconsistent terms of any other agreement(s) between the Parties. Any amendment or modification of this Agreement and any waiver of its terms must be reduced to a writing which is authorized and signed by both Parties.

WHEREFORE, the Parties agree upon the foregoing terms and conditions of this Agreement and bind themselves to each other and to the covenants and promises herein stated through each of their authorized representatives/signatories below:

FLORIDA VIRTUAL SCHOOL

By *(Authorized Signature)*	Date

Printed Name and Title of Person Signing:

Address: 5422 Carrier Drive, Suite 201, Orlando, FL 32819

Approved as to legal form and sufficiency by:

FLVS Office of General Counsel

SUWANNEE COUNTY SCHOOL BOARD

By *(Authorized Signature)*	Date

Ted L. Roush, Superintendent of Schools

1740 Ohio Avenue South, Live Oak, FL 32064

Approved as to legal form and sufficiency by:

School Board Attorney/Legal Counsel for the Suwannee County School Board

Chairperson, Suwannee County School Board

INFO ONLY

Florida Virtual SCHOOL

VIRTUAL LEARNING LAB AGREEMENT
by and between
FLORIDA VIRTUAL SCHOOL
and
SUWANNEE COUNTY SCHOOL BOARD

This Virtual Learning Lab Agreement ("Agreement") is entered into by and between Florida Virtual School ("FLVS") and Suwannee County School Board ("District"), collectively referred to hereinafter as the "Parties" or "Party."

WHEREAS, FLVS is a corporate body and political subdivision of the State of Florida which serves a component of Florida's Early Learning-20 Education System; and

WHEREAS, the District is a corporate body and political subdivision of the State of Florida which governs and controls the above-named School District; and

WHEREAS, the District desires to utilize FLVS services as a Virtual Learning Lab ("VLL"), providing an innovative learning solutions for students; and

WHEREAS, the Parties find the terms of this Agreement mutually beneficial and in the best interests of the students and families which they both serve.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

INCORPORATION OF RECITALS

The foregoing recitals are true, correct, and incorporated herein by reference.

1. **DEFINITIONS**

a) "Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control of another person or entity. "Control" as used here means the legal, beneficial, or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting interest in such entity.

b) "Authorized Third Parties" means any non-employee agent, representative, independent contractor, sub-contractor, or consultant of the District whose

duties or services require or include access to or use of the Licensed Materials on behalf of or at the direction of the District.

c) "Authorized Users" means District personnel directly employed by the District whose duties require or include access to or use of the Licensed Materials.

d) "Completion" means "Successful Completion" and "Completed Failing." "Successful Completion" means any half credit enrollment which achieves a completed status with a final grade higher than F, as issued through the final grade report in the Virtual School Administrator. "Completed Failing" means any half credit enrollment which achieves a completed status with a final grade of F, as issued through the final grade report in the Virtual School Administrator.

e) "Confidential Information" means (i) all information of either Party or its Affiliates or of third persons to whom the Party owes a duty of confidence that is marked confidential, restricted, or proprietary, or that may reasonably be considered as confidential from its nature or from the circumstances surrounding its disclosure; and (ii) the Licensed Materials.

f) "Data" means District information entered into the LMS or VSA to include, but not limited to, student, staff, school, and parent information.

g) "Intellectual Property" means proprietary commercial, industrial, and intellectual products and property (both tangible and intangible) as well as proprietary designs, information, processes, ideas, inventions, copyrights, trademarks, service marks, patents, trade secrets, and other legal rights and privileges held by FLVS, including those associated with and/or arising from the Licensed Materials.

h) "Intellectual Property Rights" includes all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights.

i) "Learning Management Systems" or "LMS" means the software-based system that must be utilized to access the FLVS courses and course components.

j) "Licensed Materials" means the FLVS courses, course components, assessments, third-party components, Learning Management System (LMS), and Virtual School Administrator (VSA).

k) "Virtual School Administrator" or "VSA" means the FLVS student information and registration system.

2. LICENSE GRANT

FLVS grants to the District a restricted, non-exclusive, non-transferable license to use the Licensed Materials beginning as of the date upon which the Agreement is fully executed by both Parties and terminating pursuant to Section 3, "Term" of this Agreement. The District acknowledges and agrees that the Licensed Materials may only be accessed and used by Authorized Users and Authorized Third Parties for purposes of academic instruction and assessment of District students in accordance with this Agreement. Any other access or use of the Licensed Materials is strictly prohibited.

3. TERM

The term of this Agreement commences as of the date upon which it is fully executed by both Parties and ends on the term checked below (the "Term"). The District acknowledges that if the three (3) year term below is selected, the Completion price will be subject to modification prior to the start of each academic school year at the sole discretion of FLVS.

District hereby agrees to accept said VLL Agreement for:

_X_ one (1) academic school year term, July 1, 2023, through June 30, 2024

___ three (3) academic school year terms, July 1, 2023, through June 30, 2026

4. DISTRICT OBLIGATIONS

The District shall:

a) Complete an accurate and timely (pursuant to Section 7, "Notice in Advance of Start Date" of this Agreement), reservation in VSA to secure courses, subject to approval by FLVS.

b) Select academically appropriate courses by the dates set forth under Section 7, "Notice in Advance of Start Date" of this Agreement for the following enrollment periods:

- Fall: May 31 to September 1.
- Spring: November 15 to January 24.
- Summer: April 1 to June 1.

c) Provide FLVS with a complete student information roster with the minimum data requirements (last name, first name, date of birth, gender, and grade level). Noncompliance with this provision will result in FTE reported by FLVS.

d) Designate a Virtual Learning Lab facilitator to monitor students. It is not required that the facilitator be a certified instructor.

e) Grant computer access to enrolled students, along with the minimum technology required to utilize FLVS services[1].

f) Provide two-way long-distance communication access for FLVS Instructor – student phone calls.

g) Provide access to stakeholders involved in the success of the VLL for training and communications from FLVS.

h) Ensure parental notification of students' participation in the District VLL.

i) Report and collect the proper full-time equivalent ("FTE") student status, pursuant to Section 1011.61, Florida Statutes, associated with enrollments.

j) Uphold and support the FLVS policies regarding Academic Integrity set forth in Section 8, "Academic Integrity in the VLL" of this Agreement by helping to minimize individual student violations and hold students accountable who do not follow FLVS and District policies relating to academic integrity.

k) Monitor student progress and communicate with teachers to ensure students complete courses according to their pace chart. Students are expected to work weekly and must be completed with the course segment by the end of the semester in which the course was started.

5. FLVS OBLIGATIONS

FLVS shall provide to the District:

a) Appropriate training for the District VLL facilitator, including VLL support strategies.

b) Appropriate training for the District counselor(s) involved in the VLL.

[1] Said minimum requirements are set forth at https://www.flvs.net/student-resources/system-requirements.

c) Appropriate training for District administration related to the VLL.

d) A registration process specifically designed for VLL students.

e) Ongoing virtual and/or face-to-face support from an FLVS instructor, District Relations Manager, Blended Learning Specialist, and/or FLVS support staff.

f) Qualified, Florida state-certified instructors who will provide direct instruction using synchronous teaching methods.

g) Evaluation and support of all members of the District VLL.

h) Progress monitoring tools at District, student, and school level.

i) Invoices for Completions.

j) Data required for FTE reporting by the District to the Florida Department of Education.

6. FEES AND PAYMENT

FLVS will invoice the District three hundred and twenty-five dollars ($325.00) for each Completion. The District shall pay the invoice within thirty (30) days of receipt of the undisputed invoice in accordance with the local Government Prompt Payment Act. Any fees associated with Advanced Placement and Industry Certification examinations will be the responsibility of the school or District reporting the FTE.

Invoice Schedule: District/School will be invoiced for enrollments that have completed during each billing cycle (the Completions), and all Completions will be further identified by status "Successful Completion" or "Completed Failing" in VSA. The billing cycle is outlined in the table below.

Cycle	Enrollment Data Date Range	Invoice Sent On or Before
Cycle 1	July – October	November 30th
Cycle 2	November – February	March 31st
Cycle 3	March – June	June 30th
Cycle 4	True-up/Enrollments not captured in previous cycle	July 31st

Billing Contacts:

District: Suwannee County	Florida Virtual School
Name: Lori Torres	Name: Mihaela Brehoi
School/District Address: 1740 Ohio Ave. S Live Oak, FL 32064	Address: 5422 Carrier Drive, Suite 201, Orlando, FL 32819

Email: lori.torres@suwannee.k12.fl.us	**Email:** mbrehoi@flvs.net
Telephone No.: 386-647-4600	**Telephone No.:** 407-513-3615

7. **NOTICE IN ADVANCE OF START DATE**

The District shall provide FLVS with notice regarding the number of seats needed for the District VLL. Said notice shall contain a formal request of course(s) submitted via the VSA, and shall be submitted prior to the District VLL start date as follows:

a) two (2) to twenty-nine (29) students no less than ten (10) days; and

b) thirty (30) to one hundred forty-nine (149) students no less than thirty (30) days; and

c) one hundred fifty (150) or greater students no less than sixty (60) days' notice.

In addition to the notice described in this Section, the District shall provide FLVS with a list of registered students no later than ten (10) days prior to the District VLL start date.

Failure to comply with this subsection may result in one or more of the following, subject to FLVS' sole discretion: (1) a delay to the District VLL start date, (2) students may be enrolled in the FLVS Flex program, and any FTE sharing shall apply for students not enrolled in the District VLL, or (3) denial of future lab request(s).

8. **ACADEMIC INTEGRITY IN THE VLL**

To ensure the highest standards of academic integrity, FLVS instructors shall: (1) act as a resource for student questions, (2) submit various assignments into the Turnitin.com database or, upon prior notice to the District, any subsequent system utilized by FLVS, (3) coordinate any academic integrity issues with the lab facilitator, their Instructional Leader, and Academic Integrity Support Personnel, (4) verify student mastery of content through Discussion-Based Assessments and authentic assessments, and (5) convey incidents and consequences to the District VLL student(s) and facilitator(s).

District facilitators shall: (1) provide supervision through close proximity while circulating the lab, (2) encourage students to seek support from FLVS Instructors, (3) encourage students to seek support from the facilitator, (4) discourage inappropriate collaboration of students, (5) ensure students are provided with appropriate equipment and that the equipment is not shared by students who are actively working in the same

FLVS coursework, (6) require that students protect their password information and coursework, (7) protect students' user names, passwords, and other private information, (8) adjust seating arrangements to help promote students' integrity, (9) communicate with the student, FLVS Instructor and Academic Integrity Investigator with regards to concerns and consequences.

9. TERMINATION

This Agreement may be terminated by:

a) either Party without cause upon delivery of written notice of intent to terminate this Agreement provided to the other Party not less than thirty (30) days prior to the effective date of such termination, subject to Section 10, "Termination for Convenience" of this Agreement; or

b) written agreement executed by both Parties; or

c) FLVS at any time if the District, upon notice by FLVS and expiration of a five (5) day opportunity to cure period, fails to perform any duties or covenants of this Agreement; or

d) the District at any time if FLVS, upon notice by the District and expiration of a ten (10) day opportunity to cure period, fails to perform any duties or covenants of this Agreement.

10. TERMINATION FOR CONVENIENCE

Anything to the contrary notwithstanding, the District may terminate this Agreement without cause and for convenience with thirty (30) days prior written notice to FLVS prior to the end of the current term. In the event of a termination for convenience, the District shall pay FLVS for all services properly and fully rendered prior to the date of termination. In the event of such termination, the Parties—by mutual written agreement—may extend the notice of termination period to one beyond the thirty (30) day notice period prescribed herein to ensure completion of services and/or to prevent any interruption of instruction and disruption of the delivery of services to the students.

11. BACKGROUND SCREENING

FLVS agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes. All FLVS personnel who: (1) are to be permitted access to the District's school grounds when students are present, (2) will have direct contact with

the District's students, or (3) have access or control of the District's funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. FLVS shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed to maintain the fingerprints provided with respect to FLVS and its personnel. The Parties agree that the failure of FLVS to perform any of the duties described in this Section shall constitute a material breach of this Agreement entitling District to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, FLVS agrees to indemnify and hold harmless District, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in FLVS's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by District's or FLVS of sovereign immunity or of any rights or limits to liability or damages existing under Section 768.28, Florida Statutes.

12. **INTELLECTUAL PROPERTY RIGHTS**

The District acknowledges and agrees that all FLVS content, software, courses, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, "Works") made available to the District pursuant to this Agreement are protected via copyrights, trademarks, service marks, patents, trade secrets, and/or other proprietary laws and/or regulations, and FLVS retains all right, title, and interest in and to the Works. The District further acknowledges that it has no ownership of or proprietary interest in the Works except as expressly granted in this Agreement.

Absent the express written authorization by and consent of FLVS, the District will not sell, license, sublicense, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create the Works or any other component of the Licensed Materials. Further, the District will not take or knowingly permit any action or omission that jeopardizes or impairs FLVS's rights in the Works or Licensed Materials. For instance, the District will not: (a) disassemble, reverse compile, reverse engineer, or otherwise attempt to discover the source code of or trade

secrets embodied in the Works; (b) transfer, assign, distribute, rent, sell, or grant sublicenses to or otherwise make available the Works or any element thereof to any third parties; (c) embed or incorporate in any manner the Works or any element thereof into other applications or products belonging to and/or utilized by the District; (d) use or transmit the Works in violation of this any state or federal law or regulation applicable to the terms of this Agreement or the Licensed Materials; (e) access, use, or copy any portion of the Works (including any component of its logic, structure, and architecture) to develop, promote, distribute, sell, or support any other product or service; or (f) remove, obscure, or alter any FLVS symbol, copyright notice, mark, name, logo, tagline, or other similar designation displayed on or through any portion of the Works.

13. **CHILDREN'S ONLINE PRIVACY PROTECTION ACT ("COPPA")**

The District shall be responsible for ensuring full compliance with COPPA and all rules promulgated thereunder.

14. **SOFTWARE SECURITY**

The District will ensure all reasonable measures are taken to protect the Licensed Materials from any unauthorized use. The District shall strictly limit access to the Licensed Materials to Authorized Users and Authorized Third Parties. FLVS will ensure all reasonable measures are taken to protect the District Data while in use at the FLVS site. Reasonable measures are defined as the District Data being stored on a secure server in a secured building behind an internet firewall with role-based level password protection for all access to such Data.

15. **DATA/SECURITY BREACH**

The Parties acknowledge their respective obligations to comply with all data privacy laws, including Section 501.171, Florida Statutes. Upon knowledge of a data security breach, the breached Party shall notify the other Party immediately, and in no event later than thirty (30) days following a determination of a breach of data security involving the other Party's data. Additionally, each Party shall fully cooperate with the other regarding their respective statutory obligations with respect to security breaches, including all statutory and regulatory notification requirements.

16. **E-VERIFY**

In accordance with Section 448.095, Florida Statutes, the Parties shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement.

17. THIRD-PARTY REQUIREMENTS

The District is solely responsible for ensuring that the Licensed Materials/FLVS courses meet the requirements of any third-party organization that the District seeks to satisfy. For example, the National Collegiate Athletic Association ("NCAA") has specific guidelines regarding the acceptance of distance learning or credit recovery courses for student-athletes. The District accepts responsibility for these criteria to the extent that it uses the Licensed Materials for students who desire to meet NCAA eligibility criteria. Similarly, the District is responsible for completing any College Board audit procedures required with respect to any Advanced Placement ("AP") courses if the District intends to offer any Licensed Materials courses as AP courses.

18. WARRANTIES OF FLVS

FLVS warrants that all components of the Licensed Materials shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, FLVS shall, to the extent permitted by law, indemnify and hold harmless the District, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark arising or resulting from use of the Licensed Materials.

If a component of the Licensed Materials becomes or is likely to become the subject of an infringement claim, FLVS may, at its option and expense: (a) procure for the District the right to continue using such component; (b) replace or modify the affected component so it becomes non-infringing and remains functionally equivalent; or (c) require the return of the affected component, allow the District to return other components intended to operate with the affected component, and refund to the District that portion of the license fees attributable to the returned product, prorated in accordance with the unused portion of the term.

19. CONFIDENTIAL INFORMATION

To the extent permitted by law, each Party agrees to maintain the Confidential Information of the other Party. For the purposes of this Agreement, FLVS is hereby designated a school official for the purposes of receiving confidential student information and District Data. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student information for the purposes of this Agreement and for no other purpose. Upon the termination or expiration of this Agreement, FLVS shall maintain the confidential student information for the time period required by Florida law.

As FLVS may receive District Data that is otherwise confidential, FLVS shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records.

20. **ACCOMMODATIONS FOR STUDENTS WITH EXCEPTIONALITIES**

The District is responsible for complying with all federal and state requirements, including IDEA and Section 504 in connection with its use and implementation of the Licensed Materials. Furthermore, the District is responsible for providing any required services to support and accommodate students with special needs. The District acknowledges that virtual learning programs are not appropriate for all students, and it is the District's responsibility to ensure that its delivery and implementation of the Licensed Materials is appropriate for each participating student. FLVS will not be responsible to make such a determination and is not required to make any associated modifications to the Licensed Materials. The District may opt to share information about students with exceptionalities by ensuring the students' IEP or 504 plan is shared with FLVS.

21. **ENGLISH LANGUAGE LEARNER STUDENTS**

The District is responsible for providing appropriate equal access to all students, including ELL students. It is also responsible for ensuring compliance with the Florida META Consent Decree and other federal and state laws and regulations in connection with its use and implementation of the Licensed Materials.

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Florida Virtual SCHOOL

22. **PUBLIC RECORDS NOTICE**

The Parties are required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of their duties under this Agreement. Accordingly, the Parties shall:

a) Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119, Florida Statutes.

b) Provide to each other, upon request and free of charge, a copy of each record which either Party seeks to produce in response to a public records request.

c) Ensure that Agreement Data that are considered exempt under Chapter 119, Florida Statutes, are not disclosed except as authorized by law.

d) Upon completion of their obligations under the Agreement, transfer to each other, at no cost, all Agreement Data in their possession or otherwise keep and maintain such data/records as required by law.

Either Party's failure to comply with the provisions set forth in this Section shall constitute a default and material breach of this Agreement, which may result in immediate termination by the non-breaching Party without penalty to them.

IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR THE DISTRICT DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE DISTRICT SHALL CONTACT FLVS's CUSTODIAN OF PUBLIC RECORDS AT 5422 CARRIER DRIVE, SUITE 201 ORLANDO, FLORIDA 32819, OR AT 407-490-2879, OR AT: custodianofrecords@flvs.net. IN TURN, IF FLVS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, FLVS SHALL CONTACT THE DISTRICT CUSTODIAN OF PUBLIC RECORDS LORIE NORRIS AT

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1740 OHIO AVE S, LIVE OAK, FL 32064 OR AT 386-647-4608: OR AT LORIE.NORRIS@SUWANNEE.K12.FL.US.

23. **RESERVATION OF SOVEREIGN IMMUNITY**

FLVS and the District acknowledge and affirm the limited waiver of sovereign immunity as to tort claims arising from the negligent or wrongful conduct of an officer or employee as specified in Section 768.28, Florida Statutes. Subject to and within the limitations of Sections 163.01 and 768.28, Florida Statutes, FLVS and the District agree to be responsible only for such claims and damages caused by the actions or inaction of their own respective officers and employees while functioning within the scope of their official duties. Nothing herein shall be construed or interpreted as an agreement by one Party to indemnify the other, nor as an obligation to or consent to be sued by a third party. Furthermore, nothing herein shall be construed or interpreted as an agreement by either Party to waive the monetary limitations (*i.e.*, "statutory caps") of liability set forth in Chapters 163 and 768, Florida Statutes.

24. **INDEMNIFICATION**

To the extent permitted by law, FLVS and District hereby acknowledge their respective entitlement to sovereign immunity and the limited waiver of sovereign immunity as to certain tort and negligence claims pursuant to Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of any such immunity nor as an agreement by either Party to indemnify or defend the other. Furthermore, nothing herein shall be construed as an obligation of either Party to defend, sue, or consent to be sued by a third party. Rather, FLVS and District agree to be responsible only for such claims and damages caused by the tortious or otherwise negligent action or inaction of their own officers and employees while functioning within the scope of their official duties, and their respective liability for such damages shall be limited to the amounts set forth in Section 768.28, Florida Statutes.

25. **FORCE MAJEURE**

Neither Party to this Agreement shall be liable for delays or failures in performance under this Agreement resulting from acts or events beyond the reasonable control of such Party ("Force Majeure Event"), including acts of war, terrorism, acts of God, epidemic or pandemic, any police action of the federal, state, or local government, an

earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions. The Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, restriction, or interference; provided however, that the Party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

26. **DISCLAIMERS AND OTHER LIMITATIONS OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR THE EXPRESS WARRANTIES HEREIN STATED, ALL INFORMATION, PRODUCTS, GOODS, AND/OR SERVICES PROVIDED BY OR THROUGH FLVS PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OR CONDITION OF ANY KIND. EXCEPT FOR THE EXPRESS WARRANTIES HEREIN STATED, FLVS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS WITH REGARD TO THE LICENSED MATERIALS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

THE LIABILITY OF FLVS IS LIMITED IN ACCORDANCE WITH FLORIDA LAW AND THE TERMS OF THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL FLVS BE LIABLE FOR ANY SPECIAL, EXEMPLARY, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES TO THE DISTRICT OR TO ANY THIRD PARTY FOR LOSS OF USE, DATA, OR PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE LICENSED MATERIALS. SUBJECT TO THE LIMITS SET FORTH IN SECTION 768.28, FLORIDA STATUTES, THE DISTRICT RECOVERY, IF ANY, SHALL BE LIMITED TO THE DISTRICT ACTUAL AND DIRECT DAMAGES AND THE MAXIMUM AGGREGATE AMOUNT OF ANY SUCH DAMAGES RECOVERABLE TO THE DISTRICT SHALL BE NO GREATER THAN THE SUMS PAID BY THE DISTRICT TO FLVS FOR THE LICENSED MATERIALS PURSUANT TO THIS AGREEMENT.

27. **DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS**.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED MATERIALS, SUPPORT, OR SERVICES THAT ARE THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE THE DISTRICT SPECIFIC LEGAL RIGHTS. THE DISTRICT MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

28. RELATIONSHIP OF THE PARTIES

At all times during the term of this Agreement, the Parties shall be considered independent contractors and not employees of each other, and nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties. Neither Party is authorized to, nor shall either Party act toward third persons or the public in any manner that would indicate anything other than an independent contractor relationship with the other Party.

29. NO PRESUMED CONSTRUCTION AGAINST DRAFTER(S)

The Parties acknowledge that they have both had an opportunity to craft the terms and scope of this Agreement. Accordingly, each and every term of this Agreement shall be construed in accordance with the fair meaning of such term and there shall be no presumption against either Party for having drafted or participated in the drafting of this Agreement.

30. DESCRIPTIVE HEADINGS

The headings used herein are descriptive only and are not determinative as to the meaning or effect of any term of this Agreement.

31. BINDING EFFECT

This Agreement shall be binding upon and exclusively inure to the benefit of the Parties and their respective officers, employees, and authorized agents. The Parties do not intend for this Agreement to be binding upon or inure to the benefit of any other person, entity, or party.

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Florida Virtual SCHOOL

32. **NOTICES**

All notices, demands, and other communications required or permitted pursuant to this Agreement shall be provided in writing and directed to the following contacts:

As to FLVS:

Larry Banks, Senior Director of Partner Services, Florida
Florida Virtual School
5422 Carrier Drive, Suite 201
Orlando, FL 32819
Email: lbanks@flvs.net *and* procurement@flvs.net

With a copy to:

Office of General Counsel
Florida Virtual School
5422 Carrier Drive, Suite 201
Orlando, FL 32819
Email: ogc@flvs.net

As to the District:

Ted L. Roush, Superintendent of Schools
Suwannee County School Board
1740 Ohio Avenue South
Live Oak, FL 32064
superintendent@suwannee.k12.fl.us

With a copy to:

Leonard J. Dietzen, III
Rumberger Kirk P.A.
P. O. Box 10507
Tallahassee, FL 32302-2507
ldietzen@fumberger.com

33. **NO WAIVER**

No delay or failure to act on the part of either Party in exercising any right, power, or privilege under this Agreement shall impair any such right, power, or privilege or constitute a legal waiver or acquiescence regarding any such right, power, or privilege. Nor shall any single or partial exercise of any right, power, or privilege arising from this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. No waiver shall be valid and enforceable against either Party unless it is agreed upon in writing that is authorized and signed by the Party against whom enforcement of such waiver is sought.

34. **OPPORTUNITY TO CONSULT WITH COUNSEL**

Each Party acknowledges that it had an opportunity to consult with counsel of their own choice regarding the development and drafting of this Agreement.

35. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions.

36. DISPUTE RESOLUTION

The Parties agree that they will use their best efforts to settle any and all disputes arising out of or in connection with this Agreement, including disputes as to its validity, interpretation, performance, and alleged breach, prior to initiating any legal proceeding, whether judicial or administrative in nature.

37. PARTICIPATION IN SIMILAR ACTIVITIES

This Agreement in no way restricts FLVS or the District from participating in similar activities with other public or private agencies, organizations, and individuals.

38. SEVERABILITY

The terms of this Agreement shall be severable such that, if any term herein is deemed unlawful, invalid, or unenforceable, such term shall not affect the validity and enforceability of any other terms of the Agreement.

39. NO ASSIGNMENT

This Agreement may not be assigned, transferred, or conveyed in whole or in part by either Party.

40. EXECUTION

Each Party acknowledges that it has executed or caused the execution of this Agreement on its own behalf in reliance on their own judgment and without coercion, duress, or undue influence. Each person signing this Agreement on behalf of either Party individually warrants that each has full legal power to execute this Agreement on behalf of the Party for whom each is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement. This Agreement may be executed via electronic signature and in counterparts, any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument.

41. ENTIRE AGREEMENT

INFO ONLY

Florida Virtual SCHOOL

This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and the terms of this Agreement supersede and replace any conflicting or inconsistent terms of any other agreement(s) between the Parties. Any amendment or modification of this Agreement and any waiver of its terms must be reduced to a writing which is authorized and signed by both Parties.

WHEREFORE, the Parties agree upon the foregoing terms and conditions of this Agreement and bind themselves to each other and to the covenants and promises herein stated through each of their authorized representatives/signatories below:

FLORIDA VIRTUAL SCHOOL

By *(Authorized Signature)*	Date

Printed Name and Title of Person Signing:

Address: 5422 Carrier Drive, Suite 201, Orlando, FL 32819

Approved as to legal form and sufficiency by:

FLVS Office of General Counsel

SUWANNEE COUNTY SCHOOL BOARD

By *(Authorized Signature)*	Date

Ted L. Roush, Superintendent of Schools

1740 Ohio Avenue South, Live Oak, FL 32064

Approved as to legal form and sufficiency by:

School Board Attorney/Legal Counsel for the Suwannee County School Board

Florida Virtual SCHOOL

BLENDED LEARNING COMMUNITY AGREEMENT
by and between
FLORIDA VIRTUAL SCHOOL
and
SUWANNEE COUNTY SCHOOL BOARD

This Blending Learning Community Agreement ("Agreement") is entered into by and between Florida Virtual School ("FLVS") and the Suwannee County School Board ("District"), collectively referred to hereinafter as the "Parties" or "Party."

WHEREAS, FLVS is a corporate body and political subdivision of the State of Florida which serves a component of Florida's Early Learning-20 Education System; and

WHEREAS, the District is a corporate body and political subdivision of the State of Florida which governs and controls the above named School District; and

WHEREAS, the District desires to utilize FLVS services within the Blended Learning Community ("BLC"), defined as a school whereby two (2) or more students are working on FLVS course(s), taught by an FLVS virtual instructor, in a learning location at a school with a dedicated facilitator; and

WHEREAS, the Parties find the terms of this Agreement mutually beneficial and in the best interests of the students and families which they both serve.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

INCORPORATION OF RECITALS

The foregoing recitals are true, correct, and incorporated herein by reference.

1. DEFINITIONS

a) "Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control of another person or entity. "Control" as used here means the legal, beneficial, or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting interest in such entity.

b) "Authorized Third Parties" means any non-employee agent, representative, independent contractor, sub-contractor, or consultant of the District whose duties or services require or include access to or use of the Licensed Materials on behalf of or at the direction of the District.

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c) "Authorized Users" means District personnel directly employed by the District whose duties require or include access to or use of the Licensed Materials.

d) "Billable Enrollment" means any student enrollment designated as "Classroom Assigned" or "Active" status in the FLVS Virtual School Administrator ("VSA") for a minimum of thirty (30) consecutive days or has achieved twenty percent (20%) completion in any status.

e) "Confidential Information" means (i) all information of either Party or its Affiliates or of third persons to whom the Party owes a duty of confidence that is marked confidential, restricted, or proprietary, or that may reasonably be considered as confidential from its nature or from the circumstances surrounding its disclosure; and (ii) the Licensed Materials.

f) "Data" means District information entered into the LMS or VSA to include, but not limited to, student, staff, school, and parent information.

g) "Intellectual Property" means proprietary commercial, industrial, and intellectual products and property (both tangible and intangible) as well as proprietary designs, information, processes, ideas, inventions, copyrights, trademarks, service marks, patents, trade secrets, and other legal rights and privileges held by FLVS, including those associated with and/or arising from the Licensed Materials.

h) "Intellectual Property Rights" includes all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights.

i) "Learning Management Systems" or "LMS" means the software-based system that must be utilized to access the FLVS courses and course components.

j) "Licensed Materials" means the FLVS courses, course components, assessments, third-party components, Learning Management System (LMS), and Virtual School Administrator (VSA).

k) "Virtual School Administrator" or "VSA" means the FLVS student information and registration system.

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2. LICENSE GRANT

FLVS grants to the District a restricted, non-exclusive, non-transferable license to use the Licensed Materials beginning as of the date upon which the Agreement is fully executed by both Parties and terminating pursuant to Section 3, "Term" of this Agreement. The District acknowledges and agrees that the Licensed Materials may only be accessed and used by Authorized Users and Authorized Third Parties for purposes of academic instruction and assessment of District students in accordance with this Agreement. Any other access or use of the Licensed Materials is strictly prohibited.

3. TERM

The term of this Agreement commences as of the date upon which it is fully executed by both Parties and ends on the term checked below (the "Term"). The District acknowledges that if the three (3) year term below is selected, the Billable Enrollment price will be subject to modification prior to the start of each academic school year at the sole discretion of FLVS.

District hereby agrees to accept said BLC Agreement for:

☐ one (1) academic school year term, July 1, 2023, through June 30, 2024

☐ three (3) academic school year terms, July 1, 2023, through June 30, 2026

4. DISTRICT OBLIGATIONS

The District shall:

a) Complete an accurate and timely (pursuant to Section 7, "Notice in Advance of Start Date" of this Agreement) reservation in VSA to secure courses, subject to approval by FLVS.

b) Select academically appropriate courses by the dates set forth under Section 7, "Notice in Advance of Start Date" of this Agreement for the following enrollment periods:

- Fall: May 31 to September 1
- Spring: November 15 to January 24
- Summer: April 1 to June 1

c) Provide FLVS with a complete student information roster with the minimum data requirements (last name, first name, date of birth, gender, and grade level).

d) Designate a BLC facilitator to monitor students and verify attendance.

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e) Grant computer access to enrolled students, along with the minimum technology required to utilize FLVS services[1].

f) Provide two-way long-distance communication access for FLVS Instructor – student phone calls.

g) Provide access to stakeholders involved in the success of the BLC for training and communications from FLVS.

h) Ensure parental notification of students participation in the District BLC,

i) Report and collect the proper full-time equivalent ("FTE") student status, pursuant to Section 1011.61, Florida Statutes, associated with enrollments.

j) Uphold and support the FLVS policies regarding Academic Integrity set forth in Section 8, "Academic Integrity in the BLC" of this Agreement by helping to minimize individual student violations and hold students accountable who do not follow FLVS and District policies relating to academic integrity.

k) Monitor student progress and communicate with teachers to ensure students complete courses according to their pace chart. Students are expected to work weekly and must be completed with the course segment by the end of the semester in which the course was started.

5. FLVS OBLIGATIONS

FLVS shall provide to the District:

a) Appropriate training for the District BLC facilitator, including BLC support strategies.

b) Appropriate training for the District counselor(s) involved in the BLC.

c) Appropriate training for District administration related to the BLC.

d) A registration process specifically designed for BLC students.

e) Ongoing virtual and/or face-to-face support from an FLVS instructor, District Relations Manager, Blended Learning Specialist, and/or FLVS support staff.

f) Qualified, Florida state-certified instructors who will provide direct instruction using synchronous teaching methods.

g) Evaluation and support of all members of the District BLC.

h) Progress monitoring tools at District, student, and school level.

[1] Said minimum requirements are set forth at https://www.flvs.net/student-resources/system-requirements

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i) Invoices for Billable Enrollments.

j) Data required for FTE reporting by the District to the Florida Department of Education.

6. **FEES AND PAYMENT**

FLVS will invoice the District no later than the twentieth (20th) day of the calendar month following the close of each billable enrollment period at two hundred and sixty-seven dollars ($267.00) per half credit of each Billable Enrollment of the District. The District shall pay the invoice within thirty (30) days of receipt of the undisputed invoice in accordance with the local Government Prompt Payment Act. FLVS shall determine and advise the District regarding the start and end dates for each billable enrollment period of the District BLC. Any fees associated with Advanced Placement and Industry Certification examinations will be the responsibility of the District reporting the FTE.

7. **NOTICE IN ADVANCE OF START DATE**

The District shall provide FLVS with notice regarding the number of seats needed for the District BLC. Said notice shall contain a formal request of course(s) submitted via the VSA, and shall be submitted prior to the District BLC start date as follows:

a). two (2) to twenty-nine (29) students no less than ten (10) days; and

b). thirty (30) to one hundred forty-nine (149) students no less than thirty (30) days; and

c). one hundred fifty (150) or greater students no less than sixty (60) days' notice.

In addition to the notice described in this Section, the District shall provide FLVS with a list of registered students no later than ten (10) days prior to the District BLC start date. Failure to comply with this subsection may result in one or more of the following, subject to FLVS' sole discretion: (1) a delay to the District BLC start date, (2) students may be enrolled in the FLVS Flex program, and any FTE sharing shall apply for students not enrolled in the District BLC, or (3) denial of future BLC request(s).

8. **ACADEMIC INTEGRITY IN THE BLC**

To ensure the highest standards of academic integrity, FLVS instructors shall: (1) act as a resource for student questions, (2) submit various assignments into the Turnitin.com database or, upon prior notice to the District, any subsequent system utilized by FLVS, (3) coordinate any academic integrity issues with the BLC facilitator, their Instructional Leader, and Academic Integrity Support Personnel, (4) verify student mastery of content

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through Discussion-Based Assessments and authentic assessments, and (5) convey incidents and consequences to the District BLC student(s) and facilitator(s).

District facilitators shall: (1) provide supervision through close proximity while circulating the BLC setting, (2) encourage students to seek support from FLVS Instructors, (3) encourage students to seek support from the facilitator, (4) discourage inappropriate collaboration of students, (5) ensure students are provided with appropriate equipment and that the equipment is not shared by students who are actively working in the same FLVS coursework, (6) require that students protect their password information and coursework, (7) protect students' user names, passwords, and other private information, (8) adjust seating arrangements to help promote students' integrity, (9) communicate with the student, FLVS Instructor and Academic Integrity Investigator with regards to concerns and consequences.

9. TERMINATION

This Agreement may be terminated by:

a) either Party without cause upon delivery of written notice of intent to terminate this Agreement provided to the other Party not less than thirty (30) days prior to the effective date of such termination subject to Section 10, "Termination for Convenience" of this Agreement; or

b) written agreement executed by both Parties; or

c) FLVS at any time if the District, upon notice by FLVS and expiration of a five (5) day opportunity to cure period, fails to perform any duties or covenants of this Agreement; or

d) the District at any time if FLVS, upon notice by the District and expiration of a ten (10) day opportunity to cure period, fails to perform any duties or covenants of this Agreement.

10. TERMINATION FOR CONVENIENCE

Anything to the contrary notwithstanding, the District may terminate this Agreement without cause and for convenience with thirty (30) days prior written notice to FLVS prior to the end of the current term. In the event of a termination for convenience, the District shall pay FLVS for all services properly and fully rendered prior to the date of termination. In the event of such termination, the Parties--by mutual written agreement--may extend

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the notice of termination period to one beyond the thirty (30) day notice period prescribed herein to ensure completion of services and/or to prevent any interruption of instruction and disruption of the delivery of services to the students.

11. **BACKGROUND SCREENING**

FLVS agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes. All FLVS personnel who: (1) are to be permitted access to the District's school grounds when students are present, (2) will have direct contact with the District's students, or (3) have access or control of the District's funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. FLVS shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed to maintain the fingerprints provided with respect to FLVS and its personnel.

12. **INTELLECTUAL PROPERTY RIGHTS**

The District acknowledges and agrees that all FLVS content, software, courses, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, "Works") made available to the District pursuant to this Agreement are protected via copyrights, trademarks, service marks, patents, trade secrets, and/or other proprietary laws and/or regulations, and FLVS retains all right, title, and interest in and to the Works. The District further acknowledges that it has no ownership of or proprietary interest in the Works except as expressly granted in this Agreement.

Absent the express written authorization by and consent of FLVS, the District will not sell, license, sublicense, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create the Works or any other component of the Licensed Materials. Further, the District will not take or knowingly permit any action or omission that jeopardizes or impairs FLVS's rights in the Works or Licensed Materials. For instance, the District will not: (a) disassemble, reverse compile, reverse engineer, or otherwise attempt to discover the source code of or trade secrets embodied in the Works; (b) transfer, assign, distribute, rent, sell, or grant sublicenses to or otherwise make available the Works or any element thereof to any third parties; (c) embed or incorporate in any manner the Works or any element thereof into other applications or products belonging to and/or utilized by the District; (d) use or transmit the Works in violation of

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this any state or federal law or regulation applicable to the terms of this Agreement or the Licensed Materials; (e) access, use, or copy any portion of the Works (including any component of its logic, structure, and architecture) to develop, promote, distribute, sell, or support any other product or service; or (f) remove, obscure, or alter any FLVS symbol, copyright notice, mark, name, logo, tagline, or other similar designation displayed on or through any portion of the Works.

13. **CHILDREN'S ONLINE PRIVACY PROTECTION ACT ("COPPA")**

The District shall be responsible for ensuring full compliance with COPPA and all rules promulgated thereunder.

14. **SOFTWARE SECURITY**

The District will ensure all reasonable measures are taken to protect the Licensed Materials from any unauthorized use. The District shall strictly limit access to the Licensed Materials to Authorized Users and Authorized Third Parties. FLVS will ensure all reasonable measures are taken to protect the District Data while in use at the FLVS site. Reasonable measures are defined as the District Data being stored on a secure server in a secured building behind an internet firewall with role-based level password protection for all access to such Data.

15. **DATA/SECURITY BREACH**

The Parties acknowledge their respective obligations to comply with all data privacy laws, including Section 501.171, Florida Statutes. Upon knowledge of a data security breach, the breached Party shall notify the other Party immediately, and in no event later than thirty (30) days following a determination of a breach of data security involving the other Party's data. Additionally, each Party shall fully cooperate with the other regarding their respective statutory obligations with respect to security breaches, including all statutory and regulatory notification requirements.

16. **E-VERIFY**

In accordance with Section 448.095, Florida Statutes, the Parties shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement.

17. **THIRD PARTY REQUIREMENTS**

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The District is solely responsible for ensuring that the Licensed Materials/FLVS courses meet the requirements of any third-party organization that the District seeks to satisfy. For example, the National Collegiate Athletic Association ("NCAA") has specific guidelines regarding the acceptance of distance learning or credit recovery courses for student-athletes. The District accepts responsibility for these criteria to the extent that it uses the Licensed Materials for students who desire to meet NCAA eligibility criteria. Similarly, the District is responsible for completing any College Board audit procedures required with respect to any Advanced Placement ("AP") courses if the District intends to offer any Licensed Materials courses as AP courses.

18. **WARRANTIES OF FLVS**

FLVS warrants that all components of the Licensed Materials shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, FLVS shall, to the extent permitted by law, indemnify and hold harmless the District, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark arising or resulting from use of the Licensed Materials.

If a component of the Licensed Materials becomes or is likely to become the subject of an infringement claim, FLVS may, at its option and expense: (a) procure for the District the right to continue using such component; (b) replace or modify the affected component so it becomes non-infringing and remains functionally equivalent; or (c) require the return of the affected component, allow the District to return other components intended to operate with the affected component, and refund to the District that portion of the license fees attributable to the returned product, prorated in accordance with the unused portion of the term.

19. **CONFIDENTIAL INFORMATION**

To the extent permitted by law, each Party agrees to maintain the Confidential Information of the other Party. For the purposes of this Agreement, FLVS is hereby designated a school official for the purposes of receiving confidential student information and District Data. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student

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information for the purposes of this Agreement and for no other purpose. Upon the termination or expiration of this Agreement, FLVS shall maintain the confidential student information for the time period required by Florida law.

As FLVS may receive District Data that is otherwise confidential, FLVS shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records.

20. ACCOMMODATIONS FOR STUDENTS WITH EXCEPTIONALITIES

The District is responsible for complying with all federal and state requirements, including IDEA and Section 504 in connection with its use and implementation of the Licensed Materials. Furthermore, the District is responsible for providing any required services to support and accommodate students with special needs. The District acknowledges that virtual learning programs are not appropriate for all students, and it is the District's responsibility to ensure that its delivery and implementation of the Licensed Materials are appropriate for each participating student. FLVS will not be responsible to make such a determination and is not required to make any associated modifications to the Licensed Materials. The District may opt to share information about students with exceptionalities by ensuring the students' IEP or 504 plan is shared with FLVS.

21. ENGLISH LANGUAGE LEARNER STUDENTS

The District is responsible for providing appropriate equal access to all students, including ELL students. It is also responsible for ensuring compliance with the Florida META Consent Decree and other federal and state laws and regulations in connection with its use and implementation of the Licensed Materials.

22. PUBLIC RECORDS NOTICE

The Parties are required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of their duties under this Agreement. Accordingly, the Parties shall:

a) Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement

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("Agreement Data") which come within the definition of a "public record" under Chapter 119, Florida Statutes.

b) Provide to each other, upon request and free of charge, a copy of each record which either Party seeks to produce in response to a public records request.

c) Ensure that Agreement Data that are considered exempt under Chapter 119, Florida Statutes, are not disclosed except as authorized by law.

d) Upon completion of their obligations under the Agreement, transfer to each other, at no cost, all Agreement Data in their possession or otherwise keep and maintain such data/records as required by law.

Either Party's failure to comply with the provisions set forth in this Section shall constitute a default and material breach of this Agreement, which may result in immediate termination by the non-breaching Party without penalty to them.

IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR THE DISTRICT DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE DISTRICT SHALL CONTACT FLVS's CUSTODIAN OF PUBLIC RECORDS AT 5422 CARRIER DRIVE, SUITE 201 ORLANDO, FLORIDA 32819 OR AT 407-490-2879, OR AT: custodianofrecords@flvs.net. IN TURN, IF FLVS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, FLVS SHALL CONTACT THE DISTRICT CUSTODIAN OF PUBLIC RECORDS LORIE NORRIS, 1740 OHIO AVE S, LIVE OAK, FL 32064 OR AT 386-647-4608 OR AT LORIE.NORRIS@SUWANNEE.K12.FL.US.

23. RESERVATION OF SOVEREIGN IMMUNITY

FLVS and the District acknowledge and affirm the limited waiver of sovereign immunity as to tort claims arising from the negligent or wrongful conduct of an officer or employee as specified in Section 768.28, Florida Statutes. Subject to and within the limitations of Sections 163.01 and 768.28, Florida Statutes, FLVS and the District agree to be

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responsible only for such claims and damages caused by the actions or inaction of their own respective officers and employees while functioning within the scope of their official duties. Nothing herein shall be construed or interpreted as an agreement by one Party to indemnify the other, nor as an obligation to or consent to be sued by a third party. Furthermore, nothing herein shall be construed or interpreted as an agreement by either Party to waive the monetary limitations (*i.e.*, "statutory caps") of liability set forth in Chapters 163 and 768, Florida Statutes.

24. INDEMNIFICATION

To the extent permitted by law, FLVS and the District hereby acknowledge their respective entitlement to sovereign immunity and the limited waiver of sovereign immunity as to certain tort and negligence claims pursuant to Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of any such immunity nor as an agreement by either Party to indemnify or defend the other. Furthermore, nothing herein shall be construed as an obligation of either Party to defend, sue, or consent to be sued by a third party. Rather, FLVS and the District agree to be responsible only for such claims and damages caused by the tortious or otherwise negligent action or inaction of their own officers and employees while functioning within the scope of their official duties, and their respective liability for such damages shall be limited to the amounts set forth in Section 768.28, Florida Statutes.

25. FORCE MAJEURE

Neither Party to this Agreement shall be liable for delays or failures in performance under this Agreement resulting from acts or events beyond the reasonable control of such Party ("Force Majeure Event"), including acts of war, terrorism, acts of God, epidemic or pandemic, any police action of the federal, state, or local government, an earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions. The Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, restriction, or interference; provided however, that the Party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

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26. **DISCLAIMERS AND OTHER LIMITATIONS OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR THE EXPRESS WARRANTIES HEREIN STATED, ALL INFORMATION, PRODUCTS, GOODS, AND/OR SERVICES PROVIDED BY OR THROUGH FLVS PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OR CONDITION OF ANY KIND. EXCEPT FOR THE EXPRESS WARRANTIES HEREIN STATED, FLVS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS WITH REGARD TO THE LICENSED MATERIALS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

THE LIABILITY OF FLVS IS LIMITED IN ACCORDANCE WITH FLORIDA LAW AND THE TERMS OF THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL FLVS BE LIABLE FOR ANY SPECIAL, EXEMPLARY, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES TO THE DISTRICT OR TO ANY THIRD PARTY FOR LOSS OF USE, DATA, OR PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE LICENSED MATERIALS.

SUBJECT TO THE LIMITS SET FORTH IN SECTION 768.28, FLORIDA STATUTES, THE DISTRICT RECOVERY, IF ANY, SHALL BE LIMITED TO THE DISTRICT ACTUAL AND DIRECT DAMAGES AND THE MAXIMUM AGGREGATE AMOUNT OF ANY SUCH DAMAGES RECOVERABLE TO THE DISTRICT SHALL BE NO GREATER THAN THE SUMS PAID BY THE DISTRICT TO FLVS FOR THE LICENSED MATERIALS PURSUANT TO THIS AGREEMENT.

27. **DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS**.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED MATERIALS, SUPPORT, OR SERVICES THAT ARE THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE THE DISTRICT SPECIFIC LEGAL RIGHTS. THE DISTRICT

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MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

28. **RELATIONSHIP OF THE PARTIES**

At all times during the term of this Agreement, the Parties shall be considered independent contractors and not employees of each other, and nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties. Neither Party is authorized to, nor shall either Party act toward third persons or the public in any manner that would indicate anything other than an independent contractor relationship with the other Party.

29. **NO PRESUMED CONSTRUCTION AGAINST DRAFTER(S)**

The Parties acknowledge that they have both had an opportunity to craft the terms and scope of this Agreement. Accordingly, each and every term of this Agreement shall be construed in accordance with the fair meaning of such term and there shall be no presumption against either Party for having drafted or participated in the drafting of this Agreement.

30. **DESCRIPTIVE HEADINGS**

The headings used herein are descriptive only and are not determinative as to the meaning or effect of any term of this Agreement.

31. **BINDING EFFECT**

This Agreement shall be binding upon and exclusively inure to the benefit of the Parties and their respective officers, employees, and authorized agents. The Parties do not intend for this Agreement to be binding upon or inure to the benefit of any other person, entity, or party.

32. **NOTICES**

All notices, demands, and other communications required or permitted pursuant to this Agreement shall be provided in writing and directed to the following contacts:

As to FLVS:

Larry Banks, Senior Director of Partner Services, Florida
Florida Virtual School
5422 Carrier Drive, Suite 201
Orlando, FL 32819
Email: lbanks@flvs.net and procurement@flvs.net

With a copy to:

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Office of General Counsel
Florida Virtual School
5422 Carrier Drive, Suite 201
Orlando, FL 32819
Email: ogc@flvs.net

As to the District:
Ted L. Roush, Superintendent of Schools
Suwannee County School Board
1740 Ohio Avenue South
Live Oak, FL 32064
superintendent@suwannee.k12.fl.us

With a copy to:
Leonard J. Dietzen III
Rumberger Kirk P.A.
P. O. Box 10507
Tallahassee, FL 32302-2507
ldietzen@rumberger.com

33. **NO WAIVER**

No delay or failure to act on the part of either Party in exercising any right, power, or privilege under this Agreement shall impair any such right, power, or privilege or constitute a legal waiver or acquiescence regarding any such right, power, or privilege. Nor shall any single or partial exercise of any right, power, or privilege arising from this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. No waiver shall be valid and enforceable against either Party unless it is agreed upon in writing that is authorized and signed by the Party against whom enforcement of such waiver is sought.

34. **OPPORTUNITY TO CONSULT WITH COUNSEL**

Each Party acknowledges that it had an opportunity to consult with counsel of their own choice regarding the development and drafting of this Agreement.

35. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions.

36. **DISPUTE RESOLUTION**

The Parties agree that they will use their best efforts to settle any and all disputes arising out of or in connection with this Agreement, including disputes as to its validity,

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interpretation, performance, and alleged breach, prior to initiating any legal proceeding, whether judicial or administrative in nature.

37. **PARTICIPATION IN SIMILAR ACTIVITIES**

This Agreement in no way restricts FLVS or the District from participating in similar activities with other public or private agencies, organizations, and individuals.

38. **SEVERABILITY**

The terms of this Agreement shall be severable such that, if any term herein is deemed unlawful, invalid, or unenforceable, such term shall not affect the validity and enforceability of any other terms of the Agreement.

39. **NO ASSIGNMENT**

This Agreement may not be assigned, transferred, or conveyed in whole or in part by either Party.

40. **EXECUTION**

Each Party acknowledges that it has executed or caused the execution of this Agreement on its own behalf in reliance on their own judgment and without coercion, duress, or undue influence. Each person signing this Agreement on behalf of either Party individually warrants that each has full legal power to execute this Agreement on behalf of the Party for whom each is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement. This Agreement may be executed via electronic signature and in counterparts, any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument.

41. **ENTIRE AGREEMENT**

This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and the terms of this Agreement supersede and replace any conflicting or inconsistent terms of any other agreement(s) between the Parties. Any amendment or modification of this Agreement and any waiver of its terms must be reduced to a writing which is authorized and signed by both Parties.

[Signatures follow on next page]

Florida Virtual SCHOOL

[Signature page to Blended Learning Community Agreement between Florida Virtual School and Suwannee County School Board Dated Upon Full Execution]

WHEREFORE, the Parties agree upon the foregoing terms and conditions of this Agreement and bind themselves to each other and to the covenants and promises herein stated through each of their authorized representatives/signatories below:

FLORIDA VIRTUAL SCHOOL

By *(Authorized Signature)*	Date

Printed Name and Title of Person Signing:

Address: 5422 Carrier Drive, Suite 201, Orlando, FL 32819.

Approved as to legal form and sufficiency by:

FLVS Office of General Counsel

SUWANNEE COUNTY SCHOOL BOARD

By *(Authorized Signature)*	Date

Ted L. Roush, Superintendent of Schools

1740 Ohio Avenue South, Live Oak, FL 32064

Approved as to legal form and sufficiency by:

School Board Attorney/Legal Counsel for the Suwannee County School Board

Chairperson, Suwannee County School Board

INFO ONLY

Florida Virtual SCHOOL

BLENDED LEARNING COMMUNITY AGREEMENT
by and between
FLORIDA VIRTUAL SCHOOL
and
SUWANNEE COUNTY SCHOOL BOARD

This Blending Learning Community Agreement ("Agreement") is entered into by and between Florida Virtual School ("FLVS") and the Suwannee County School Board ("District"), collectively referred to hereinafter as the "Parties" or "Party."

WHEREAS, FLVS is a corporate body and political subdivision of the State of Florida which serves a component of Florida's Early Learning-20 Education System; and

WHEREAS, the District is a corporate body and political subdivision of the State of Florida which governs and controls the above named School District; and

WHEREAS, the District desires to utilize FLVS services within the Blended Learning Community ("BLC"), defined as a school whereby two (2) or more students are working on FLVS course(s), taught by an FLVS virtual instructor, in a learning location at a school with a dedicated facilitator; and

WHEREAS, the Parties find the terms of this Agreement mutually beneficial and in the best interests of the students and families which they both serve.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

INCORPORATION OF RECITALS

The foregoing recitals are true, correct, and incorporated herein by reference.

1. DEFINITIONS

a) "Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control of another person or entity. "Control" as used here means the legal, beneficial, or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting interest in such entity.

b) "Authorized Third Parties" means any non-employee agent, representative, independent contractor, sub-contractor, or consultant of the District whose duties or services require or include access to or use of the Licensed Materials on behalf of or at the direction of the District.

c) "Authorized Users" means District personnel directly employed by the District whose duties require or include access to or use of the Licensed Materials.

d) "Billable Enrollment" means any student enrollment designated as "Classroom Assigned" or "Active" status in the FLVS Virtual School Administrator ("VSA") for a minimum of thirty (30) consecutive days or has achieved twenty percent (20%) completion in any status.

e) "Confidential Information" means (i) all information of either Party or its Affiliates or of third persons to whom the Party owes a duty of confidence that is marked confidential, restricted, or proprietary, or that may reasonably be considered as confidential from its nature or from the circumstances surrounding its disclosure; and (ii) the Licensed Materials.

f) "Data" means District information entered into the LMS or VSA to include, but not limited to, student, staff, school, and parent information.

g) "Intellectual Property" means proprietary commercial, industrial, and intellectual products and property (both tangible and intangible) as well as proprietary designs, information, processes, ideas, inventions, copyrights, trademarks, service marks, patents, trade secrets, and other legal rights and privileges held by FLVS, including those associated with and/or arising from the Licensed Materials.

h) "Intellectual Property Rights" includes all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights.

i) "Learning Management Systems" or "LMS" means the software-based system that must be utilized to access the FLVS courses and course components.

j) "Licensed Materials" means the FLVS courses, course components, assessments, third-party components, Learning Management System (LMS), and Virtual School Administrator (VSA).

k) "Virtual School Administrator" or "VSA" means the FLVS student information and registration system.

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Florida Virtual SCHOOL

2. **LICENSE GRANT**

FLVS grants to the District a restricted, non-exclusive, non-transferable license to use the Licensed Materials beginning as of the date upon which the Agreement is fully executed by both Parties and terminating pursuant to Section 3, "Term" of this Agreement. The District acknowledges and agrees that the Licensed Materials may only be accessed and used by Authorized Users and Authorized Third Parties for purposes of academic instruction and assessment of District students in accordance with this Agreement. Any other access or use of the Licensed Materials is strictly prohibited.

3. **TERM**

The term of this Agreement commences as of the date upon which it is fully executed by both Parties and ends on the term checked below (the "Term"). The District acknowledges that if the three (3) year term below is selected, the Billable Enrollment price will be subject to modification prior to the start of each academic school year at the sole discretion of FLVS.

District hereby agrees to accept said BLC Agreement for:

☐ one (1) academic school year term, July 1, 2023, through June 30, 2024

☐ three (3) academic school year terms, July 1, 2023, through June 30, 2026

4. **DISTRICT OBLIGATIONS**

The District shall:

a) Complete an accurate and timely (pursuant to Section 7, "Notice in Advance of Start Date" of this Agreement) reservation in VSA to secure courses, subject to approval by FLVS.

b) Select academically appropriate courses by the dates set forth under Section 7, "Notice in Advance of Start Date" of this Agreement for the following enrollment periods:

- Fall: May 31 to September 1
- Spring: November 15 to January 24
- Summer: April 1 to June 1

c) Provide FLVS with a complete student information roster with the minimum data requirements (last name, first name, date of birth, gender, and grade level).

d) Designate a BLC facilitator to monitor students and verify attendance.

e) Grant computer access to enrolled students, along with the minimum technology required to utilize FLVS services[1].

f) Provide two-way long-distance communication access for FLVS Instructor – student phone calls.

g) Provide access to stakeholders involved in the success of the BLC for training and communications from FLVS.

h) Ensure parental notification of students participation in the District BLC,

i) Report and collect the proper full-time equivalent ("FTE") student status, pursuant to Section 1011.61, Florida Statutes, associated with enrollments.

j) Uphold and support the FLVS policies regarding Academic Integrity set forth in Section 8, "Academic Integrity in the BLC" of this Agreement by helping to minimize individual student violations and hold students accountable who do not follow FLVS and District policies relating to academic integrity.

k) Monitor student progress and communicate with teachers to ensure students complete courses according to their pace chart. Students are expected to work weekly and must be completed with the course segment by the end of the semester in which the course was started.

5. FLVS OBLIGATIONS

FLVS shall provide to the District:

a) Appropriate training for the District BLC facilitator, including BLC support strategies.

b) Appropriate training for the District counselor(s) involved in the BLC.

c) Appropriate training for District administration related to the BLC.

d) A registration process specifically designed for BLC students.

e) Ongoing virtual and/or face-to-face support from an FLVS instructor, District Relations Manager, Blended Learning Specialist, and/or FLVS support staff.

f) Qualified, Florida state-certified instructors who will provide direct instruction using synchronous teaching methods.

g) Evaluation and support of all members of the District BLC.

h) Progress monitoring tools at District, student, and school level.

[1] Said minimum requirements are set forth at https://www.flvs.net/student-resources/system-requirements

i) Invoices for Billable Enrollments.

j) Data required for FTE reporting by the District to the Florida Department of Education.

6. **FEES AND PAYMENT**

FLVS will invoice the District no later than the twentieth (20th) day of the calendar month following the close of each billable enrollment period at two hundred and sixty-seven dollars ($267.00) per half credit of each Billable Enrollment of the District. The District shall pay the invoice within thirty (30) days of receipt of the undisputed invoice in accordance with the local Government Prompt Payment Act. FLVS shall determine and advise the District regarding the start and end dates for each billable enrollment period of the District BLC. Any fees associated with Advanced Placement and Industry Certification examinations will be the responsibility of the District reporting the FTE.

7. **NOTICE IN ADVANCE OF START DATE**

The District shall provide FLVS with notice regarding the number of seats needed for the District BLC. Said notice shall contain a formal request of course(s) submitted via the VSA, and shall be submitted prior to the District BLC start date as follows:

a). two (2) to twenty-nine (29) students no less than ten (10) days; and

b). thirty (30) to one hundred forty-nine (149) students no less than thirty (30) days; and

c). one hundred fifty (150) or greater students no less than sixty (60) days' notice.

In addition to the notice described in this Section, the District shall provide FLVS with a list of registered students no later than ten (10) days prior to the District BLC start date. Failure to comply with this subsection may result in one or more of the following, subject to FLVS' sole discretion: (1) a delay to the District BLC start date, (2) students may be enrolled in the FLVS Flex program, and any FTE sharing shall apply for students not enrolled in the District BLC, or (3) denial of future BLC request(s).

8. **ACADEMIC INTEGRITY IN THE BLC**

To ensure the highest standards of academic integrity, FLVS instructors shall: (1) act as a resource for student questions, (2) submit various assignments into the Turnitin.com database or, upon prior notice to the District, any subsequent system utilized by FLVS, (3) coordinate any academic integrity issues with the BLC facilitator, their Instructional Leader, and Academic Integrity Support Personnel, (4) verify student mastery of content

through Discussion-Based Assessments and authentic assessments, and (5) convey incidents and consequences to the District BLC student(s) and facilitator(s).

District facilitators shall: (1) provide supervision through close proximity while circulating the BLC setting, (2) encourage students to seek support from FLVS Instructors, (3) encourage students to seek support from the facilitator, (4) discourage inappropriate collaboration of students, (5) ensure students are provided with appropriate equipment and that the equipment is not shared by students who are actively working in the same FLVS coursework, (6) require that students protect their password information and coursework, (7) protect students' user names, passwords, and other private information, (8) adjust seating arrangements to help promote students' integrity, (9) communicate with the student, FLVS Instructor and Academic Integrity Investigator with regards to concerns and consequences.

9. TERMINATION

This Agreement may be terminated by:

a) either Party without cause upon delivery of written notice of intent to terminate this Agreement provided to the other Party not less than thirty (30) days prior to the effective date of such termination subject to Section 10, "Termination for Convenience" of this Agreement; or

b) written agreement executed by both Parties; or

c) FLVS at any time if the District, upon notice by FLVS and expiration of a five (5) day opportunity to cure period, fails to perform any duties or covenants of this Agreement; or

d) the District at any time if FLVS, upon notice by the District and expiration of a ten (10) day opportunity to cure period, fails to perform any duties or covenants of this Agreement.

10. TERMINATION FOR CONVENIENCE

Anything to the contrary notwithstanding, the District may terminate this Agreement without cause and for convenience with thirty (30) days prior written notice to FLVS prior to the end of the current term. In the event of a termination for convenience, the District shall pay FLVS for all services properly and fully rendered prior to the date of termination. In the event of such termination, the Parties--by mutual written agreement--may extend

the notice of termination period to one beyond the thirty (30) day notice period prescribed herein to ensure completion of services and/or to prevent any interruption of instruction and disruption of the delivery of services to the students.

11. **BACKGROUND SCREENING**

FLVS agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes. All FLVS personnel who: (1) are to be permitted access to the District's school grounds when students are present, (2) will have direct contact with the District's students, or (3) have access or control of the District's funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. FLVS shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed to maintain the fingerprints provided with respect to FLVS and its personnel.

12. **INTELLECTUAL PROPERTY RIGHTS**

The District acknowledges and agrees that all FLVS content, software, courses, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, "Works") made available to the District pursuant to this Agreement are protected via copyrights, trademarks, service marks, patents, trade secrets, and/or other proprietary laws and/or regulations, and FLVS retains all right, title, and interest in and to the Works. The District further acknowledges that it has no ownership of or proprietary interest in the Works except as expressly granted in this Agreement.

Absent the express written authorization by and consent of FLVS, the District will not sell, license, sublicense, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create the Works or any other component of the Licensed Materials. Further, the District will not take or knowingly permit any action or omission that jeopardizes or impairs FLVS's rights in the Works or Licensed Materials. For instance, the District will not: (a) disassemble, reverse compile, reverse engineer, or otherwise attempt to discover the source code of or trade secrets embodied in the Works; (b) transfer, assign, distribute, rent, sell, or grant sublicenses to or otherwise make available the Works or any element thereof to any third parties; (c) embed or incorporate in any manner the Works or any element thereof into other applications or products belonging to and/or utilized by the District; (d) use or transmit the Works in violation of

this any state or federal law or regulation applicable to the terms of this Agreement or the Licensed Materials; (e) access, use, or copy any portion of the Works (including any component of its logic, structure, and architecture) to develop, promote, distribute, sell, or support any other product or service; or (f) remove, obscure, or alter any FLVS symbol, copyright notice, mark, name, logo, tagline, or other similar designation displayed on or through any portion of the Works.

13. **CHILDREN'S ONLINE PRIVACY PROTECTION ACT ("COPPA")**

The District shall be responsible for ensuring full compliance with COPPA and all rules promulgated thereunder.

14. **SOFTWARE SECURITY**

The District will ensure all reasonable measures are taken to protect the Licensed Materials from any unauthorized use. The District shall strictly limit access to the Licensed Materials to Authorized Users and Authorized Third Parties. FLVS will ensure all reasonable measures are taken to protect the District Data while in use at the FLVS site. Reasonable measures are defined as the District Data being stored on a secure server in a secured building behind an internet firewall with role-based level password protection for all access to such Data.

15. **DATA/SECURITY BREACH**

The Parties acknowledge their respective obligations to comply with all data privacy laws, including Section 501.171, Florida Statutes. Upon knowledge of a data security breach, the breached Party shall notify the other Party immediately, and in no event later than thirty (30) days following a determination of a breach of data security involving the other Party's data. Additionally, each Party shall fully cooperate with the other regarding their respective statutory obligations with respect to security breaches, including all statutory and regulatory notification requirements.

16. **E-VERIFY**

In accordance with Section 448.095, Florida Statutes, the Parties shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement.

17. **THIRD PARTY REQUIREMENTS**

The District is solely responsible for ensuring that the Licensed Materials/FLVS courses meet the requirements of any third-party organization that the District seeks to satisfy. For example, the National Collegiate Athletic Association ("NCAA") has specific guidelines regarding the acceptance of distance learning or credit recovery courses for student-athletes. The District accepts responsibility for these criteria to the extent that it uses the Licensed Materials for students who desire to meet NCAA eligibility criteria. Similarly, the District is responsible for completing any College Board audit procedures required with respect to any Advanced Placement ("AP") courses if the District intends to offer any Licensed Materials courses as AP courses.

18. WARRANTIES OF FLVS

FLVS warrants that all components of the Licensed Materials shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, FLVS shall, to the extent permitted by law, indemnify and hold harmless the District, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark arising or resulting from use of the Licensed Materials.

If a component of the Licensed Materials becomes or is likely to become the subject of an infringement claim, FLVS may, at its option and expense: (a) procure for the District the right to continue using such component; (b) replace or modify the affected component so it becomes non-infringing and remains functionally equivalent; or (c) require the return of the affected component, allow the District to return other components intended to operate with the affected component, and refund to the District that portion of the license fees attributable to the returned product, prorated in accordance with the unused portion of the term.

19. CONFIDENTIAL INFORMATION

To the extent permitted by law, each Party agrees to maintain the Confidential Information of the other Party. For the purposes of this Agreement, FLVS is hereby designated a school official for the purposes of receiving confidential student information and District Data. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student

information for the purposes of this Agreement and for no other purpose. Upon the termination or expiration of this Agreement, FLVS shall maintain the confidential student information for the time period required by Florida law.

As FLVS may receive District Data that is otherwise confidential, FLVS shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records.

20. ACCOMMODATIONS FOR STUDENTS WITH EXCEPTIONALITIES

The District is responsible for complying with all federal and state requirements, including IDEA and Section 504 in connection with its use and implementation of the Licensed Materials. Furthermore, the District is responsible for providing any required services to support and accommodate students with special needs. The District acknowledges that virtual learning programs are not appropriate for all students, and it is the District's responsibility to ensure that its delivery and implementation of the Licensed Materials are appropriate for each participating student. FLVS will not be responsible to make such a determination and is not required to make any associated modifications to the Licensed Materials. The District may opt to share information about students with exceptionalities by ensuring the students' IEP or 504 plan is shared with FLVS.

21. ENGLISH LANGUAGE LEARNER STUDENTS

The District is responsible for providing appropriate equal access to all students, including ELL students. It is also responsible for ensuring compliance with the Florida META Consent Decree and other federal and state laws and regulations in connection with its use and implementation of the Licensed Materials.

22. PUBLIC RECORDS NOTICE

The Parties are required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of their duties under this Agreement. Accordingly, the Parties shall:

a) Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement

("Agreement Data") which come within the definition of a "public record" under Chapter 119, Florida Statutes.

b) Provide to each other, upon request and free of charge, a copy of each record which either Party seeks to produce in response to a public records request.

c) Ensure that Agreement Data that are considered exempt under Chapter 119, Florida Statutes, are not disclosed except as authorized by law.

d) Upon completion of their obligations under the Agreement, transfer to each other, at no cost, all Agreement Data in their possession or otherwise keep and maintain such data/records as required by law.

Either Party's failure to comply with the provisions set forth in this Section shall constitute a default and material breach of this Agreement, which may result in immediate termination by the non-breaching Party without penalty to them.

IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR THE DISTRICT DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE DISTRICT SHALL CONTACT FLVS's CUSTODIAN OF PUBLIC RECORDS AT 5422 CARRIER DRIVE, SUITE 201 ORLANDO, FLORIDA 32819 OR AT 407-490-2879, OR AT: custodianofrecords@flvs.net. IN TURN, IF FLVS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, FLVS SHALL CONTACT THE DISTRICT CUSTODIAN OF PUBLIC RECORDS LORIE NORRIS, 1740 OHIO AVE S, LIVE OAK, FL 32064 OR AT 386-647-4608 OR AT LORIE.NORRIS@SUWANNEE.K12.FL.US.

23. **RESERVATION OF SOVEREIGN IMMUNITY**

FLVS and the District acknowledge and affirm the limited waiver of sovereign immunity as to tort claims arising from the negligent or wrongful conduct of an officer or employee as specified in Section 768.28, Florida Statutes. Subject to and within the limitations of Sections 163.01 and 768.28, Florida Statutes, FLVS and the District agree to be

responsible only for such claims and damages caused by the actions or inaction of their own respective officers and employees while functioning within the scope of their official duties. Nothing herein shall be construed or interpreted as an agreement by one Party to indemnify the other, nor as an obligation to or consent to be sued by a third party. Furthermore, nothing herein shall be construed or interpreted as an agreement by either Party to waive the monetary limitations (*i.e.*, "statutory caps") of liability set forth in Chapters 163 and 768, Florida Statutes.

24. INDEMNIFICATION

To the extent permitted by law, FLVS and the District hereby acknowledge their respective entitlement to sovereign immunity and the limited waiver of sovereign immunity as to certain tort and negligence claims pursuant to Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of any such immunity nor as an agreement by either Party to indemnify or defend the other. Furthermore, nothing herein shall be construed as an obligation of either Party to defend, sue, or consent to be sued by a third party. Rather, FLVS and the District agree to be responsible only for such claims and damages caused by the tortious or otherwise negligent action or inaction of their own officers and employees while functioning within the scope of their official duties, and their respective liability for such damages shall be limited to the amounts set forth in Section 768.28, Florida Statutes.

25. FORCE MAJEURE

Neither Party to this Agreement shall be liable for delays or failures in performance under this Agreement resulting from acts or events beyond the reasonable control of such Party ("Force Majeure Event"), including acts of war, terrorism, acts of God, epidemic or pandemic, any police action of the federal, state, or local government, an earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions. The Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, restriction, or interference; provided however, that the Party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

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26. **DISCLAIMERS AND OTHER LIMITATIONS OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR THE EXPRESS WARRANTIES HEREIN STATED, ALL INFORMATION, PRODUCTS, GOODS, AND/OR SERVICES PROVIDED BY OR THROUGH FLVS PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OR CONDITION OF ANY KIND. EXCEPT FOR THE EXPRESS WARRANTIES HEREIN STATED, FLVS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS WITH REGARD TO THE LICENSED MATERIALS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

THE LIABILITY OF FLVS IS LIMITED IN ACCORDANCE WITH FLORIDA LAW AND THE TERMS OF THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL FLVS BE LIABLE FOR ANY SPECIAL, EXEMPLARY, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES TO THE DISTRICT OR TO ANY THIRD PARTY FOR LOSS OF USE, DATA, OR PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE LICENSED MATERIALS.

SUBJECT TO THE LIMITS SET FORTH IN SECTION 768.28, FLORIDA STATUTES, THE DISTRICT RECOVERY, IF ANY, SHALL BE LIMITED TO THE DISTRICT ACTUAL AND DIRECT DAMAGES AND THE MAXIMUM AGGREGATE AMOUNT OF ANY SUCH DAMAGES RECOVERABLE TO THE DISTRICT SHALL BE NO GREATER THAN THE SUMS PAID BY THE DISTRICT TO FLVS FOR THE LICENSED MATERIALS PURSUANT TO THIS AGREEMENT.

27. **DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS**.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED MATERIALS, SUPPORT, OR SERVICES THAT ARE THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE THE DISTRICT SPECIFIC LEGAL RIGHTS. THE DISTRICT

MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

28. RELATIONSHIP OF THE PARTIES

At all times during the term of this Agreement, the Parties shall be considered independent contractors and not employees of each other, and nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties. Neither Party is authorized to, nor shall either Party act toward third persons or the public in any manner that would indicate anything other than an independent contractor relationship with the other Party.

29. NO PRESUMED CONSTRUCTION AGAINST DRAFTER(S)

The Parties acknowledge that they have both had an opportunity to craft the terms and scope of this Agreement. Accordingly, each and every term of this Agreement shall be construed in accordance with the fair meaning of such term and there shall be no presumption against either Party for having drafted or participated in the drafting of this Agreement.

30. DESCRIPTIVE HEADINGS

The headings used herein are descriptive only and are not determinative as to the meaning or effect of any term of this Agreement.

31. BINDING EFFECT

This Agreement shall be binding upon and exclusively inure to the benefit of the Parties and their respective officers, employees, and authorized agents. The Parties do not intend for this Agreement to be binding upon or inure to the benefit of any other person, entity, or party.

32. NOTICES

All notices, demands, and other communications required or permitted pursuant to this Agreement shall be provided in writing and directed to the following contacts:

As to FLVS:

Larry Banks, Senior Director of Partner Services, Florida
Florida Virtual School
5422 Carrier Drive, Suite 201
Orlando, FL 32819
Email: lbanks@flvs.net and procurement@flvs.net

With a copy to:

INFO ONLY

Florida Virtual SCHOOL

Office of General Counsel
Florida Virtual School
5422 Carrier Drive, Suite 201
Orlando, FL 32819
Email: ogc@flvs.net

As to the District:

Ted L. Roush, Superintendent of Schools
Suwannee County School Board
1740 Ohio Avenue South
Live Oak, FL 32064
superintendent@suwannee.k12.fl.us

With a copy to:

Leonard J. Dietzen III
Rumberger Kirk P.A.
P. O. Box 10507
Tallahassee, FL 32302-2507
ldietzen@rumberger.com

33. NO WAIVER

No delay or failure to act on the part of either Party in exercising any right, power, or privilege under this Agreement shall impair any such right, power, or privilege or constitute a legal waiver or acquiescence regarding any such right, power, or privilege. Nor shall any single or partial exercise of any right, power, or privilege arising from this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. No waiver shall be valid and enforceable against either Party unless it is agreed upon in writing that is authorized and signed by the Party against whom enforcement of such waiver is sought.

34. OPPORTUNITY TO CONSULT WITH COUNSEL

Each Party acknowledges that it had an opportunity to consult with counsel of their own choice regarding the development and drafting of this Agreement.

35. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions.

36. DISPUTE RESOLUTION

The Parties agree that they will use their best efforts to settle any and all disputes arising out of or in connection with this Agreement, including disputes as to its validity,

interpretation, performance, and alleged breach, prior to initiating any legal proceeding, whether judicial or administrative in nature.

37. **PARTICIPATION IN SIMILAR ACTIVITIES**

This Agreement in no way restricts FLVS or the District from participating in similar activities with other public or private agencies, organizations, and individuals.

38. **SEVERABILITY**

The terms of this Agreement shall be severable such that, if any term herein is deemed unlawful, invalid, or unenforceable, such term shall not affect the validity and enforceability of any other terms of the Agreement.

39. **NO ASSIGNMENT**

This Agreement may not be assigned, transferred, or conveyed in whole or in part by either Party.

40. **EXECUTION**

Each Party acknowledges that it has executed or caused the execution of this Agreement on its own behalf in reliance on their own judgment and without coercion, duress, or undue influence. Each person signing this Agreement on behalf of either Party individually warrants that each has full legal power to execute this Agreement on behalf of the Party for whom each is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement. This Agreement may be executed via electronic signature and in counterparts, any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument.

41. **ENTIRE AGREEMENT**

This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and the terms of this Agreement supersede and replace any conflicting or inconsistent terms of any other agreement(s) between the Parties. Any amendment or modification of this Agreement and any waiver of its terms must be reduced to a writing which is authorized and signed by both Parties.

[Signatures follow on next page]

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[Signature page to Blended Learning Community Agreement between Florida Virtual School and Suwannee County School Board Dated Upon Full Execution]

WHEREFORE, the Parties agree upon the foregoing terms and conditions of this Agreement and bind themselves to each other and to the covenants and promises herein stated through each of their authorized representatives/signatories below:

FLORIDA VIRTUAL SCHOOL

By *(Authorized Signature)*	Date

Printed Name and Title of Person Signing:

Address: 5422 Carrier Drive, Suite 201, Orlando, FL 32819.

Approved as to legal form and sufficiency by:

FLVS Office of General Counsel

SUWANNEE COUNTY SCHOOL BOARD

By *(Authorized Signature)*	Date

Ted L. Roush, Superintendent of Schools

1740 Ohio Avenue South, Live Oak, FL 32064

Approved as to legal form and sufficiency by:

School Board Attorney/Legal Counsel for the Suwannee County School Board

Inter District Private School Services Agreement | 2023-2024

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 M. Adkins, Director of Federal Projects
Columbia County School District

3/28/23
Date

Alex L. Carswell, Jr., Superintendent
Columbia County School District

Dana Brady-Giddens, Chairperson
Columbia County School District

3/28/23
Date

Resident District: ***Suwannee County***

Kecia Robinson, Coordinator – Title I
Suwannee County School District

Date

Ted L. Roush, Superintendent
Suwannee County School District

Jerry Taylor, Chairperson
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 | 2023-2024

COLUMBIA COUNTY SCHOOL DISTRICT

Agreement for School Year 2023 – 2024 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 | 2023-2024

Appendix A: Suwannee County School District (Resident District)

Title I Allocation Details for School Year 2023 – 2024

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-4 Supplemental Instructional Services

Note:

- Title I, Part A Basic Total (Funds Generated - NPSES)
- Minus Parent and Family Engagement 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 | 2023-2024

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.

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the Suwannee County School Board ("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, 2024, 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 Infomation ("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: Ted L. Roush, Superintendent
Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III
Rumberger Kirk P.A.
Attorney for Suwannee County School Board
P. O. Box 10507
Tallahassee, FL 32302-2507

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 2023-2024 academic year.

24. E-Verify. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 2023.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Jerry Taylor, Chairman Date

_____ _____
Ted L. Roush, Superintendent Date

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

CONTRACTOR

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

_____ Date _____
Type or Print Name of Witness

EXHIBIT A

SERVICES PROVIDED:

- Provide students of Suwannee County Schools with physical therapy services per 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 the amount of $65 per hour for physical therapy evaluations, physical therapy treatments, attendance at IEP meetings, time for ESE-related documentation, planning, and travel. This will be paid monthly upon receipt of billing. All hours billed will be documented by student name, activity as related to services, travel, and planning. All billed hours will be signed at the point of service by a SCSB employee.

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, LORIE NORRIS, RISK MANAGER, AT 386-647-4608, LORIE.NORRIS@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
SUWANNEE COUNTY SCHOOL BOARD
AND
SUWANNEE VALLEY COMMUNITY COORDINATED CHILD CARE, INC.

THIS AGREEMENT, by and between SUWANNEE COUNTY SCHOOL BOARD, hereinafter called the School Board, and SUWANNEE VALLEY COMMUNITY COORDINATED CHILD CARE, INC., hereafter called SV4Cs, each in consideration of the agreements to be performed by the other, agree:

1. The purpose of the School Board's Teen Parent Program is to help the teenage parent complete their high school education and become responsible parents and adults, while providing high-quality early childhood education and care to their children.
2. The purpose of SV4Cs Early Head Start (birth to 3 year olds) and Head Start (3 to 5 year olds) program is to provide high-quality child development and health services that address early childhood education, health, disabilities, social services, nutrition, mental health and parent / family / community engagement at SV4Cs Live Oak Early Head Start / Head Start locations.
3. The School Board shall pay SV4Cs for and SV4Cs shall provide child care in accordance with the Teen Parent Program Services Plan for the period beginning August 09, 2023 and ending May 22, 2024. The plan is incorporated herein by reference as if fully set forth in this agreement.
4. The services to be provided by SV4Cs shall comply with pertinent provisions of Florida Statutes and rules of the Florida Department of Education.
5. SV4Cs shall maintain all records required by the Florida Department of Education and by the School Board for purposes of audit. SV4Cs shall make available such records to the School Board or to the Florida Department of Education upon request.
6. SV4Cs shall maintain, at its own expense, such insurance coverage as required by law and by Florida Department of Education for directly provided services including liability and property damage.
7. SV4Cs acknowledges that total funding for its services under this Agreement is dependent upon State of Florida appropriations as dispersed by the Department of Education. This agreement may be terminated by either party upon 30 days written notice, if the pertinent legislative body fails to appropriate funds for this Agreement. SV4Cs agrees that it will look only to such Department of Education funding for payment for its services hereunder, and that the Suwannee County School Board shall not be obligated to pay SV4Cs any amounts other than the amounts received by Suwannee County School Board from the Department of Education for child care as indicated herein in Paragraph 8e.

8. PROVISION OF SERVICES:

   a. Teen Parent Program staff at Suwannee High School will determine which students qualify for child care services and shall forward written referrals to SV4Cs Family Services Department for those students who qualify.

   b. SV4Cs is required by Head Start Program Performance Standards to verify that all participants meet age and income eligibility requirements. Therefore, it will be necessary to obtain information from each potential parent prior to enrollment in SV4Cs Early Head Start and Head Start program to ensure eligibility for the program.

   c. SV4Cs agrees to make enrollment opportunities available for children of Teen Parent Program participants at the beginning of the 2023-2024 school year until August 28, 2023, at Live Oak Early Head Start and Head Start locations, as age appropriate. The School Board agrees that it will identify and refer initial program participants as early as possible in the school year, but in any event no later than August 28, 2023.

   d. After August 28, 2023, Teen Parent Program participant referrals will be accepted however, immediate placement is not guaranteed. The School Board will be notified when SV4Cs program is full and the child will be placed on the waitlist.

   e. The School Board shall pay SV4Cs a rate of $9.00/day for extended child care services until 3:30 p.m. SV4Cs will ensure that child care is available to participants on every school day. It is understood and acknowledged that the School Board will not pay for care on scheduled school holidays, even if the child attends care on that day. It is further understood and acknowledged that the School Board will pay for care on every scheduled school day, whether the child attends care or not.

   f. The School Board may identify and refer to SV4Cs teenagers who are pregnant but have not yet delivered their babies. SV4Cs will enroll these teenagers in the Early Head Start program if space is available and begin providing pre- and post-natal support services through referrals to include but not be limited to: nutritional assessments, health promotion and treatment, mental health interventions, prenatal education information on fetal development (including risks from smoking and alcohol), labor and delivery, and postpartum recovery (including maternal depression), and information on the benefits of breast feeding to all pregnant and nursing mothers. The School Board will not be charged for services to pregnant teenagers.

   g. SV4Cs will provide attendance information on children of participating teen parents to Suwannee High School or other designated school site, as requested. The School Board agrees to provide SV4Cs with reciprocal attendance information on teenage parents. In the event that a child is placed in care on a school day and SV4Cs receives a report that the parent is absent from school, SV4Cs will attempt to contact the parent to remove the child from care, as applicable.

   h. The School Board agrees to notify SV4Cs, in writing, when a student is withdrawn from school and no longer eligible for child care services. Upon receiving such written

notification, SV4Cs may, at its discretion, continue to provide child care services and will stop billing the School Board for child care services as of the date of receipt of such written notice.

i. Periodic meetings between Suwannee County School Board Teen Parent Program staff and SV4Cs Executive Director, or his/her designee, will be held to keep both parties updated on potential progress or problems.

9. SV4Cs agrees that it will save and hold School Board harmless from all cost, expenses for personal injury or death or property damage which may occur in the program by virtue of SV4Cs operation and supervision of the program.

10. If either the School Board or SV4Cs shall fail to perform, or shall breach any provisions of this Agreement, the School Board or SV4Cs may give notice to terminate this Agreement, or take such actions and pursue such remedies as provided by law. The prevailing party in any action for breach of this agreement shall be entitled to receive attorney's fees and costs incurred in such legal action.

11. This Agreement is made in the State of Florida and shall be governed by the laws of the State of Florida. All actions to enforce this agreement shall take place in a court of competent jurisdiction in Suwannee County, Florida.

12. Each party warrants and covenants to the other that the officers executing this Agreement have the authority to do so.

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

14. 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 2023-2024 academic year.

15. E-Verify – See EXHIBIT B.

In Witness Whereof, the parties hereto have set their hands and seals by their appropriate officers this _____ day of _____, 2023.

Suwannee Valley Community Coordinated Child Care, Inc.

By: _____
Michele Ward
Executive Director
(386) 754-2233
mward@sv4cs.org

Witness: _____

School Board of Suwannee County, Florida

By: _____
Jerry Taylor
Chairman
Suwannee County School Board

By: _____
Ted L. Roush
Superintendent of Schools

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

Witness: _____

Additional Staff Contact Information	
SV4Cs	**Suwannee County School Board**
Jeannie Boston Family / Health Services Administrator (386) 754-2222 x316 jboston@sv4cs.org	Michele Howard Coordinator of Health, Attendance, TAPP (386) 647-4636 michele.howard@suwannee.k12.fl.us
Nakia Dye Lead Family Support Specialist (386) 754-2222 x342 ndye@sv4cs.org	
Tasha Morgan Family Support Specialist (EHS) (386) 364-2915 tmorgan@sv4cs.org	
Misty Jones Family Support Specialist (EHS) (386) 364-2915 mjones@sv4cs.org	
Shiloh Birmingham-Carte Family Support Specialist (HS) (386) 364-4498 Sbirmingham@sv4cs.org	

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, LORIE NORRIS, RISK MANAGER, AT 386-647-4608, LORIE.NORRIS@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 B

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

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

   B. Subcontractors

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

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

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

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

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

SUWANNEE COUNTY SCHOOL BOARD
Human Resources Transactions
May 23, 2023

TO: District School Board of Suwannee County

FROM: Ted L. Roush
Ted L. Roush, Superintendent of Schools

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

RECOMMENDATIONS FOR THE 2022-2023 SCHOOL YEAR:

RECOMMENDATION: ADMINISTRATIVE:

Finance and Administration:
Jillian Herron, Assistant Chief Financial Officer, effective May 1, 2023
Position Split with Project Specialist

RESIGNATION: ADMINISTRATIVE:

Food Service:
Michael Braun, Food Service Director, effective May 12, 2023

RETIREMENTS: INSTRUCTIONAL:

RIVEROAK Technical College:
William Ragan, Teacher, effective June 1, 2023

Suwannee Middle School:
Tammie McKay, Teacher, effective August 3, 2023

SUSPENSION: INSTRUCTIONAL:

RIVEROAK Technical College:
William Ragan, Teacher, effective May 5, 2023, without pay

RECOMMENDATIONS: INSTRUCTIONAL:

District Office:
Katrina Walker-Bius, Resource Teacher, effective April 10, 2023
REPLACES: Tamara Boggus *(Amended from the April 25, 2023, Agenda)*

RIVEROAK Technical College:
Tammy Cunningham, Teacher (Temporary through July 19, 2023), effective May 8, 2024
REPLACES: Traci West

Suwannee High School
Marie Mudd, Teacher, effective April 20, 2023
REPLACES: Frank Hufty

RESIGNATIONS: INSTRUCTIONAL:

Branford Elementary School:
Charlena Lori Land, Teacher, effective August 3, 2023

Branford High School:
Eric Yount, Teacher, effective June 2, 2023

Suwannee Pineview Elementary:
Taelyn Smith, Teacher, effective August 3, 2023

Suwannee Springcrest Elementary:
Candice Land, Teacher, effective May 2, 2023

RETIREMENT: NON-INSTRUCTIONAL:

Transportation:
Sarah Chavis, Bus Driver, effective September 22, 2023

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

District Wide:
Briana Zonnevylle, Paraprofessional (Homeless Program), effective April 19, 2023
REPLACES: New Position

Facilities:
Austin Murray, Maintenance Worker I, effective May 1, 2023
REPLACES: Jeff Prescott

Finance and Administration:
Cara Peppers, Employee Benefits Specialist, effective June 2, 2023
REPLACES: Jillian Herron

Suwannee Pineview Elementary:
Kade Humphries, Custodian, effective May 1, 2023
REPLACES: Bart Hill

Suwannee Riverside Elementary:
Raechel Smith, Nurse, effective May 8, 2023
REPLACES: Chantel Williams

Transportation:
Edna Bryant, Bus Attendant, effective April 17, 2023
REPLACES: Damarius McQuay

Thomas Cramer, Bus Driver, effective April 17, 2023
REPLACES: Jimmy Cannon

Shawn Hill, Bus Driver, effective April 10, 2023
REPLACES: Sharna Blanco

RESIGNATIONS: NON-INSTRUCTIONAL: (*Presented for information purposes only*)

Branford Elementary/Branford High School:
Tammy Stewart, Custodian, effective last day worked May 9, 2023

Suwannee High School:
Michael Dunmore, Security Guard, effective June 2, 2023

Suwannee Opportunity School:
Nahjwan Dukes, Security Guard, effective May 17, 2023

Suwannee Riverside Elementary:
Heather Corbin, Paraprofessional, effective May 4, 2023

Kimberly Ranck, Paraprofessional, effective May 31, 2023

Suwannee Springcrest Elementary:
Catherine Melton, Paraprofessional, effective May 31, 2023

LEAVE OF ABSENCE: FAMILY MEDICAL LEAVE:

Teresa Jones, Employee Benefits Specialist, effective April 5, 2023
(12 weeks of intermittent leave as needed)

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

Suwannee Springcrest Elementary:
Mary DeHart, Food Service Worker, effective August 31, 2023 (4.5 hours), September 1, 2023 (8 hours), September 6, 2023 (8 hours), September 7, 2023 (8 hours) and September 8, 2023 (8 hours) for a total of 36.5 hours

TRANSFERS/REASSIGNMENTS:

NAME	FROM: SITE/POSITION	TO: SITE/POSITION	REPLACES	EFFECTIVE
Viola Brown	Suwannee Springcrest Elem. Custodian	Suwannee Middle School Custodian	Lloyd Jackson	May 1, 2023
Danielle Christie	Suwannee Springcrest Elem. Paraprofessional	Suwannee Springcrest Elem. School Secretary	Amy Steed	May 1, 2023
Bart Hill	Suwannee Pineview Elem. Custodian	Branford Elementary School Custodian	Dawn Willms	April 17, 2023

Lloyd Jackson	Suwannee Middle School Custodian	RIVEROAK Tech. College Custodian	Columbus Perry	May 1, 2023
Columbus Perry	RIVEROAK Tech. College Custodian	Suwannee Springcrest Elem. Custodian	Viola Brown	May 1, 2023
Christopher Ringlein	Suwannee Middle School Security Guard	Branford High/Branford Elem. Custodian (Temporary)	Tammy Stewart	June 2, 2023

SUPPLEMENTARY:

Employee Name	Position	Location
Daniel Marsee	Assistant Weight Lifting Coach	SHS
David Rang	Boys' Assistant Varsity Soccer Coach	SHS
Damon Wooley	Girls' Head Tennis Coach	SHS
David Whitfield	Head Middle School Baseball Coach	BHS

MISCELLANEOUS:

Approval for the following Mentors:

Mentee	Mentor	Location
Chelsey Chaney	Angela Hester	Suwannee Springcrest Elementary
Amanda Koon	Mandi Howard	Branford Elementary School
Judy Naranjo	Misty Ward	Branford High School
Cara Peppers	Mandy Ramsey	Suwannee Riverside Elementary
Jared Smith	Stacey Politano	Suwannee Middle School

District Wide:
Approval for Martha Southerland to work in the Hospital Homebound Program, District Wide

Approval for the following teachers to work up to 40 additional hours each conducting Pre-K evaluations and writing IEPs:

Holly Marsee Sheila Watson

Approval of the following Teachers to work up to 32 additional hours each to conduct compliance checks: *(Paid from IDEA Grant Funds)*

Amy Allen	Branford Elementary School
Cristina Herrington	Suwannee Middle School
Cathy Nicely	Suwannee Springcrest Elementary
Lisa Pennington	Suwannee Pineview Elementary
Stefani Santos	Branford High School
Michelle Thompson	Suwannee High School
Jennifer Turner	Suwannee Riverside Elementary

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

Heidi Cavitt	Mallory Jackson
Tiffany Cochran	Katilyn White

Approval for the following to receive the Civics Seal of Excellence Bonus:

Jeffry Boatright	Suwannee Virtual School
Kathryn Bower	Suwannee Middle School
Kristy Chauncey	Suwannee Pineview Elementary
Julia Davidson	Suwannee Pineview Elementary
Jean Eckhoff	Suwannee Virtual School
Amanda Hayes	Branford Elementary School
Cristina Herrington	Suwannee Middle School
Angela Hester	Suwannee Virtual School
Jennifer Hitt	Suwannee Middle School
Victoria Jensen	Branford Elementary School
Joyce McIntosh	Suwannee Pineview Elementary
Rebecca Monroe	Suwannee Springcrest Elementary
Airalisha Sowells	Suwannee Middle School
Kimberly Warren	Suwannee Riverside Elementary
Sandra Winburn	Suwannee Springcrest Elementary

SUBSTITUTES:

District Wide:
Approval for Chantel Williams to work as a Substitute Nurse

Transportation:
Approval for the following to serve as Substitute Bus Attendants:

Edna Bryant	Alexandria Vester

VOLUNTEERS:

SPE	Latoria Ansley	Field Trips
SSE	Brittany Blanton	Classroom, Field Trips
SSE	William Blanton	Classroom, Field Trips
BES/BHS	Mary Bond	Classroom, Field Trips
SPE	Alexis Cannon	Classroom, Field Trips
SPE	Brittany Christie	Field Trips
SSE	Danielle Christie	Classroom, Field Trips
SPE	Jessica Clements	Field Trips
SPE	Victoria Cook	Field Trips
BES	David Courtemanche	Field Trips
BES	Tina Courtemanche	Field Trips
BES	William Crossno	Field Trips

SSE	Amber Deaton	Field Trips
SSE	Kandace Douglas-Lindblade	Field Trips
SSE	Rachel Drye-Smith	Field Trips
BES	Moises Espinoza	Field Trips
SPE	Breanna Glavey	Field Trips
SPE	Morgan Hall	Classroom, Field Trips
SSE	Desser Hammer	Classroom, Field Trips
BES	Tiffany Harris	Classroom, Field Trips, Clubs
SPE	Sara Hartsfield	Classroom, Field Trips
SRE	Brianna Havatian	Classroom, Field Trips
BES	Kyle Hayes	Field Trips
BES	Natalie Hayes	Classroom, Field Trips
BES	Kathryn Hegenauer	Field Trips
BES	Melissa Hughes	Classroom, Field Trips
SRE/SMS	Candice Hupp	Classroom, Field Trips, Art
BES	Katrina Hygema	APT/Advisory, Classroom, Field Trips, Clubs
SPE	Dulca Izquierdo	Field Trips
SPE	Amy Johnson	Field Trips
BES	Amanda Jones	Field Trips
SRE	Eddie Mae Jones	Classroom, Field Trips
SPE	Kristen Kirby	Classroom, Field Trips
BES	Ragan Knight	Field Trips
SSE	Roy Lindblade	Field Trips
SRE	Adam Linton	APT/Advisory, Classroom, Field Trips
SSE	Wanda Liquori-Maffett	Field Trips
SPE	Dustin Little	Field Trips
SRE	Heather Long	Classroom
BES	Esperanza Lopez	Field Trips
SSE	Janie McCray	Classroom, Field Trips
SPE	Veronica Mendez	Classroom, Field Trips
SPE	Kenneth Michal	Classroom, Field Trips
SPE	Tammy Mobley	Classroom, Field Trips
SSE	Theresa Moore	Classroom, Field Trips
SRE/SMS	Crystal Murphy	Field Trips
SSE	Tammy Musgrove	Field Trips
SPE	Jennifer Music	Field Trips
SRE	Carmen Nunez	Classroom
SSE	Chris Osborne	Field Trips
SPE	Emma Owens	Field Trips
BES	Deborah Pasquette	Field Trips
SPE	Hardik Patel	Field Trips
SPE	Payal Patel	Field Trips
SPE	Elizabeth Perdue	Classroom, Field Trips
SSE	Chris Perez	Classroom, Field Trips
SRE	Carshena Perkins	Classroom, Field Trips
SPE	Ariel Ratliff	Field Trips
SSE	Donald Reed	Field Trips
SSE	Kaylee Reed	Field Trips
SRE/SMS	Averya Robinson	Classroom, Field Trips

SPE	Amarely Romulo-Hernandez	Classroom, Field Trips
SSE	Mariana Rosalio	Field Trips, Clubs
BES	Jason Rose	Field Trips
SSE	Debra Ross	Field Trips
BES	Sara Scaggs	Field Trips
BES	Stevie Skinner	Field Trips
SRE/SMS	Amber Smith	Field Trips
BES/BHS	Matthew Snider	Field Trips
SPE	Jessica Sosa	Field Trips
SSE	Christine Spinks	Classroom, Field Trips
SPE	Casey Story	Classroom, Field Trips
BES	Amanda Swartz	Field Trips
SSE	Genita Thomas	Field Trips
SPE	Shayna Valdez	Field Trips
BES	Megan Van Zile	Field Trips
BES	Alberto Viveros	Field Trips
BES	Christina Ward	Field Trips
BES	Bryan Whitaker	Classroom, Field Trips
BES	Misty Whitaker	Classroom, Field Trips

End of List
2022-2023
School Year

RECOMMENDATIONS: SUMMER TERM 2022-2023:

RECOMMENDATIONS: INSTRUCTIONAL:

District Wide:
Approval for Donald Harrison to work as Credit Recovery Dean at Branford High School *(June Only)*

Approval for Fred O'Quinn to work as Credit Recovery Dean at Suwannee High School

Approval for the following to work as Drivers Education Teachers

Jimmie Glen Green William Wiles

Approval for the following to work as Teacher of Middle School/High School Credit Recovery:

Isaac Chandler
Darrell Curls
Janet Stewart
Angela Hester
Christina Mosteller
Benjamin Thomas

Approval for the following Teachers to work up to 40 hours (Grant Funded through RIVEROAK Technical College):

Tiffany Smith – Suwannee Middle School Jeremy Ulmer – RIVEROAK Technical College

Approval for the following to work as a teacher with the ESE Consult/Extended Year Program

Jazmin Marrero Holly Marsee Sheila Watson

Approval for Hanna Moreno to work as the Summer Migrant Coordinator

Approval for Stefani Santos to work as HOPE teacher at Branford High School

Approval for Danielle Ovando to work as a teacher in the Summer Migrant Program

Approval for Tammy Neil to work with the Summer Students in Transition

Approval for Crystal Bryan to work in the Pre-K Readiness Summer School

Approval for the following Media Specialists to work up to an additional 40 hours to review classroom library lists:

Nancy Aul	Suwannee High School
Marcia Boatright	Riverside Elementary School
Cierra Keen	Pineview Elementary School
Karen Koon/Lawanna Zimmermann	Branford High School
Holly McMillan	Suwannee Middle School
Jennifer Richer	Branford Elementary School
Sandra Winburn	Springcrest Elementary School

Approval for the following to work in the 21st Century Summer Program

Branford Elementary School:

Tina Hayes	Teacher
Melissa Holtzclaw	Teacher
Victoria Jensen	Teacher
Julie Klecka	Teacher
Hannah Knighton	Paraprofessional
Carla Suggs	Teacher

Suwannee Pineview Elementary:

Tanya Crain	Paraprofessional
Alexis Cannon	Paraprofessional *(Tentative)*
Ashlee Wooley	Teacher
Courtney Sasso	Teacher
Heather Marshall	Paraprofessional
Jennifer McMillan	Paraprofessional
Kim Buchanan	Teacher
Susan Mowry	Teacher
Tralene Sasso	Teacher
Wanda Hawkins	Paraprofessional

Suwannee Riverside Elementary:

Robyne Edwards	Teacher
Amanda Gaylord	Paraprofessional
Janice McCall	Paraprofessional
Hanna Moreno	Teacher
Kim Mott	Teacher
Mandy Ramsey	Teacher
Lawanna Zimmermann	Teacher

Suwannee Springcrest Elementary:

Ashley Broughton	Teacher
Heidi Cavitt	Teacher
Crystal Gill	Paraprofessional
Emily Murphy	Teacher
Beth Southerland	Teacher
Jennifer Stevens	Teacher

Site Coordinators:

Denah Phillips	BES Site Coordinator
Joyce McIntosh	SPE Site Coordinator
Staci Greaves	SRE Site Coordinator
Julie Griswold	SSE Site Coordinator

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Approval for the following to work as Summer Day Laborers:

Facilities Department:

Landon Bates	Waylon Poole
Tyreece Freemen	Tyson Robinson
Matthew Jenkins	Hayden Sansouci
Benjamin Monroe	Connor Thompson
Clay Murray	Tyree Taylor

Approval for 1 Paraprofessional from the following schools to catalog classroom libraries, not to exceed 80 hours (Paid through General Funds)

Branford Elementary School	Suwannee Pineview Elementary
Branford High School	Suwannee Riverside Elementary
Suwannee High School	Suwannee Springcrest Elementary
Suwannee Middle School	

Approval for the following to work as Paraprofessionals in Middle School/High School Credit Retrieval:

Courtney McHugh	Michele Lambert	Yvette Perez

Food Service:
Approval for the following to work as Managers in the Summer Food Service Program:

Teresa Brannan Katrina Johnson Janice Lee

Approval for the following to work as Summer Food Service Workers:

Leona Ash
Teresa Brannan
Diane Chavez
*Christina Jones
Wendy Jones
*Robin Krause
Maria Palomares
Gloria Presley
Nisa Smith
Edith Underwood

**Alternates*

Approval for Teresa Brannan to work as Summer Food Service Monitor

Approval for Patricia Nixon to work as the Nurse in the ESE Extended Year Program

Approval for the following Paraprofessionals to work in the ESE Consult/Extended Year

Travis Bass Kelly McManaway

Approval for Naela Salazar to work as a Paraprofessional in the Summer Migrant Program

End of Summer Term List
2022-2023
School Year

RECOMMENDATIONS FOR THE 2023-2024 SCHOOL YEAR:

RECOMMENDATIONS: ADMINISTRATION:

Branford High School:
Donald Harrison, Assistant Principal, effective July 3, 2023
REPLACES: Carl Manna

Suwannee Riverside Elementary:
Adrienne Taylor, Assistant Principal, effective July 3, 2023
REPLACES: New Position

RECOMMENDATIONS: INSTRUCTIONAL:

Branford Elementary School:
Nelly Arias, Teacher, effective August 3, 2023
REPLACES: New Position

Kelly Davidson, Teacher (Temporary), effective August 3, 2023
REPLACES: Mandi Howard

Hannah Knighton, Teacher, effective August 3, 2023
REPLACES: Charlena Land

Samantha Torrese, Teacher, effective August 3, 2023
REPLACES: Caron Heffner

Branford High School:
William Wiles, Teacher, effective July 1, 2023
REPLACES: Fred O'Quinn

Lawanna Zimmermann, Media Specialist, effective August 3, 2023
REPLACES: Karen Koon

RIVEROAK Technical College:
Mary Vickers, Teacher, effective July 24, 2023
REPLACES: Traci West

Suwannee High School:
Fred O'Quinn, Dean, effective August 3, 2023
REPLACES: Kevin Lewis

Suwannee Middle School:
Clinton Lashley, Teacher, effective August 3, 2023
REPLACES: Kelly Pennington

Suwannee Riverside Elementary:
Cassandra Griffin, Teacher, effective August 3, 2023
REPLACES: Jackson Greene

Suwannee Virtual School:
Lawanna Gaylard, Teacher, effective August 3, 2023
REPLACES: Jeffry Boatright

LEAVE OF ABSENCE: PERSONAL:

Branford Elementary School:
Mandi Howard, Teacher, effective August 3, 2023 through August 2, 2024

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

District Office:
Lori Torres, Administrative Secretary I, effective July 3, 2023
REPLACES: New School Choice Position

Suwannee Middle School:
Mariana Hernandez, Paraprofessional, effective August 3, 2023
REPLACES: Maritza Torres

Cinthia Luna Perez, Paraprofessional, effective August 3, 2023
REPLACES: Jeny Martinez

CONTRACT RECOMMENDATIONS FOR THE 2023-2024 SCHOOL YEAR:

ADMINISTRATIVE CONTRACTS:

Name	Position	Term
Jeffry Lee	Food Service Coordinator	12

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

The following contract and term status are granted as indicated below:
Job titles are 2023-2024 appointments and for placement on a salary schedule:

Name	Position	Contract	Term
District Office:			
Karen Bates	Payroll Supervisor	C	12
Melanie Buchanan	District Secretary	C	12
*Sarah Chauncey	Personnel Specialist	C	12
*Cortney Flowers	Secretary, Administrative I	C	12
Katie Greene	Accounts Payable Specialist	A	12
Naela Jimenez	Pre-K Paraprofessional	C	12
*Teresa Jones	Employee Benefits Specialist	C	12
*Lorie Norris	Risk Manager	C	12
*Robinette Odom	Secretary to the Superintendent	C	12
Rosa Perez	Custodian	C	12
*Debra Ross	Secretary for Administration	C	12
*Tylyn Stansel	Secretary, Administrative I	C	12
Kimberly Steichen	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
Amaris Chapman	Paraprofessional	A	09
Staci Feeney	Paraprofessional	C	09
Amanda Harris	Registrar	C	12
Bart Hill	Custodian	A	12
Carla Hollinger	Paraprofessional	A	09
Austin Holtzclaw	Custodian	A	12
Cara Howard	Pre-K Paraprofessional/Lead CDA	C	09
Candice Hudson	Paraprofessional	A	09
Lacey Humphries	Paraprofessional	C	09
Anthony Jackson	Head Custodian	C	12
Karen Knighton	Paraprofessional	C	09
Andrea Lanier	School Secretary	A	12
Amanda Martin	Paraprofessional	C	09
Rebekah Mercer	School Nurse	C	10
Amity McCall	Paraprofessional	C	09
Deborah McFadden	Paraprofessional	A	09

Pamela Norton	Paraprofessional	C	09
Edna Roberts	Paraprofessional	C	09
Mary Roberts	Bookkeeper	C	12
Shawna Shae	Paraprofessional	A	09
Wendy Stines	Paraprofessional	C	09
Damaris Valdez	Paraprofessional	A	09

Branford High School:

Jerri Byrd	School Secretary	C	12
Casey Estep	Paraprofessional	A	09
Matthew Hiers	Custodian	INT C	12
Luis Huerta Dominguez	Paraprofessional	A	09
Kayla Hygema	Custodian	A	12
Melissa Hygema	Media Clerk	INT C	10
Michele Lambert	Paraprofessional	C	09
Julia McCall	Paraprofessional	A	09
Brenda Raulerson	Custodian	C	12
*Lauri Reaves	Administrative School Secretary	C	12
Donna Rhoden	Paraprofessional	INT C	09
Dana Root	Paraprofessional	C	09
Lisa Stevens	Paraprofessional	INT C	09
Roger Terry	School Secretary/Data Entry	C	12
Dana Tidwell	Bookkeeper	C	12
Karen Tucker	Head Custodian	C	12

Confidential employee

Facilities Department:

Timothy Bass	Maintenance Foreman	C	12
Douglas Bates	Maintenance Foreman	C	12
John Betz	Maintenance Man I	C	12
James Bryan	Assistant Foreman	C	12
Maurice Copeland	Landscape Foreman	C	12
Mark Fitzpatrick	Maintenance Man I	C	12
Matthew Hingson	Maintenance Man I	C	12
Lawrence Jelks	Maintenance Man I	C	12
*Russell Landen	Facilities Technology Technician	C	12
George Langford	Maintenance Man I	C	12
Daniel Monroe	Groundskeeper	C	12
Austin Murray	Maintenance Worker I	A	12
Terry Murray	Air Conditioning/Electrical Specialist	C	12
Lorraine Musgrove	Facilities Assistant	C	12
Jeffery Prescott	Maintenance Worker I	INT C	12
Terry Richardson	Painter	C	12
Debbie Ritchey	Custodian	C	12
Clayton Ross	Assistant Grounds Foreman	C	12
Tyler Smith	Groundskeeper	C	12
*Christina Vann	Administrative Secretary I	C	12
Kevin Williams	Groundskeeper	C	12

Confidential employee

Food Service:

Leona Ash	Food Service Manager	C	09
Terrie Baker	Food Service Manager-Assistant	C	09
Teresa Brannan	Food Service Manager-Assistant.	C	09
Shanda Campbell	Food Service Worker-6 hr.	C	09
Pamela Carver	Food Service Manager	C	09
Alysia Causey	Food Service Worker-8 hr.	C	09
Jenna Chancey	Food Service Worker-8 hr.	C	09
Diane Chavez	Food Service Worker-8 hr.	C	09
Kimberly Choe	Food Service Manager	C	09
Crystal Cox	Food Service Worker-8 hr.	C	09
Leah Cribb	Food Service Worker-8 hr.	A	09
Mary DeHart	Food Service Worker-8 hr.	C	09
Carolyn Dexter	Food Service Worker-8 hr.	C	09
Sheree Dugdale	Food Service Worker-6 hr.	C	09
Annie Folsom	Food Service Worker-8 hr.	C	09
Jennifer Gaskins	Food Service Worker-8 hr.	C	09
*Cindy Johnson	Administrative Secretary I	C	12
Katrina Johnson	Food Service Manager-Assistant	C	09
Wendy Jones	Food Service Manager-Assistant	C	09
Rebecca Kirby	Food Service Manager	C	09
Leslie Kurtz	Food Service Worker-8 hr.	C	09
Janice Lee	Food Service Manager	C	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.	C	09
Melanie Rickett	Food Service Manager	C	09
Marilin Gonzalez-Santos	Food Service Worker-8 hr.	C	09
Dawn Shearer	Food Service Worker-8 hr.	C	09
Natella Smith	Food Service Worker-6 hr.	C	09
Rhonda Tillman	Food Service Worker-8 hr.	C	09
Edith Underwood	Food Service Worker-8 hr.	C	09
Amelia Warner	Food Service Assistant Manager	C	09
Kelly Wiggins	Food Service Worker-6 hr.	C	09
Teresa Williams	Food Service Worker-8 hr.	C	09
William Yates	Food Service Worker-8 hr.	C	09
Jennifer York	Food Service Worker-6 hr.	C	09

**Confidential employee*

Information Technology Department:

*Donna Bass	Administrative Secretary I	C	12
Jacob Cross	Information Technology Technician	A	12
Stewart Fissell	Information Technology Technician	C	12
Brian Gollery	Information Technology Technician	C	12
Austin Hicks	Information Technology Technician	A	12
*Bruce Kinsey	Software Specialist	C	12
Landon Messer	Information Technology Technician	INT C	12
*Kelly Philmore	Network Specialist	C	12
Evan Saunders	Information Technology Technician	C	12

*Confidential employee

RIVEROAK Technical College:

Jessica Cabrera	School Secretary	C	12
Brittany Frye	Bookkeeper	A	12
Alison Hawkins	Clerk	A	12
Lloyd Jackson	Custodian	C	12
Heymi Jimenez	Registrar	A	12
Ashley Kirby	Financial Aid Specialist	C	12
*Tommy Miller	Administrative Secretary I	C	12
Uriel Ramirez Perez	Custodian	A	12
Lori Smith	Head Custodian	C	12
Terry Vickers	Community Relations Specialist	C	12
Katlin Westrich	Bookkeeper	C	12

*Confidential employee

Suwannee High School:

Carla Blalock	Administrative Secretary	C	12
Cynthia Brown	Custodian	C	12
Alexis Burgos	Custodian	A	12
Mariena Chandler	Custodian	A	12
Deborah Davis	Paraprofessional	C	09
Tenlee Deloach	School Secretary	C	12
Joe Denton	Paraprofessional	A	10
Cynthia Ford	Head Custodian	C	12
Teresa Haderle	Media Clerk	A	10
Keith Johnson	Custodian	C	12
Kelly McManaway	Paraprofessional	A	09
Marissa Mims	Attendance Clerk	A	10
Patricia Nixon	School Nurse	C	10
Yvette Perez	Migrant Paraprofessional	C	10
Alexandra Scoggins	Paraprofessional	INT C	09
Latangelia Tanksley	Paraprofessional	A	09
Laketha D. Wilson	Registrar	C	12
Kasey Wynn	Bookkeeper	C	12

Suwannee Middle School:

Pamela Bedenbaugh	Bookkeeper	C	12
Viola Brown	Custodian	C	12
Magda Centeno-Sanches	Custodian	A	12
Melanie Chambliss	Administrative School Secretary	C	12
Tiffany Dear	Media Clerk	C	10
Balinda Federick	Paraprofessional	INT C	09
Sandra Fountain	Head Custodian	C	12
Rebecca Gaddy	School Nurse	A	10
Mariana Hernandez Flores	Paraprofessional	A	09
Michael Herring	Paraprofessional	C	09
Cinthia Luna Perez	Paraprofessional	A	09
Emiley Maynard	Paraprofessional	INT C	09

Jarvis McClain	Custodian	INT C	12
Verhonda Morris	Paraprofessional	C	09
Brittany O'Neal	Custodian	A	12
Theresa Owens	Paraprofessional	C	09
Leslie Ramsey	General Receptionist	INT C	11
Lisa Shuler	Custodian	C	12
Elizabeth Smith	Paraprofessional	C	09
Linda Strait	Registrar	C	12

Suwannee Opportunity School:

Courtney McHugh	Paraprofessional	A	09
Jaxon Sansouci	Paraprofessional	A	09
Donna Schiavo	Paraprofessional	A	09
*Jacqueline Taylor	Secretary	A	12
Edwina Woods	Paraprofessional	A	09

**Confidential Employee*

Suwannee Pineview Elementary-Innovation:

Katelyn Blong	Pre-K Paraprofessional	A	09
Kadie Butler	Paraprofessional	C	09
Rhonda Chewning	School Secretary	A	12
Tanya Crain	Paraprofessional	C	09
Yanelis Cruz	Custodian	A	12
Traci Davis	Pre-K Paraprofessional/Lead CDA	C	09
Kay Glass	Media Clerk	C	10
Wanda Hawkins	Paraprofessional	A	09
Tammy Johns	School Bookkeeper	C	12
Amanda Kiser	Pre-K Paraprofessional/Lead CDA	C	09
JoAnn LeDew	Paraprofessional	C	09
Heather Marshall	Paraprofessional	C	09
Jennifer McMillan	Paraprofessional	C	09
Kelly Melland	School Nurse	C	10
Artra Moore	Paraprofessional	A	09
Natalia Morales Ortega	Registrar	C	09
Ashley Reeves	Paraprofessional	C	09
Kristin Register	Paraprofessional	C	09
Sasharine Richardson	Head Custodian	INT C	12
Barbara Tucker	Paraprofessional	C	09
Kayla Watson	Pre-K Paraprofessional/Lead CDA	A	09
Amy Wilkins	Paraprofessional	A	09
Amanda Williams	Paraprofessional	C	09
Brandy Williamson	Paraprofessional	A	09
Elisahar Woloszyn	Paraprofessional	C	09

Suwannee Riverside Elementary-Arts:

Tresca Anderson	Pre-K Paraprofessional/Lead CDA	C	09
Tara Ash	Paraprofessional	C	09
Kaylee Baker	Paraprofessional	A	09
Gail Butler	Paraprofessional	C	09

Linda Cheshire	Paraprofessional	C	09
Carolyn Davis	Custodian	A	12
Monica Djulvez	Paraprofessional	C	09
Jody Ellison	Head Custodian	C	12
Katherine Futch	Bookkeeper	A	12
Julia Gay Mangum	Paraprofessional	C	09
Amanda Gaylord	Paraprofessional	A	09
Mayra Gonzalez	Paraprofessional	C	09
Kalie Hingson	Paraprofessional	A	09
Heather Holton	Registrar	C	12
Jenna Hunter	Paraprofessional	A	09
Janice McCall	Pre-K Paraprofessional	C	09
Rebecca McCray	Paraprofessional	A	09
Sarah McIntosh	Paraprofessional	A	09
Wildaly Nieves-Lopez	Paraprofessional	C	09
Nicole Poole	Pre-K Paraprofessional/Lead CDA	C	09
Amy Sansouci	School Secretary	C	12
Julie Skeen	Paraprofessional	C	09
Raechel Smith	School Nurse	A	10
Jennifer Stansel	Paraprofessional	A	09
Mackia Strickland	Receptionist	C	09
Bethany Thomas	Paraprofessional	A	09
Alexander Torres	Custodian	C	12
Carol Ann Townsend	Pre-K Paraprofessional	A	09
Victoria Townsend	Paraprofessional	A	09
Herbert Williams	Custodian	C	12
Ronna Williams	Media Clerk	C	10
Hannah Wynn	Paraprofessional	A	09
Deanna Yott	Pre-K Paraprofessional/Lead CDA	C	09

Suwannee Springcrest Elementary-Leadership:

Lori Alban	Registrar	C	12
Heather Ayala	Paraprofessional	A	09
Christina Batton	Paraprofessional	C	09
Tara Brock	Paraprofessional	C	09
Mercedes Faircloth	Pre-K Paraprofessional	A	09
Mayra Castaneda	Paraprofessional	C	09
Danielle Christie	School Secretary	A	09
Alice Gambel	Pre-K Paraprofessional	C	09
Crystal Gill	Paraprofessional	C	09
Lewanda Hill	Paraprofessional	C	09
Maya Kennedy	Paraprofessional	C	09
June Lane	Pre-K Paraprofessional	C	09
Marissa Lane	Pre-K Paraprofessional/Lead CDA	C	09
Kelsey Leighton	Pre-K Paraprofessional/Lead/CDA	C	09
Rebecca McCaskill	Paraprofessional	A	09
Lynn Peaden	Media Clerk	C	10
Columbus Perry	Custodian	C	12
Shalenthia Reynolds	School Nurse	C	10

Timothy Rickett	Head Custodian	C	12
Tiffany Sanders	Paraprofessional	C	09
Monica Sauer	Paraprofessional	C	09
Holly Setzer	Paraprofessional	C	09
Jennifer Starling	Custodian	A	12
Amy Steed	Bookkeeper	C	12
Amy Strawn	Paraprofessional	A	09

Suwannee Virtual School:

*Naela Salazar	Administrative School Secretary	A	12

**Confidential employee*

Transportation Department:

Tyrone Ansley	Mechanic	C	12
Toni Barbera-Hansard	Bus Driver	C	09
James Barton	Bus Driver	A	09
Sharon Lynn Bass	Bus Driver	C	09
Lawrence Brannon	Head Mechanic	INT C	12
*Sharon Braun	Administrative Secretary I	C	12
Erika Broad	Bus Driver	A	09
Alma Brown	Bus Driver	C	09
Chinneta Butler	Bus Driver	C	09
Nisa Carlisle	Bus Driver	C	09
Michael Copfer	Bus Driver	A	09
Daisy Couture	Bus Attendant	C	09
Thomas Cramer	Bus Driver	A	09
Amber Deaton	Bus Driver	A	09
Fredrick Deaver	Bus Driver	C	09
Eunice Dunmore	Bus Driver	C	09
Tracy Felty-Janosh	Bus Driver	C	09
Crystal Fernandez	Bus Driver	C	09
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
Lance Griner	Mechanic	C	12
Deborah Harnage	Bus Driver	C	09
Kimberly Harnage	Bus Driver	C	09
Gina Henderson	Bus Driver	A	09
Dana Hill	Bus Driver	C	09
Debra Hill	Bus Attendant	C	09
Shateea Butler Hughes	Bus Driver	C	09
Jeffry Hunt	Bus Driver	C	09
Kiara Janosh	Bus Driver	A	09
Gary Jaramillo	Bus Driver	A	09
Laura Jaramillo	Bus Driver	C	09
Carol Jenkins	Bus Driver	C	09
John Jenkins	Mechanic	C	12
*Kelly Jenkins	Administrative Secretary I	C	12

Christina Jones	Bus Driver	C	09
Jackie Joseph	Bus Attendant	A	09
John Kerry	Bus Driver	C	09
Susan Kirby	Bus Attendant	A	09
Gina Knight	Bus Attendant	C	09
Robin Krause	Bus Driver	C	09
Monica Lorenz	Bus Driver	C	09
Curt Lux	Bus Driver	C	09
Kamera McGriff	Bus Driver	A	09
Eva Moore	Bus Driver	C	09
Jennifer Ponder	Bus Driver	C	09
Phyllis Postell	Bus Attendant	A	09
Jack Powell	Bus Driver	C	09
Gloria Presley	Bus Driver	C	09
Cathy Reed	Bus Driver	C	09
Synthia Schnaudigel	Bus Driver	C	09
Janice Thompson	Bus Driver	C	09
Thawanna Tooten	Bus Driver	C	09
Maria S. Torres	Bus Driver	A	09
Toni Vargas	Bus Attendant	C	09
Misty Voss	Bus Driver	C	09
Linda White	Bus Attendant	A	09
Inez Williams	Bus Driver	C	09
Lakeisha Williams	Bus Driver	C	09
Ashley Zarate	Bus Driver	A	09

**Confidential employee*

End of List
2023-2024
School Year

centurion.

AFFILIATION AGREEMENT

BY AND BETWEEN
CENTURION OF FLORIDA LLC
AND
RIVEROAK TECHNICAL COLLEGE THROUGH SUWANNEE COUNTY SCHOOL BOARD

THIS AFFILIATION AGREEMENT ("**Agreement**") is entered into as of **July 1, 2023** (the "**Effective Date**") by and between **Centurion of Florida LLC** ("**CENTURION**") and **RIVEROAK TECHNICAL COLLEGE THROUGH SUWANNEE COUNTY SCHOOL BOARD** ("**HOME INSTITUTION**") (each a "**Party**" and, collectively, the "**Parties**").

RECITALS

WHEREAS, CENTURION and the HOME INSTITUTION recognize that clinical educational opportunities play a critical role in health care education and in health care for the community;

WHEREAS, clinical experience is a required and integral component of the curriculum of the HOME INSTITUTION;

WHEREAS, the HOME INSTITUTION desires the cooperation of CENTURION in the implementation of a clinical experience component of its curriculum (the "**Program**"), and

WHEREAS, CENTURION desires to assist the HOME INSTITUTION in the implementation of the Program for selected students and/or residents ("**Trainees**") within its **FLORIDA DEPARTMENT OF CORRECTIONS (FDC)**

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the Parties hereby agree as follows:

1. **Term of Agreement**. The initial term of this Agreement shall be for one (1) year commencing on the Effective Date. Upon the expiration of the initial term and on each anniversary thereafter, this Agreement will automatically renew for successive one (1) year periods, each a renewal term, unless earlier terminated pursuant to the provisions herein. The initial term together with any renewal term(s) shall be known as the "**Term**."

2. **Responsibilities and Acknowledgments of the HOME INSTITUTION**.

   2.1 **Selection of Trainees**. The HOME INSTITUTION shall be responsible for selecting only those Trainees who have successfully completed all the prerequisite courses and/or previous clinical education experiences as may be required by CENTURION. The HOME INSTITUTION shall inform CENTURION of the level of training the Trainees have received prior to placement in the Program.

   2.2 **Cooperation in Establishing Program**. The HOME INSTITUTION shall provide CENTURION with current information about its curriculum and clinical education goals and will work cooperatively with CENTURION to plan the activities of Trainees participating in the Program.

AFFILIATION AGREEMENT

2.3 **Designation of Field Placement Director**. The HOME INSTITUTION shall designate a faculty member to serve as the HOME INSTITUTION'S Field Placement Director, who shall work with the applicable CENTURION designee in coordinating the Program.

2.4 **Responsibility for Academic Aspects**. The HOME INSTITUTION shall retain full responsibility for its academic programs, including the academic aspects of the Program, Trainee admission and promotion, grades, academic credit, accreditation, Trainee advising, educational records and fees.

2.5 **Background Screening**. The HOME INSTITUTION acknowledges and agrees that, in order to participate in the Program and before participation in the Program commences, Trainees shall submit to any criminal history or other background checks that may be required for entrance into applicable facilities. The HOME INSTITUTION further acknowledges and agrees that facility operators may restrict access or refuse to allow access for any reason, threat or purpose at any time, and may revoke the security clearance of any individual for security-based reasons at any time.

2.6 **Immunizations and Health Screenings**. The HOME INSTITUTION acknowledges and agrees that, in order to participate in the Program, Trainees must first submit to, or provide evidence of compliance with, any medical tests, immunizations or physical examinations required by facility operators.

2.7 **Health Insurance**. The HOME INSTITUTION acknowledges and agrees that, in order to participate in the Program, Trainees must maintain either an individual or HOME INSTITUTION health insurance policy. Evidence of a Trainee's health insurance coverage shall be provided to CENTURION before that Trainee may commence participation in the Program.

2.8 **Compliance with CENTURION and Facility Operator Policies**. The HOME INSTITUTION agrees to direct Trainees participating in the Program to adhere to all policies and procedures that COMPANY and/or facility operators may adopt from time to time. Notice of such policies and procedures shall be provided to Trainees.

2.9 **Confidential Information and Other Records**. The HOME INSTITUTION agrees to direct Trainees to maintain the confidentiality of any CENTURION confidential or proprietary information, including, but not limited to, financial information, clinical manuals or guides, internal policies and procedures, operations manuals, financial information, Request for Proposal responses, information concerning CENTURION'S patients, and COMPANY developed ideas and data (collectively, "**Confidential Information**"), they may receive or have access to. Notwithstanding the foregoing, Confidential Information shall not include information which (i) is in the public domain or subsequently comes into the public domain without breach of this Agreement or (ii) is required to be disclosed pursuant to a judicial or court order. The HOME INSTITUTION also agrees to direct Trainees to return to COMPANY all CENTURION Confidential Information that may be in Trainees' possession promptly at the termination of their participation in the Program or at any other time upon COMPANY'S request.

2.10 **No Surveys or Published Works**. The HOME INSTITUTION acknowledges and agrees that

neither it nor any Trainee shall make any formal or informal survey, research, inquiry or other study relating in any way to COMPANY, COMPANY'S clients, or COMPANY'S patients, nor shall there be any published work or public presentation relating to the Program experience without the prior written approval of COMPANY. Notwithstanding the foregoing, a Party may use the name of the other Party as appropriate in publications that list institutions that cooperate with it in providing field education experiences.

2.11 **Miscellaneous**. The HOME INSTITUTION agrees to direct Trainees to wear appropriate attire when participating in the Program and to notify Trainees that they must arrange for their own transportation, housing, and meals and are responsible for their own medical care.

2.12 **Disclosure of Trainees' Educational Records**. The HOME INSTITUTION shall disclose information from a Trainee's educational records, as appropriate, to personnel at COMPANY who have a legitimate need to know such information in accordance with the Family Educational Rights and Privacy Act of 1974, as amended, 20 U.S.C. § 1232g (**"FERPA"**). COMPANY agrees that it (a) will protect the confidentiality of Trainee information covered by FERPA ("Trainee Information"); (b) will not use such Trainee Information for any purpose other than to carry out the purposes of this Agreement; and (c) will not disclose such Trainee Information except to individuals within its organization who have a legitimate need to know such information.

3. **COMPANY Responsibilities and Acknowledgments**.

3.1 **Program Supervision**. CENTURION shall provide a supervised practical learning experience for Trainees as planned with the HOME INSTITUTION.

3.2 **Responsibility for Day-to-Day Operations**. CENTURION shall retain full responsibility for day-to-day operations.

3.3 **Orientation**. CENTURION shall orient the Trainees to CENTURION and facility policies, procedures, regulations, and customary practices.

3.4 **Size of Program**. The number of Trainees who can be accepted for the Program for any given period of time shall be determined by CENTURION and will be dependent upon COMPANY'S needs, objectives and available resources, including available staff, patients and access to facilities.

3.5 **Trainee Evaluations**. CENTURION agrees to complete Trainee evaluation reports on forms or in a format to be provided by the HOME INSTITUTION.

4. **Termination of Agreement/Removal of Trainees**.

4.1 **Termination without Cause**. Either Party may terminate this Agreement for any reason by providing sixty (60) days' prior written notice of its intention to terminate this Agreement to the other Party.

4.2 **Termination with Cause**. Either Party may terminate this Agreement if the other has failed to fulfill any of its material obligations under this Agreement. The Non-Breaching Party must

provide thirty (30) days' written notice to allow the Breaching Party to cure the breach. The Agreement will terminate if the Breaching Party fails to cure the breach after the expiration of the requisite cure period.

4.3 **Additional Termination Provisions.**

4.3.1 If any law or regulation (collectively, "**Regulations**") is amended in a way that precludes a Party from lawfully performing its obligations under this Agreement, either Party may terminate this Agreement effective upon the effective date of such amended Regulation.

4.3.2 The HOME INSTITUTION acknowledges and agrees that this Agreement shall terminate upon notice from CENTURION should CENTURION'S contractual relationship with its client, which forms the basis for the **FLORIDA DEPARTMENT OF CORRECTIONS (FDC)**, ends for any reason.

4.3.3 To the extent this Agreement terminates pursuant to any provision within this Section 4, the Parties agree to work cooperatively to explore options to allow Trainees, who have commenced participation in the Program prior to the notice of termination, to complete the Program.

4.4 **Removal/Withdrawal of Trainees**. CENTURION may temporarily suspend or require the HOME INSTITUTION to remove from the Program any Trainee whose conduct or health status may have a detrimental effect on CENTURION'S programs, staff, or patients as determined by CENTURION in its sole discretion. The HOME INSTITUTION may withdraw from the Program any Trainee whose progress, achievement, or adjustment does not appear to justify continuing with the Program. The HOME INSTITUTION may withdraw from the Program any Trainee whose learning experiences may be adversely affected by any conditions or changes in circumstances of CENTURION. The Parties shall endeavor to plan any withdrawal cooperatively. Further, the HOME INSTITUTION acknowledges and agrees that facility operators may, in their sole discretion, require the removal of a Trainee from the Program at any time and for any reason.

5. **Mutual Indemnification**. To the extent indemnification is permitted by applicable state and/or federal law, each Party (the "**Indemnifying Party**") agrees to protect, defend, indemnify and hold harmless the other Party, together with its parent and affiliate companies/institutions, and each of their respective boards, officers, directors, managers, trustees, agents, and employees (the "**Party Indemnitees**"), from and against any and all liability, claims, damages, losses, expenses, actions, attorney fees and costs and lawsuits whatsoever (including civil rights claims) arising out of (a) the breach of this Agreement by the Indemnifying Party or (b) the negligence or willful misconduct of the Indemnifying Party. HOME INSTITUTION further agrees to protect, defend, indemnify and hold harmless the CENTURION Party Indemnitees from and against any claim of wages or other compensation or provision of benefits due to Trainees, including but not limited to compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. The Indemnifying Party agrees, at its own expense, to defend against any actions brought or filed against the Party Indemnitees hereunder with respect to the subject of indemnity contained herein.

AFFILIATION AGREEMENT

6. **Insurance**. The HOME INSTITUTION shall, upon request by CENTURION, provide CENTURION with evidence or explanation of any professional liability insurance or commercial general liability insurance maintained by the HOME INSTITUTION, or individual Trainees as the case may be, providing coverage for Trainees with respect to their participation in the Program.

7. **Independent Contractor**. It is expressly understood and agreed that the Parties shall at all times during the Term act as independent contractors and that neither Party shall have the ability to bind the other Party. Nothing contained in this Agreement shall be deemed to create a joint venture, partnership, or other association or affiliation between the Parties that is inconsistent with the Parties' intended independent contractor relationship. Neither Trainees nor any faculty or other personnel of the HOME INSTITUTION shall be considered an employee of CENTURION or any of its parent or affiliate companies insofar as the subject matter of this Agreement is concerned. Consistent therewith, the HOME INSTITUTION acknowledges and agrees that CENTURION shall not be responsible for the payment of federal, state, and local income taxes, FICA, federal and state unemployment insurance contributions and State Disability Insurance premiums for any Trainee, faculty or other HOME INSTITUTION personnel, nor shall any Trainee, faculty or other HOME INSTITUTION personnel be eligible either to participate in any employee benefit plans maintained by CENTURION or any of its parent or affiliate companies or to receive any fringe benefits from CENTURION or any of its parent or affiliate companies, including but not limited to, vacation, sick pay or other paid days off, retirement, profit sharing, bonuses, training, insurance premium payments, or reimbursement of gas or mileage.

8. **No Compensation**. It is understood that Trainees are not entitled to any monetary compensation from COMPANY for any services which may be provided hereunder, but rather participate in the clinical educational experience in fulfillment of academic requirements as part of a formal educational program. The Parties agree and acknowledge that the Program is for the primary benefit of the Trainees, as opposed to CENTURION, and that no Trainee shall displace any CENTURION employee or be used to augment CENTURION'S workforce. The Parties further agree and acknowledge that a Trainee's participation in the Program shall not entitle that Trainee to employment with CENTURION or any of its parent or affiliate companies upon completion, nor should any Trainee maintain any expectation of permanent employment with CENTURION based upon his or her participation in the Program.

9. **Compliance with Laws/Non-Discrimination**. The HOME INSTITUTION agrees to perform in accordance with the terms and conditions of this Agreement and in compliance with all laws, rules, regulations and orders of federal, state, and local governments, including orders of any court of competent jurisdiction.

10. **Dispute Resolution**. In the case of a dispute regarding this Agreement or the obligations of the Parties thereunder, the Parties agree to utilize commercially reasonable attempts, including good-faith participation in non-binding mediation should the Parties mutually agree, to resolve the dispute informally before proceeding with court action.

11. **Governing Law and Venue**. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state in which the Program was held. Venue for any action brought pursuant to this Agreement shall lie exclusively in Suwannee County, Florida.

12. **Assignment**. This Agreement may not be assigned by either Party without the express prior written consent of the other Party. Any attempted assignment without such consent will be null and void and of no effect.

AFFILIATION AGREEMENT

13. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes all prior verbal and written agreements. There will be no amendment, modification or waiver of any of the terms and conditions hereof unless in writing and executed by both Parties.

14. **Severability**. This Agreement was drafted with the intent of complying with the applicable law and to the extent possible, will be interpreted in such manner as to be effective and valid under such law. If any provision in this Agreement is in clear violation of the law, such provision will be unenforceable and removed from this Agreement, with the other provisions remaining in full force and effect.

15. **Notices**. All notices provided for in this Agreement will be in writing, duly signed by the Party giving such notice and delivered, mailed by registered or certified U.S. mail or sent by a nationally recognized overnight delivery service, as set forth below; provided that, the Parties may mutually agree, in writing, to provide notice electronically to a designated individual of each Party:

COMPANY:
CENTURION OF FLORIDA, LLC
ATTN: Brett T. Lane, Associate General Counsel
1447 Peachtree St. NE, Suite 500
Atlanta, GA 30309

HOME INSTITUTION:
SUWANNEE COUNTY SCHOOL BOARD
Attn: Ted L. Roush, Superintendent of Schools
1740 Ohio Avenue South
Live Oak, FL 32064

16. **Third Party Beneficiaries**. This Agreement is an agreement between the Parties and confers no rights upon any of the Parties' employees, agents or contractors, or any other third person(s) other than the Party Indemnitees, as defined above.

17. **Precedence**. To the extent any term of this Agreement conflicts with, or otherwise creates ambiguity when viewed against, a term, condition, or other statement in any exhibit hereto, the order of precedence shall be: (a) this Agreement and (b) the applicable exhibit to this Agreement.

18. **Survival**. The rights and obligations of the Parties which by their nature continue after the termination of this Agreement, including, but not limited to, the rights and obligations with respect to, insurance, indemnification, dispute resolution, and governing law shall survive and continue after expiration of this Agreement, and shall bind the Parties, their successors, heirs and assigns.

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

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

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

21. **E-Verify**. Effective July 1, 2020
    A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
    B. Subcontractors
        (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
        (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
        (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
    C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
    D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

[Signature Block on Next Page]

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AFFILIATION AGREEMENT

IN WITNESS WHEREOF, the Agreement is hereby executed by the duly authorized representatives of the Parties as of the Effective Date.

CENTURION OF FLORIDA, LLC

Signed:_____

Name: _____

Title: _____

Date:_____

SUWANNEE COUNTY SCHOOL BOARD

Signed:_____

Name: Jerry Taylor

Title: Board Chairman

Signed:_____

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"

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AFFILIATION AGREEMENT

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, LORIE NORRIS, RISK MANAGER, AT 386-647-4608, LORIE.NORRIS@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 DISTRICT

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

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

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

TED L. ROUSH
Superintendent of Schools

RFP # 24-202 – MILK

ADDENDUM I

5/11/2023

BUY AMERICA CERTIFICATION

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the NSLP and SBP in the contiguous United States to purchase to maximum extent practicable, domestic commodities or products for use in meals served under the program.

The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States, substantially using agricultural commodities that are produced in the United States.

It is the intent of US Foodservice and the Florida School Districts in which we service, to strictly adhere to this policy. Decisions to the contrary shall be at the School Districts or Buying Groups prerogative.

To ensure your items comply with the "Buy American" policy of the USDA we need the following letter of certification:

We DFA Dairy Brands Fluid, LLC dba TG Lee Dairy (Insert Manufacturer Name) certify that the percentage of U.S content in products we have contracted for the Florida Schools have at least 100 % US content. If you are unable or unwilling to make such certification, we will not be able to purchase products from your company for School Foodservice.

Manufacturer Representative

By: Meg Callahan (Signature)

Name: Meg Callahan

Title: General Manager

Date: 5-11-23

The products currently being purchased for the Florida School Districts do not comply with the Buy American Act. Please list these products and the Country of Origin

Product	Mfg Id #	Country of Origin
TG Lee Whole Milk Gallon	13476	USA
TG Lee 2% Milk Gallon	13515	USA
TG Lee 1% Milk Gallon	48687	USA
TG Lee Fat Free Milk Gallon	13473	USA
TG Lee 1% Milk Half Pint	52212	USA
TG Lee Fat Free Milk Half Pint	52213	USA
TruMoo Fat Free Chocolate Milk Half Pint	48537	USA
TruMoo Fat Free Strawberry Milk Half Pint	46073	USA
Dairy Star Lactose Free Fat Free Milk Half Pint	68118	USA

Manufacturer Representative

By: Meg Callahan

Name: Meg Callahan

Title: General manager

Date: 5-11-23