SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
July 27, 2021

AGENDA

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag by Suwannee Virtual School

Special Recognition by the Superintendent

- Master Board Reinstatement Program Presentation by Florida School Boards Association (FSBA)
- 2020-2021 Retiree Recognition (*Administrators/Instructional*)
- Barrett Young – State FFA Area 2 Vice President

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. 11-34)**

June 14, 2021	- Expulsion Issues Hearing with Hearing Officer (Private)
June 15, 2021	- Workshop Session
	- Special Meeting
June 22, 2021	- Regular Meeting

2. The Superintendent recommends approval of the monthly financial statement for June 2021.

3. The Superintendent presents the following bills for the period June 1-30, 2021:

General Checking Account	
General Fund 1000	$ 819,248.23
LCIF Fund 3200	370,995.56
Other Capital Projects Fund 3910	24,198.23
Food Service Fund 4100	52,662.78
Federal Fund 4200	109,316.26
Elem & Sec School Emerg Relief Fund 4410	3,452.27
Other Cares Act Relief Fund 4420	154,449.49
ESSER II Fund 4430	395,745.69
	$ 1,930,068.51

Payroll Checking Account	
General Fund 1000	$ 3,642,821.37
Food Service Fund 4100	150,300.58
Federal Fund 4200	419,230.36
Elem & Sec School Emerg Relief Fund 4410	18,033.34
Other Cares Act Relief Fund 4420	2,557.49
ESSER II Fund 4430	6,037.61
	$ 4,238,980.75

Total	$ 6,169,049.26

4. The Superintendent recommends approval of the following budget amendments for fiscal year 2020-2021:

General	LCIF	Special Revenues
I-12	III-11	IV-5 (ESSER)
		IV-1 (ESSER II)
		IV-12 (Federal)
		IV-1 (Food Service)
		IV-6 (Other Cares)

5. The Superintendent recommends approval of the following contracts/agreements for the 2021-2022 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2022-59 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Joyce M. Warren (*Renewal*) **(pgs. 35-47)**

#2022-62 North East Florida Educational Consortium (NEFEC) 2021-2022 Membership Master Contractual Agreement between the District School Board of Suwannee County and the District School Board of Putnam County on behalf of NEFEC. The agreement includes the following programs: (*Renewal/Revised*) **(pgs. 48-92)**

- NEFEC Resolution
- NEFEC Main Contract #731-22-051
- NEFEC Instructional Services Program (ISP), Attachment #22-051-A1 to Contract #731-22-051 (Assistant Superintendent of Instruction, Designee)
- NEFEC Enterprise Resource Software Products/Skyward, Attachment #22-051-A6 to Contract #731-22-051 (Educational Technology Services)
- NEFEC Building Code Administrator, Attachment #22-051-A27 to Contract #731-22-051 (Director of Facilities, Designee)

- NEFEC Human Resource Management Network Services and Related Support Services, Attachment #22-051-A43 to Contract #731-22-051 (Director of Human Resources, Designee)

#2022-64 Cooperative Agreement between Meridian Behavioral Healthcare, Inc. and the School Board of Suwannee County, Florida (*Renewal/Revised*) **(pgs. 93-151)**

#2022-65 Suwannee County Public Schools Rate and Service Contract 2021-2022 between the Suwannee County School Board and Florlene Johnson d/b/a Johnson's Family Child Care Home for the Teen Age Parent Program (TAPP) (*Renewal*) **(pgs. 152-187)**

#2022-66 Career Pathways Articulation Agreement between District School Board of Jefferson County and Suwannee County School Board, through RIVEROAK Technical College, for Culinary Arts-Program of Study: Professional Culinary Arts and Hospitality; Digital Design-Program of Study: Digital Design 1 and Medical Administrative Specialist; and Digital Information Technology-Program of Study: Medical Administrative Specialist (*Renewal*) **(pgs. 188-194)**

#2022-67 Career Pathways Articulation Agreement between District School Board of Lafayette County and Suwannee County School Board, through RIVEROAK Technical College, for Culinary Arts-Program of Study: Professional Culinary Arts and Hospitality; Web Development-Program of Study: Digital Design 1 and Medical Administrative Specialist; and Nursing Assistant (Acute and Long Term Care)-Program of Study: Patient Care Technician and Practical Nursing (*Renewal*) **(pgs. 195-200)**

#2022-68 Career Pathways Articulation Agreement between District School Board of Madison County and Suwannee County School Board, through RIVEROAK Technical College, for Culinary Arts-Program of Study: Professional Culinary Arts and Hospitality; Digital Design-Program of Study: Digital Design 1 and Medical Administrative Specialist; Digital Information Technology-Program of Study: Digital Design 1 and Medical Administrative Specialist; and Nursing Assistant (Acute and Long Term Care)-Program of Study: Patient Care Technician and Practical Nursing (*Renewal*) **(pgs. 201-207)**

#2022-69	Career Pathways Articulation Agreement between District School Board of Hamilton County and Suwannee County School Board, through RIVEROAK Technical College, for Culinary Arts-Program of Study: Professional Culinary Arts and Hospitality; Digital Information Technology-Program of Study: Digital Design 1 and Medical Administrative Specialist; and Nursing Assistant (Acute and Long Term Care)-Program of Study: Patient Care Technician and Practical Nursing (*Renewal*) **(pgs. 208-213)**
#2022-70	Career Pathways Articulation Agreement between District School Board of Taylor County and Suwannee County School Board, through RIVEROAK Technical College, for Culinary Arts-Program of Study: Professional Culinary Arts and Hospitality; Digital Design-Program of Study: Digital Design 1 and Medical Administrative Specialist; and Digital Information Technology-Program of Study: Digfital Design 1 and Medical Administrative Specialist (*Renewal*) **(pgs. 214-220)**
#2022-71	2021-2022 Career Dual Enrollment Articulation Agreement between the Madison County School Board and the Suwannee County School Board through RIVEROAK Technical College (*Renewal*) **(pgs. 221-224)**
#2022-72	2021-2022 Career Dual Enrollment Articulation Agreement between the Lafayette County School Board and the Suwannee County School Board through RIVEROAK Technical College (*Renewal*) **(pgs. 225-228)**
#2022-73	2021-2022 Career Dual Enrollment Articulation Agreement between the Hamilton County School Board and the Suwannee County School Board through RIVEROAK Technical College (*Renewal*) **(pgs. 229-232)**
#2022-75	Agreement for Educational Staffing between Kelly Services, Inc. and Suwannee County School Board, Florida for substitute Teachers, Long Term Sub/Teacher, Paraprofessionals, Clerical, Retiree DROP Program Participants, Food Service Workers, and Custodians (*Renewal*) **(pgs. 233-252)**
#2022-76	Agreement between the School Board of Suwannee County, Florida, and the Suwannee County Sheriff's Office to hire eight, and up to nine, full-time School Resource Officers for the 2021-2022 school year (*Renewal/Revised*) **(pgs. 253-264)**

6. The Superintendent recommends approval to accept the following donated item: **(pgs. 265-272)**

Site	Item	Donor
SHS/Ag Facility	Cash Donation of $50,000	Pilgrim's Pride Corporation

7. The Superintendent recommends approval of the following student transfers for the 2021-2022 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Ashtyn	Adams	Suwannee	Hamilton	K
Reagan	Anthony	Suwannee	Alachua	8
Meila	Atwell-Wall	Suwannee	Hamilton	4
Jane	Budwick	Suwannee	Hamilton	7
Linas	Budwick	Suwannee	Hamilton	PK
Peyton	Davis	Suwannee	Lowndes	PK
Kirstin	Gaylord	Suwannee	Hamilton	2
Richard	Gaylord III	Suwannee	Hamilton	5
Waylon	Greene	Suwannee	Columbia	PK
John	Henry	Suwannee	Columbia	5
Landry	Henry	Suwannee	Columbia	4
Riley	Hudson	Suwannee	Hamilton	1
Waylon	Hudson	Suwannee	Hamilton	PK
Hilary	Montesino	Suwannee	Hamilton	6
Tiffany	Montesino	Suwannee	Hamilton	3
Layla	Roberts	Suwannee	Columbia	1
Brinleigh	Sistrunk	Suwannee	Hamilton	1
Katelyn	Windham	Suwannee	Hamilton	5
Kevin	Windham	Suwannee	Hamilton	6
Julian	Young	Suwannee	Lafayette	9

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Greyson	Kelley	SRE	BES	PK
James	Menezes Jr.	SPE	BES	PK

8. Expulsions

a. **Case #2021-05**: The Superintendent recommends approval of the Hearing Officer's Recommended Order, dated May 17, 2021, without the Exceptions (filed by the student's attorney), for expulsion of the student for the remainder of the 2020-2021 school year and all of the 2021-2022 school year. (*Final Action*)

b. **Case #2021-12**: The Superintendent recommends approval of the Hearing Officer's Recommended Order, dated May 28, 2021, for expulsion of the student for the remainder of the 2020-2021 school year and all of the 2021-2022 school year. (*Final Action*)

c. **Case #2021-18**: The Superintendent recommends expulsion of the student for the remainder of the 2020-2021 school year and all of the 2021-2022 school year. (*Final Action*)

d. **Case #2021-19**: The Superintendent recommends expulsion of the student for all of the 2021-2022 school year. (*Final Action*)

e. **Case #2021-20**: The Superintendent recommends expulsion of the student for all of the 2021-2022 school year. (*Final Action*)

f. **Case #2021-21**: The Superintendent recommends expulsion of the student for all of the 2021-2022 school year. (*Final Action*)

9. Human Resources Transactions **(pgs. 273-281)**

REGULAR AGENDA

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

#2.09	School Improvement and Educational Accountability (*Revised*) **(pgs. 282-283)**
#2.15	School Board Adopted Plans (*Revised*) **(pgs. 284-285)**
#6.214	Resignations (*Revised*) **(pgs. 286-287)**
#8.27	School Construction Bids (*Revised*) **(pgs. 288-290)**

2. The Superintendent recommends approval of the following contracts/agreements for the 2021-2022 school year: (NEW) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2022-13	Student Teaching Affiliation Agreement between the Board of Trustees, St. Petersburg College and the School Board of Suwannee County (*New*) **(pgs. 291-294)**
#2022-60	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Catherine Cason (*New*) **(pgs. 295-307)**
#2022-61	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Kim Boatright (*New*) **(pgs. 308-320)**
#2022-63	Clinical Education Affiliation Agreement between the Suwannee County School Board, thru RIVEROAK Technical College, Practical Nurse Education and Patient Care Technician Programs and the University of Florida Board of Trustees, for the benefit of the College of Medicine's UF Health Physicians (*New*) **(pgs. 321-327)**

3. The Superintendent recommends approval for out-of-district travel for School Board Members to attend conferences/meetings for the 2021-2022 school year, when the cost exceeds $500, for official school district business and complies with the rules of the State Board of Education.

4. The Superintendent recommends approval of the Suwannee County School District 2020-2021 Annual Update to the Florida Educational Equity Act Plan. (A copy is available for review in the office of the Assistant Superintendent of Administration.)

5. The Superintendent recommends approval of the 2021-2022 Suwannee County School District Student Conduct and Discipline Code for all elementary and secondary schools. (A copy is available for review in the office of the Assistant Superintendent of Administration.)

6. The Superintendent recommends approval of the Suwannee County School District Mental Health Assistance Allocation Plan for 2021-2022 (Note: A copy is available for review in the office of the Director of Student Services.)

7 The Superintendent recommends approval of the following forms:

a. #5200-068	Suwannee County School District Developmentally Delayed Multidisciplinary Team Report & Eligibility Determination and Staffing Form (*New*) **(pg. 328)**
b. #5200-069	Suwannee County School District Intellectual Disabilities Program Eligibility Written Summary of Group Analysis of Data & Eligibility Determination and Staffing Form (*New*) **(pgs. 329-330)**
c. #5200-070	Suwannee County School District Specific Learning Disability Eligibility Written Summary of Group Analysis of Data & Eligibility Determination and Staffing Form (*New*) **(pgs. 331-333)**
d. #7200-006	Suwannee County School District Annual Request for Out-of-County Attendance (*Revised*) **(pg. 334)**
e. #7200-089	Citizen Input (Procedures for Addressing the Suwannee County School Board) (*Revised*) **(pgs. 335-336)**
f. #7200-102	Suwannee County School District Annual Request for Attendance Zone Reassignment (*Revised*) **(pg. 337)**

8. The Superintendent recommends awarding the following bid/RFP:

#20-202	Additional one year extension, from July 1, 2021, through June 30, 2022, for Document Imaging Services to InStream, LLC (*Renewal*)

9. Legal Counsel's Report

10. Superintendent's Report

11. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
June 15, 2021

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 Tim Alcorn, Norman Crawford, Ed daSilva, Jerry Taylor, and Ronald White (arrived at 9:04 a.m.), along with Superintendent Ted Roush, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. School Board Attorney Leonard Dietzen was absent.

Administrators and others present: Hunter Abercrombie, Jennifer Barrs (arrived at 9:05 a.m.), Jennifer Beach, Walter Boatright, Amy Boggus, Marsha Brown, Stephenie Busch, Ethan Butts (arrived at 9:05 a.m.), Cara Disken, Lisa Dorris (arrived at 9:19 a.m.), Leigh Fernald, Ronnie Gray, Angel Hill, Malcolm Hines, Terry Huddleston, Mary Keen, Carl Manna, Dee Dee McManaway, Austin Richmond, Kecia Robinson, Keith Stavig, Angie Stuckey, Marsha Tedder, Kelly Waters, Josh Williams, and Kelli Williams.

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

Mrs. DePratter noted that the budget presentations for this year are electronic; no longer have the hard copy budget binders. Mrs. DePratter deferred to Marsha Brown, who provided an overview of the budget process and the proposed 2021-2022 General Fund Budget.

Budget Presentations for 2021-2022 ..... Vickie DePratter/
Asst. Superintendents/Directors/Principals

The following proposed General Fund Budgets for 2021-2022 were presented:

- Suwannee Riverside Elementary ..... Marsha Tedder
- RIVEROAK Technical College ..... Mary Keen
- Suwannee Springcrest Elementary ..... Jennifer Beach
- Suwannee High School ..... Carl Manna
- Suwannee Middle School ..... Hunter Abercrombie
- Suwannee Pineview Elementary ..... Amy Boggus
- Branford Elementary School ..... Dee Dee McManaway
- Branford High School ..... Terry Huddleston

- Finance/Administration ..... Vickie DePratter
- Transportation ..... Austin Richmond
- Facilities ..... Ethan Butts
- Human Resources ..... Walter Boatright
- Assistant Superintendent of Administration ..... Malcolm Hines
- School Safety and Other Administrative Services ..... Malcolm Hines
- Assistant Superintendent of Instruction ..... Jennifer Barrs
- Curriculum and Instruction ..... Jennifer Barrs
- Information Technology ..... Josh Williams
- Student Services ..... Kelly Waters
- School Choice ..... Angie Stuckey
- Superintendent and School Board ..... Ted Roush

The workshop recessed at 11:02 a.m. and resumed at 11:22 a.m.

Notes:

- Superintendent Roush and Board Member White were not present when workshop resumed; they arrived back at 11:31 a.m. during Ms. Keen's budget presentation.

The following proposed Federal Budgets for 2021-2022 were reviewed:

- Food Service ..... Lisa Dorris
- Perkins Grants ..... Mary Keen
- 21st CCLC ..... Jennifer Barrs
- Title V ..... Angie Stuckey
- IDEA; Title I/Migrant; Title III/ELL ..... Kelly Waters
- Title IX/Homeless ..... Angel Hill
- Title I ..... Kecia Robinson
- Title II ..... Kelli Williams
- Title IV ..... Keith Stavig
- ESSER II ..... Vickie DePratter

Miscellaneous

Mrs. DePratter provided updates on the following:

- Distributed a handout on a proposed new position of Project Specialist, who will handle all the federal grants and dollars for the District.

- Approximately $2 million dollars will be made available to the District from the Suwannee County Health Department (SCHD). She mentioned that the District had a previous interest in setting up a health clinic; there are two buildings currently for sale that could be purchased with these dollars and used for this purpose, as well as clinical/lab space for medical programs at RIVEROAK Technical College, along with other District needs. She reviewed other possible expenses that could be paid from these dollars as well. Our proposed spending plan was submitted to Kerry Waldron, with SCHD. He felt our plan would provide great opportunities for our District and was very supportive of the plan. We are currently waiting on feedback and approval from the State. Mr. Roush stated we are looking at two medical buildings that are currently for sale (Dr. Beverly Heinkeing and Dr. Janusek buildings). He noted there would be no cost to the District; all expenses would be paid from the dollars we receive from the SCHD. Mr. DePratter asked for feedback from the Board on the topic. Discussion followed regarding concerns with funding the positions, and other items, after the grant dollars have ended. Mr. Roush stated that prospective employees, paid from these dollars, would be informed that the positions are for the duration of the grant funding only.

(Note: Mr. daSilva left the workshop at 12:45 p.m.)

- Mr. White expressed concerns with the proposed Project Specialist position. Mr. Roush stated this position would not be part of the District Staffing Plan. Consensus of the Board was to move forward as discussed.

The workshop adjourned at 12:55 p.m.

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
June 15, 2021

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

Chairman Alcorn called the meeting to order at 12:55 p.m.

MOTION by Mr. Taylor, second by Norman Crawford, for approval to adopt the agenda. MOTION CARRIED UNANIMOUSLY

1. MOTION by Mr. Taylor, second by Mr. Crawford, for approval of the following personnel item for the 2020-2021 school year:

   a. Revisions to the following summer school positions for the 2021 summer school term:

Program	Number of Employees/Position	Funding
Credit Recovery (Grades 4-11)	9 – Teachers (*) (BHS-2; SHS-6; SMS-1) 3 – Paraprofessionals (BHS-1; SHS-2) 1 – Dean (SHS-1)	Federal Programs/General Fund
Virtual Instruction	13 – Teachers (**) (SVS-13: *As needed to complete courses already in progress)*	General Fund

(*) Added one Teacher position to BHS
(**) Added one Teacher position to SVS

NOTE: Positions will be based on student enrollment daily.

MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. Taylor, second by Mr. Crawford, for approval of the Human Resources Transactions **(pgs. 2-7)**

- Mr. White expressed concern regarding the Administrative Contracts based on investigations of the leadership at some of the schools, along with some of those schools being "A" school(s).
- Mr. Crawford questioned the three teachers, on Page 3, under Miscellaneous: ESE Consult/Extended School Year Teachers. Mr. Roush and Mr. Boatright responded.
- Mr. Taylor questioned where the additional hours for individuals to work over the summer are being paid from. Mrs. Brown and Mr. Roush responded.

MOTION CARRIED UNANIMOUSLY

Action on the Agenda Addendum

#1.MOTION by Mr. White, second by Mr. Tayor, for approval of the Human Resources Transactions Addendum **(pgs. A2-A3)** as follows:

RECOMMENDATIONS FOR THE 2021-2022 SCHOOL YEAR:

RECOMMENDATIONS ADMINISTRATIVE:

Branford Elementary School:
Melinda Ahrens, Assistant Principal, effective July 1, 2021
REPLACES: Stephenie Busch

Suwannee Pineview Elementary:
Perry Davis, Assistant Principal, effective July 1, 2021
REPLACES: Keri Bean

End of List
2021-2022
School Year

MOTION CARRIED UNANIMOUSLY

End of the Agenda Addendum

The meeting adjourned at 1:06 p.m.

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
June 22, 2021

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

School Resource Officer Jeff Miara was also present.

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

Student remarks and pledge to the flag by RIVEROAK Technical College National Adult Education Honor Society student organization.

Special Recognition by the Superintendent

- 2020-2021 Retiree Recognition (*Non-Instructional*)

- RIVEROAK Technical College
  - SkillsUSA State Masonry Competition Winners

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

MOTION by Mr. Taylor, second by Mr. daSilva, for approval of the Consent Agenda, along with the following change noted by Mr. Boatright:

- Page 519, under Transfers/Reassignments, Keith Cherry, To: Site/Position should be Suwannee High School, instead of Suwannee Riverside Elementary.

Mr. daSilva pulled Item #7 for discussion purposes only. He had a general question and comment for all of the items that were being donated.

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. 12-47)**

May 11, 2021	- Workshop Session
	- Special Meeting
May 25, 2021	- Regular Meeting

2. Approval of the monthly financial statement for May 2021.

3. The following bills for the period May 1-31, 2021:

General Checking Account		
General Fund 1000	$	462,721.29
Food Service Fund 4100		120,047.21
Elem & Sec School Emerg Relief Fund 4410		4,054.79
Other Cares Act Relief Fund 4420		186,748.29
	$	773,571.58

Payroll Checking Account	
General Fund 1000	$ 5,239,586.21
Food Service Fund 4100	259,221.77
Federal Fund 4200	569,085.20
Elem & Sec School Emerg Relief Fund 4410	23,884.57
Other Cares Act Relief Fund 4420	3,098.63
	$ 6,094,876.38
Total	$ 6,868,447.96

4. Approval of the following budget amendments for fiscal year 2020-2021:

General	LCIF	Special Revenues
I-11	III-10	IV-3 (ESSER)
		IV-11 (Federal)
		IV-10 (Food Service)

5. Approval for disposal of property as per the attached Property Disposition Form dated June 22, 2021. **(pg. 48)**

6. Approval of the following contracts/agreements for the 2021-2022 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2022-06	Memorandum of Agreement between the State of Florida Department of Health and the Suwannee County School Board for the Provision of School Health Services in Suwannee County (*Renewal*) **(pgs. 49-55)**
#2022-07	Dual Enrollment Articulation Agreement between Florida Gateway College and Suwannee County School District (Out of District 2021-2022) (*Renewal*) **(pgs. 56-79)**
#2022-08	Dual Enrollment Articulation Agreement between the District Board of Trustees of North Florida College and the District School Board of Suwannee County (*Renewal/Revised*) **(pgs. 80-131)**
#2022-09	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Palmer Physical Therapy, LLC (*Renewal/Revised*) **(pgs. 132-144)**

#2022-10	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Resolutions in Special Education, Inc. (*Renewal*) **(pgs. 145-158)**
#2022-12	Inter District Private School Services Agreement 2021-2022 between the Suwannee County School District and the Columbia County School District Title I Programs (*Renewal*) (Note: This agreement was initiated by the Columbia County School District.) **(pgs. 159-163)**
#2022-14	Agreement between the School Board of Suwannee County and Suwannee Valley Community Coordinated Child Care, Inc. (SV4Cs) for the Teen Parent Program (*Renewal*) **(pgs. 164-169)**
#2022-15	Clinical Education Agreement between the Suwannee County School Board Medical Secretary Program and Dr. Anjana Rana, MD, and Dr. Brij Rana, MD, Jasper, Florida (*Renewal*) **(pgs. 170-176)**
#2022-16	Clinical Education Agreement between the Suwannee County School Board Medical Secretary Program and ACV Health Services, LLC, Dowling Park, Florida (*Renewal*) **(pgs. 177-183)**
#2022-17	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Dr. Anjana Rana, MD, and Dr. Brij Rana, MD, Jasper, Florida (*Renewal*) **(pgs. 184-190)**
#2022-18	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Family Life Care, Inc., Live Oak, Florida (*Renewal*) **(pgs. 191-197)**
#2022-19	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Andres R. Villar, MD PA d/b/a Children's Medical Center, Branford, Lake City, and Live Oak, Florida (*Renewal*) **(pgs. 198-204)**
#2022-20	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Consulate Healthcare Baya Pointe Health and Rehabilitation Center, Lake City, Florida (*Renewal*) **(pgs. 205-211)**

#2022-21	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and North Central Florida Hospice, Inc. d/b/a Haven Hospice (*Renewal*) **(pgs. 212-218)**
#2022-22	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Smith & Sorenson, LLC d/b/a Rising Oaks Assisted Living, Live Oak, Florida (*Renewal*) **(pgs. 219-225)**
#2022-23	Clinical Education Affiliation Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Sorensen Smith and Bay LLC d/b/a Homewood Lodge ALF (*Renewal*) **(pgs. 226-232)**
#2022-24	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Lafayette Nursing and Rehabilitation, Mayo, Florida (*Renewal*) **(pgs. 233-239)**
#2022-25	Clinical Education Affiliation Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Lake City Surgery Center, LLC, Lake City, Florida (*Renewal*) **(pgs. 240-246)**
#2022-26	Clinical Education Agreement between Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Madison Health & Rehabilitation Center, Madison, Florida (*Renewal*) **(pgs. 247-253)**
#2022-27	Clinical Education Affiliation Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Pine House Inc. d/b/a Oakridge (*Renewal*) **(pgs. 254-260)**
#2022-28	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Dr. Bienvenido Samera, MD PA, Branford, Florida (*Renewal*) **(pgs. 261-267)**
#2022-29	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Hamilton Health Enterprises, Inc. d/b/a Suwannee Valley Nursing Center, Jasper, Florida (*Renewal*) **(pgs. 268-274)**

#2022-30	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Emory Medical Corporation d/b/a Women's Center of Florida (*Renewal*) **(pgs. 275-281)**
#2022-31	Clinical Education Agreement between Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Little Pine Pediatrics, PLLC, Madison, Alachua, Monticello, and Perry, Florida (*Renewal*) **(pgs. 282-288)**
#2022-32	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Airport Clinic Inc. (*Renewal*) **(pgs. 289-295)**
#2022-33	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Solaris Healthcare Lake City, LLC, Lake City, Florida (*Renewal*) **(pgs. 296-302)**
#2022-34	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and NF Suwannee, LLC d/b/a Suwannee Health and Rehabilitation Center, Live Oak, Florida and (*Renewal*) **(pgs. 303-309)**
#2022-35	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and RES-CARE Lake City, Florida (*Renewal*) **(pgs. 310-316)**
#2022-36	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician, Practical Nurse Education, and Phlebotomy Programs and ACV Health Services, LLC, Dowling Park, Florida (*Renewal/Revised*) **(pgs. 317-324)**
#2022-37	Clinical Education Agreement between Shands Teaching Hospital and Clinics, Inc. d/b/a UF Health Shands Hospital and the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs (*Renewal*) **(pgs. 325-330)**
#2022-38	Clinical Education Affiliation Agreement between the Suwannee County School Board Pharmacy Technology Program and Baya Pharmacy, Baya Drive, Lake City, Florida (*Renewal*) **(pgs. 331-337)**

#2022-39	Clinical Education Affiliation Agreement between the Suwannee County School Board Pharmacy Technology Program and Baya Pharmacy, U.S. 90, Lake City, Florida (*Renewal*) **(pgs. 338-344)**
#2022-40	Clinical Education Affiliation Agreement between the Suwannee County School Board Pharmacy Technology Program and Cheek & Scott Drugs, Inc., Live Oak, Lake City, and Jasper, Florida (*Renewal*) **(pgs. 345-351)**
#2022-41	Clinical Education Healthcare Support Staff Externship Training Agreement between the Suwannee County School Board Pharmacy Technology Program and CVS Health, Inc. (*Renewal*) **(pgs. 352-360)**
#2022-42	Clinical Education Affiliation Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy, Inc., Lake City-SW Main Blvd., Branford, Lake City-Highway 90 West, and Mayo (*Renewal*) **(pgs. 361-367)**
#2022-43	Clinical Education Affiliation Agreement between the Suwannee County School Board Pharmacy Technology Program and Walgreen Company, Lake City, Florida (*Renewal*) **(pgs. 368-374)**
#2022-44	Clinical Education Affiliation Agreement between the Suwannee County School Board Pharmacy Technology Program and Walgreen Company, Live Oak, Florida (*Renewal*) **(pgs. 375-381)**
#2022-45	Clinical Education Affiliation Agreement between the Suwannee County School Board Surgical Technology Program and Doctor's Memorial Hospital Inc., Perry, Florida (*Renewal*) **(pgs. 382-388)**
#2022-46	Clinical Education Affiliation Agreement between the Suwannee County School Board Surgical Technology Program and Lake City Surgery Center, LLC, Lake City, Florida (*Renewal*) **(pgs. 389-395)**
#2022-47	Clinical Education Agreement between the Suwannee County School Board Phlebotomy Program and Madison County Memorial Hospital (*Renewal*) **(pgs. 396-402)**

#2022-48	Agreement between the Suwannee County School Board Commercial Foods and Culinary Arts, and Dietetic Management and Supervision Programs; and Solaris HealthCare Lake City, Lake City, Florida (*Renewal*) **(pgs. 403-409)**
#2022-49	Clinical Education Agreement between Suwannee County School Board Certified Nursing Assistant Program (Suwannee High School) and NF Suwannee, LLC d/b/a Suwannee Health and Rehabilitation Center, Live Oak, Florida (*Renewal*) **(pgs. 410-416)**
#2022-50	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician, Phlebotomy, Medical Administrative Assistant, and Practical Nurse Education Programs and Southern Medicine Primary & Urgent Care, Inc., Live Oak, Florida (*Renewal*) **(pgs. 417-423)**
#2022-51	Clinical Education Affiliation Agreement between the Suwannee County School Board Pharmacy Technology Program and Advent Christian Village, Inc. (*Renewal*) **(pgs. 424-430)**
#2022-52	Clinical Education Agreement between the Suwannee County School Board, through RIVEROAK Technical College, Surgical Technology Program and Gregory Gaines, M.D. d/b/a Gaines Plastic Surgery, Gainesville, Florida (*Renewal*) **(pgs. 431-437)**
#2022-53	Clinical Education Agreement between the State of Florida, Department of Health, Suwannee County Health Department and Suwannee County School Board for RIVEROAK Technical College Health Care Profession Programs (*Renewal*) **(pgs. 438-444)**
#2022-54	2020-2021 Career Dual Enrollment Articulation Agreement between the Suwannee County School Board and RIVEROAK Technical College (*Renewal*) **(pgs. 445-455)**
#2022-55	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Communication Services, Inc. d/b/a Interpretek (*Renewal/Revised*) **(pgs. 456-484)**

#2022-57 Agreement between the School Board of Seminole County, Florida, on behalf of the East Coast Technical Assistance Center (ECTAC), and the School Board of Suwannee County, Florida, to provide support and technical assistance to Title I and other specified Elementary and Secondary Education Act (ESEA) Programs (*Renewal/Revised*) **(pgs. 485-508)**

#2022-58 PAEC Student Data Services Resolution and Contract for District Participation between the School Board of Washington County, Florida, fiscal agent for the Panhandle Area Educational Consortium (PAEC) and PAEC Student Data Services and the District School Board of Suwannee County, Florida (*Renewal/Revised*) **(pgs. 509-515)**

7. Approval to accept the following donated items:

Site	Item	Donor
SMS (used for sports programs)	Sports Equipment (Value: $10,879.20) **(pg. 516)**	Good Sports Inc. (Braintree, MA)

8. Approval of the following student transfers for the 2020-2021 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Kennedy	Coleman	Suwannee	Hamilton	K
Sawyer	Fleming	Suwannee	Hamilton	PK
Brantley	Kelly	Suwannee	Hamilton	2
Kegan	Kelly	Suwannee	Hamilton	3
Raelynn	Morgan	Suwannee	Hamilton	PK
Stephen Cole	Peyton	Suwannee	Hamilton	9
Tyler	Thomas	Suwannee	Columbia	12
Kinsey	Wynn	Suwannee	Hamilton	PK

9. Expulsions

a. **Case #2021-15**: The Superintendent recommends expulsion of the student through the remainder of the 2020-2021 school year and all of the 2021-2022 school year. (*Final Action*)

b. **Case #2021-16**: The Superintendent recommends expulsion of the student through the remainder of the 2020-2021 school year and all of the 2021-2022 school year. (*Final Action*)

c. **Case #2021-17**: The Superintendent recommends expulsion of the student through the remainder of the 2020-2021 school year and all of the 2021-2022 school year. (*Final Action*)

10. Human Resources Transactions **(pgs. 517-523)**

RECOMMENDATIONS FOR THE 2021-2022 SCHOOL YEAR:

RETIREMENT: INSTRUCTIONAL:

Suwannee Riverside Elementary:
Georgette Allbritton, Teacher, effective June 1, 2021

RESIGNATIONS: INSTRUCTIONAL:

RIVEROAK Technical College:
Lydia Mendoza, Teacher, effective June 7, 2021

Suwannee High School:
Vanessa Menhennett, Teacher, effective June 1, 2021

Suwannee Springcrest Elementary:
Darby Smith, Teacher, effective June 1, 2021

RECOMMENDATIONS: INSTRUCTIONAL:

Branford High School:
Marissa Parks, Teacher, effective August 3, 2021
REPLACES: Vaster Fryar

Suwannee Middle School:
Brandi Hart, Teacher, effective August 3, 2021
REPLACES: Tammy Butts

Holly McMillan, Media Specialist, effective August 3, 2021
REPLACES: Nicole Jackson

Ona Robertson, Teacher, effective August 3, 2021
REPLACES: New Position

Elizabeth Vann, Teacher, effective August 3, 2021
REPLACES: Kevin Lewis

Suwannee Virtual School:
Brooke Cox-Knowles, Guidance Counselor, effective July 26, 2021
REPLACES: Lorri Mercer

TRANSFERS/REASSIGNMENTS:

NAME	FROM: SITE/POSITION	TO: SITE/POSITION	EFFECTIVE
Keri Bean	Suwannee Pineview Elementary Assistant Principal	Suwannee High School Teacher	August 3, 2021
Stephenie Busch	Branford Elementary School Assistant Principal	Suwannee Springcrest Elementary Assistant Principal	July 1, 2021
Keith Cherry	Suwannee Springcrest Elementary Dean	Suwannee High School Dean	August 3, 2021

LEAVE OF ABSENCE (PERSONAL):

Suwannee Middle School:
Patrice Parker, Teacher, effective August 3, 2021 through May 31, 2022

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

Suwannee Middle School:
Angela Hicks, Teacher, effective March 24, 2021 (7.25 hours), and March 30, 2021 (3.50 hours) for a total of 10.75 hours

Suwannee Riverside Elementary:
Rhonda Furry, Teacher, effective October 13, 2020 (3.50 hours), October 19, 2020 (7.25 hours), October 27, 2021 (7.25 hours), December 1, 2020 (7.25 hours), February 3, 2021 (7.25 hours) and April 9, 2021 (7.25 hours) for a total of 39.75 hours

SUPPLEMENTARY:

Employee Name	Position	Location
Matthew Yancey	Varsity Football Offense/Defense Coordinator	Branford High School

RETIREMENT: NON-INSTRUCTIONAL/SCHOOL RELATED:

Suwannee Pineview Elementary:
Dora Townsend, Paraprofessional, effective July 1, 2021

RESIGNATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford Elementary School:
Lisa Young, Food Service, effective May 28, 2021

Branford High School:
Daphine Harden, Paraprofessional, effective May 28, 2021

Student Services:
Imelda Saldana, Paraprofessional, effective June 16, 2021

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:
Finance:
Teresa Jones, Employee Benefits Specialist I, effective July 1, 2021
REPLACES: New Position

Lorie Norris, Operator, Risk Management, effective July 1, 2021
REPLACES: New Position

Suwannee High School:
Michael Dunmore, Security Guard, effective July 1, 2021
REPLACES: Karen Braun

Elwood Perry, Food Service Monitor, Part Time Hourly, effective May 14, 2021
REPLACES: Lucille Turner

Nelson Perry, Food Service Monitor, Part Time Hourly, effective May 14, 2021
REPLACES: Becky Reaves

Phyllis Postell, Food Service Monitor, Part Time Hourly, effective August 10, 2021
REPLACES: Michael Dunmore

Kimberly Wilkison, Custodian, effective May 3, 2021
REPLACES: Victoria Saunders

Suwannee Middle School:
Rebecca Gaddy, Nurse, effective August 3, 2021
REPLACES: Goldie Fralick

Suwannee Pineview Elementary:
Loretta Polite, Custodian, effective May 28, 2021
REPLACES: Stephanie Pinkard

Transportation:
Sharna Blanco, Bus Driver, effective August 10, 2021
REPLACES: Edna Bryant

Dana Powers, Bus Driver, effective August 10, 2021
REPLACES: Luis Pizzaro

Ashley Wildman, Bus Driver, effective August 10, 2021
REPLACES: Kathy Laschanzky

TRANSFERS/REASSIGNMENTS:

NAME	FROM: SITE/POSITION	TO: SITE/POSITION	EFFECTIVE
LaDonna Holmes	RIVEROAK Technical College Paraprofessional	Suwannee Springcrest Elem. Pre-K Paraprofessional/ Lead CDA	August 3, 2021
Marissa Lane	RIVEROAK Technical College Paraprofessional	Suwannee Springcrest Elem. Pre-K Paraprofessional/ Lead CDA	August 3, 2021
Patricia Williams	Suwannee High School Attendance Clerk	Suwannee High School Media Clerk	August 3, 2021

LEAVE OF ABSENCE (PERSONAL):

Facilities:
Levi McCall, Groundsman, effective May 14, 2021 through October 29, 2021

LEAVE OF ABSENCE (MEDICAL):

Branford Elementary School:
Alysia Causey, Custodian, effective June 14, 2021 through July 22, 2021
With the option to return sooner if released by her doctor

PART-TIME/HOURLY EMPLOYEES:
Approval for the following employees for the first term 2020-2021

RIVEROAK TECHNICAL COLLEGE PART-TIME/HOURLY EMPLOYEES:
July 1, 2021-December 31, 2021:

ADULT EDUCATION

Jennifer Floyd	GED Test Proctor/TABE Test Examiner
Cynthia Frye	ABE/GED Prep
Angela Hester	ABE/GED Prep
Mary Kinard	ABE/GED Prep

Jeffrey Lee	Test Administrator/Transition Specialist/Chief GED Test Examiner
Danielle Ovando	ESOL/ABE/GED Prep
Kathy Smith	ABE/GED Prep
Abbey Warren	ABE/GED Prep

CAREER AND TECHNICAL EDUCATION

Lindsey Bricker	IV Therapy
Ashley Cato-Conner	Practical Nursing/Patient Care Technician Clinical Instructor/I.V. Therapy
Tammy Cunningham	Surgical Technology Clinical Instructor
Kelly Grimes	Practical Nursing/Patient Care Technician Clinical Instructor
Ramona Land	Practical Nursing/Patient Care Technician Clinical Instructor/I.V. Therapy
Kevin Mercer	Welding
Susan Morgan	Patient Care Technician/Practical Nursing/I.V. Therapy/Nursing Assistant/Phlebotomy
Shari Senea	Phlebotomy
Tommy Taylor	Welding
Greta Thornton	Nail Technician
Susie Tyson	Nursing Assistant
Hildelita Warren	Practical Nursing/Patient Care Technician Clinical Instructor/I.V. Therapy
Suzanne Wilson	LPN Instructor

COMMUNITY EDUCATION (Pending class enrollment)

Derwin Bass	Basic Car, Home and/or Shop Maintenance
Donna Bass	Community Education Coordinator
Virginia Crews	CPR
Julie Dees	Culinary, Cake Decorating
Stasia Dupree	Essential Oils
Belinda Fries	Computer Technology / Computer Safety
Vanessa Grantham	Crochet/ Stained Glass
Logan Hart	Photography
Melissa Hottenstein	Sign Language
Sherry Laks	Arts, Crafts, and Card Making
Kevin Mercer	Welding Art
Wayne Musgrove	Gun Safety/Concealed Weapons
Robinette Odom	Wreath Making
Wendy Perrin	Vinyls/Crafts
Natasha Pittman	Computer Applications
Melinda Polbos	Culinary
William Ragan	Auto Painting
Becky Raymond	Basic Computers
John Sinclair	Culinary
Debbie Scott	Cake Decorating
Tommy Taylor	Welding Art
Roger LaDon Terry	Floral
Dana Tidwell	Community Education Assistant

VOLUNTEERS:

William Crews
Kathy Ezell
William Hedstrom
Jessica Hosier
Monica Lorenz
Susan McGarity
Michel McLeod
Travis Nixon
Nancy Pitts
Renata Smith
Kenmisha Thomas
Norhayn Weisner
Cassondra Young

End of List
2020-2021
School Year

SUMMER TERM 2020-2021:

RECOMMENDATIONS: INSTRUCTIONAL:

OUT-OF-FIELD:
Approval for the following to teach out-of-field for the 2020-2021 summer school term:

SCHOOL	NAME	OUT OF FIELD SUBJECT
Branford High School	Denise Stewart	M/J Language Arts, Social Science, English
Suwannee High School	Angela Hester	English
Suwannee High School	Mary Kinard	Secondary Math
Suwannee High School	Becky Skipper	Secondary Math

RECOMMENDATION: NON-INSTRUCTIONAL/SCHOOL RELATED:

Approval for Marissa Lane to work up to 12 additional hours for Pre-K registration/enrollment from July 26, 2021 through July 29, 2021

End of Summer Term List
2020-2021
School Year

RECOMMENDATIONS FOR THE 2021-2022 SCHOOL YEAR:

RECOMMENDATIONS: INSTRUCTIONAL:

CONTRACT RECOMMENDATIONS:

Branford High School:	
Eleanor Coker	10
Erin Roberts	10
*Tommy Taylor	10
Suwannee Opportunity School:	
Brandy Allen	10
Suwannee Springcrest Elementary	
Jessica Anderson	10

**Non-Certificated*

End of List
2021-2022
School Year

REGULAR AGENDA

1. MOTION by Mr. Taylor, second by Mr. daSilva, for approval of the following contracts/agreements for the 2021-2022 school year: (NEW) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2022-11	Contract for Services Agreement between Allied Instructional Services, LLC and Suwannee County School District (*New*) **(pgs. 524-531)**
#2022-56	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County and Tracy Henderson to provide educational consulting services (*New*) **(pgs. 532-544)**

MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. daSilva, second by Mr. Crawford, for approval to continue expenditures until approval of the final budget for the 2021-2022 fiscal year. MOTION CARRIED UNANIMOUSLY

3. MOTION by Mr. Taylor, second by Mr. daSilva, for approval of the following change to be made to the purchasing card issued through First Federal Bank of Florida:

   a. Issue a new card for Ronnie Gray, Director of School Safety and Other Administrative Services, in the amount of $5,000

MOTION CARRIED UNANIMOUSLY

4. MOTION by Mr. daSilva, second by Mr. Crawford, for approval of the following personnel items for the 2021-2022 school year:

   a. Add Project Specialist position (12-month), effective July 1, 2021
   b. Job Description #190 – Project Specialist (*New*) **(pgs. 545-547)**
   c. Revise *Salary Schedule Confidential Employees 2021-2022 Secretarial and Other Personnel* to reflect compensation for the Project Specialist position on Line 1E, effective July 1, 2021 **(pg. 548)**

   Mr. Alcorn noted, on Page 545, Job Description #190, Item (32), "tolls" should be "tools".

   MOTION CARRIED UNANIMOUSLY

5. Legal Counsel's Report – No legal matters to report.

6. Superintendent's Report

   Mr. Roush reported on the following:

   - Mrs. Lager emailed the principals recently regarding graduation dates for May 2022, which she will forward to the Board Members for their information.
   - Looking forward to a complete report from DOE on student assessment scores, which we hope to share the detailed information at the August 24, 2021, Board Workshop. Third grade reading scores dropped about four percent around the state; however, as a District, we dropped three percent.
   - At the recent FSBA/FADSS Conference, a break out session was held with Superintendents regarding Senate appropriations. One priority of the 2022 election year will be to put in legislative language regarding public meetings, which means we may be looking at statutory changes in how the public participates. We will need to look at our process on how we deal with citizen input regarding the proposed legislative changes where input is limited to items on the meeting agenda only. Mr. Dietzen commented that there is a consensus within our state that Board members should not respond to the comments made under Citizen Input (no discussion or debate on those comments).

7. Issues and concerns Board members may wish to discuss

- Mr. Taylor stated that FSBIT has secured our cyber insurance. He expressed concern with Gordon/Futch Tractor infringing on School Board property with their equipment; feels it could potentially be a liability issue for the District and that a fence needs to be installed down the property line. Consensus of the Board was to proceed with having a conversation with the owner to have them remove the equipment off the District's property and to look into installation of a fence down the property line.
- Mr. Alcorn stated it is time to nominate Value Adjustment Board (VAB) members. Board consensus was to keep Mr. Alcorn and Mr. Crawford, along with our citizen appointed members, on the VAB for the upcoming fiscal year. The item would be voted on at a future meeting.

Miscellaneous

Mr. Dietzen reminded Board members that there would be a private expulsion issues hearing on July 13, 2021, to discuss the Exceptions that were presented on an expulsion case.

The meeting adjourned at 7:02 p.m.

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and **Joyce M. Warren** ("Individual"), (hereinafter "Contractor.").

WITNESSED:

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

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

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

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

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

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

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

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

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

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

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

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

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

2. REPRESENTATIVES AND WARRANTIES

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

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

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

C. Contractor shall perform the services required hereunder in accordance with:
(i) all applicable federal, state, and local laws, rules, and regulations;

(ii) all applicable policies of: SCSB;

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

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

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

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

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an

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

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on July 1, 2021 and ending June 30, 2022, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

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

6. BILLING

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

7. CONFIDENTIALITY

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

or required by law or this Agreement. In addition, Contractor shall:

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

8. CRIMINAL BACKGROUND CHECKS

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

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

9. AUDITS, RECORDS, AND RECORDS RETENTION

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

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

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

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

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

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

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

10. INDEMNIFICATION

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

11. DEBARMENT & SUSPENSION

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

12. TERMINATION

A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.
B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by

written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:

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

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

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

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

13. ARBITRATION

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

14. ENTIRE AGREEMENT; MODIFICATION

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

15. GOVERNING LAW

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

16. COUNTERPARTS

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

17. NOTICES

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

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

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

Contractor: Joyce M. Warren
P. O. Box 102
Live Oak, FL 32064

18. WAIVER

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

19. CAPTIONS

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

20. ASSIGNMENT; BINDING EFFECT.

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

21. RELEASE OF STUDENT RECORDS

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

22. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes 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 render impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2020-2021 academic year.

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 _____, 2021.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Tim Alcorn, Chairman Date

_____ _____
Ted L. Roush, Superintendent of Schools Date

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

CONTRACTOR

_____ _____
Witness Signature Joyce M. Warren

_____ _____
Type or Print Name of Witness Date

Date _____

EXHIBIT A

Scope of Work

Priority Parent Involvement Tasks

- Participate in the development of the District Parent Involvement Plan and also Parent Involvement Plans in each school
- Participate in the Early Childhood Education Program
- Provide effective resources to our parents
- Provide coordination between homeless and migrant parents as needed
- Coordinate and assist the Information Technology department in the development of the parent involvement website
- Coordination with guidance counselors as needed
- Provide professional development on parent communication as needed

Responsibilities

- Participate in planning and developing programs and services to students and families
- Prepare and maintain records and referrals
- Interpret educational policies, programs, and procedures related to early childhood education and parent involvement
- Assist in early identification of students' school-related problems
- Communicate with the family about available services and how to access them
- Use technology to improve communications with schools, parents, and community agencies
- Collaborate with parents and other staff in the implementation of programs and services for students such as Parent Partnership Project
- Inform faculty and staff how services of parent liaison may be used in planning and evaluating programs for students, procedures for referrals, or assistance at the request of administration
- Serve on committees and councils as assigned or appropriate
- Perform other tasks consistent with the goals and objectives of this position

CONTRACTOR FEDERAL IDENTIFICATION NUMBER:
INDIVIDUAL SOCIAL SECURITY NUMBER: **46-3190551**

IRS Form W-9 on file.

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

Federal Programs

EXHIBIT B

FEE SCHEDULE

The independent contractor will be paid upon receipt of invoices by the District as tasks and responsibilities in Exhibit A are fulfilled. Hourly rate is $38.00; total contract amount shall be up to $42,000.

EXHIBIT C

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

North East Florida Educational Consortium
2021-2022 Membership

This signature page is incorporated into and subject to all terms and conditions of the master contractual agreement between the District School Board of Suwannee County and the District School Board of Putnam County on behalf of the North East Florida Educational Consortium.

Suwannee County District Schools is participating in the following programs for 2021-2022:

Program:	Fee:
NEFEC Membership: Resolution Main Contract #731-22-051	$18,056.75
Instructional Services Program (ISP) - #22-051-A1	$28,991.50
Enterprise Resource Software- #22-051-A6	Education Technology Serv. Fee = $77,806.00 SY2020-21 Lease Purchase = $16,632.00 Skyward Annual License Fee = $17,015.00
Building Code Inspection - #22-051-A27	$26,490.12
Human Resources Management Network - #22-051-A43	$5,085.42

APPROVED AND RECOMMENDED FOR SIGNING

District School Board of Suwannee County

by Ted Roush, Superintendent

Dated:

by Tim Alcorn, Board Chair

Dated:

District School Board of Putnam County

Rick Surrency

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

Dated: 6-1-21

Holly H Pickens

by Holly Pickens, Chairperson

Dated: 6-1-21

North East Florida Educational Consortium

Patrick J Wyck

by Dr. Patrick J. Wyck, Executive Director

"Approved as to Form and Sufficiency Dated: 6-1-21

BY

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

RESOLUTION

A RESOLUTION OF THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA, ADOPTING A PLAN FOR COOPERATING WITH SCHOOL BOARDS OF OTHER DISTRICTS IN THIS STATE AND ESTABLISHING A PROCEDURE AND CONDITIONS FOR SUCH OPERATION OF AN EDUCATIONAL CONSORTIUM, AND CONTRACT FOR THE PURCHASE OF CERTAIN MATERIALS, SUPPLIES, EQUIPMENT, AND SERVICES TO BE USED OR PERFORMED IN RESPECTIVE SCHOOL SYSTEMS.

WHEREAS, the District School Board of Suwannee County, Florida, hereafter referred to as the **Board**, has the power and the duty among other responsibilities to cooperate with other agencies in joint projects, programs and services through participation in an Educational Consortium, when it is in the best interest of the educational system and the taxpayers of Suwannee County and for the best interest of the educational system and the school children in meeting the school districts needs, and

WHEREAS, it is necessary to adopt plans for cooperating with school boards of other districts in this State, and in order to initiate this cooperation and these plans it is necessary that the Consortium be initiated by resolutions spread upon the minutes of each school board concerned, and

WHEREAS, the school boards of Baker, Bradford, Columbia, Dixie, Flagler, Gilchrist, Hamilton, Lafayette, Levy, Nassau, Putnam, Suwannee and Union Counties, P.K. Yonge Developmental Research School, and the Florida School for the Deaf and the Blind, plus any other who adopts a like resolution, have expressed a desire to enter into a collaboration of separate public entities (which is not a partnership, and in which none of the collaborating institutions may incur debt on behalf of any of the others or bind any of the others in contract, and which collaboration is a consortium called the North East Florida Educational Consortium "NEFEC") through which the participating counties may jointly perform, bid, contract for, and purchase certain materials, supplies, equipment, and services to be used in respective school systems and operate programs as authorized and permitted by law and State Board of Education Rules including, but not limited to, those listed in Section I of this resolution. The Superintendents of each of the collaborating school boards shall serve as a member of the Board of Directors of NEFEC.

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA, IN A REGULAR SESSION ON July 27, **2021, AT THE SUWANNEE COUNTY SCHOOL ADMINISTRATION BUILDING,** Live Oak **, FLORIDA, AS FOLLOWS:**

SECTION 1. That the District School Board of Suwannee County, Florida, ("Board") does hereby determine that it is in the best interest of the taxpayers and students of Suwannee County to cooperate with other counties in the operation of an educational consortium, known as the North East Florida Educational Consortium (NEFEC) which shall include, but not be limited to bidding, contracting, and purchasing arrangements pursuant to a plan to implement the following services and/or programs:

(a) Grants (federal, state, and private): *pursuant to eligibility*

- FDLRS (Florida Diagnostic and Learning Resources System): *no cost / grant funded*
- Education Innovation and Research/Rural Connect: *no cost / grant funded*
- FDLRS Statewide Administration Project: *no cost / grant funded*
- Institute for Small and Rural Districts: *no cost / grant funded*
- Title IV Part A: *no cost / grant funded*

(b) Instructional Services Program: *contracted services*

- Opportunity to participate in any grant written in FY 21-22: *pursuant to eligibility requirements.*
- Professional Development Catalogue (Master Inservice Plan), including endorsement and add-on certification.
- Leadership Plan Development
- Professional Development Certification Program
- Textbook adoption for core areas
- Grant writing support
- NOELs initiatives
- Technical and implementation assistance for legislative mandates
- Title Director Networking
- Career and Technical Education Networking and Support
- College and Career Acceleration Support
- Principal Leadership Academy: *per participant fee*
- Aspiring Leaders Program: *per participant fee*

- Master Scheduling Training: *per participant fee*
- Regional PLCs for Principals
- Florida B.E.S.T. Standards professional development
- General Knowledge Test Review professional development
- Literacy professional development
- Clinical Educator and Mentor professional development
- BODLDP (Board of Directors Leadership Development Program)
- NEFEC Connect Professional Development

(c) E-Learning (professional development courses): *per participant fee – discounted rate*

(d) Student Testing: *contracted services*

(e) Risk Management: *contracted services*

(f) Policy Development, Revision, and Update Service: *no cost/supported via NEFEC (approx. value of $5K per district for revision and annual update)*

(g) Printing Services: *discounted printing services*

(h) Educational Technology Services: *contracted services* (student information, human resources, finance)

(i) Human Resources Management Network: *partially supported by NEFEC/ contracted services*

(j) Public Relations/Web Services: *no cost / supported via NEFEC*

(k) Legislative Network Services: *partially supported by NEFEC funding/membership fee*

(l) Building Code Program: *contracted services*

(m) Information Technology: *contracted services*

(n) Virtual Instruction Program: *contracted services*

(o) Any other services or programs deemed necessary by the Board of Directors of the Consortium

Each school district shall have the option of participating in any or all of the above services and/or programs through individual contracts unless otherwise specified in this Resolution.

SECTION 2. That the Board agrees to accept the procedures adopted by the participating boards and agrees to be bound by any contracts and bids once they have been let or executed.

SECTION 3. That Board does hereby agree that the Educational Consortium shall be managed by an Executive Director and all policies will be set by the NEFEC Board of Directors, composed of the Superintendents (or equivalent position) of the participating school districts. All

personnel employed by the District School Board of Putnam County (the host school district or district of record), on behalf of NEFEC, will be governed by the host school district school board's policies.

SECTION 4. NEFEC's business office and physical operation will be located in Putnam County, Florida.

SECTION 5. That the NEFEC Board of Directors shall determine the needed services, products and/or programs; establish the charge for services rendered by NEFEC to the Cooperating Boards or other School Boards availing themselves of the services offered by the NEFEC; set policies; recommend the establishment of positions and individuals for appointment to the district of record; and establish a uniform method for participating school districts to evaluate services and/or programs provided.

SECTION 6. That all procedures, contracts and bidding shall comply with all applicable State Laws, State Board of Education Rules, and policies of the District School Board wherein the business office of NEFEC is located.

SECTION 7. That the member school district shall pay a base assessment of $2,725.00 plus $1.85 per unweighted FTE, based on 2020-2021 FEFP Second Calculation FTE enrollment figures, for the general operation of NEFEC, $940.80 for Indirect Cost fees to be rebated to Putnam County District Schools, serving as Fiscal Agent, and a base assessment of $3,500.00 for participation in the NEFEC Legislative Network Services Program.

SECTION 8. This resolution and the agreement set forth herein shall be in full force and effect for the 2021-2022 fiscal year, at which time this agreement shall become null and void, unless affirmative action by appropriate resolution is taken by each and all the school boards participating in the Educational Consortium.

SECTION 9. That this agreement between the cooperating school boards of the NEFEC, as set forth in this resolution, will be in operation and effective from July 1, 2021, by action of the various school boards named herein, and upon adoption by the Cooperating Boards joined together in NEFEC shall be binding from said date of July 1, 2021.

SECTION 10. The official name of the educational consortium is North East Florida Educational Consortium ("NEFEC") and has been in existence since July 1, 1976.

CONTRACTUAL AGREEMENT

731-22-051

The District School Board of Suwannee County

AND

The District School Board of Putnam County on behalf of the

North East Florida Educational Consortium

THIS CONTRACT between the District School Board of Suwannee County, herein referred to as the **BOARD**, and the District School Board of Putnam County on behalf of the North East Florida Educational Consortium, herein referred to as **NEFEC**, is for the purpose of providing services and/or products that may not be otherwise available to the Board or provided with greater efficiency at less cost. Such services and/or products are more specifically described in subsequent contract attachments which, upon approval, become a part of this contract.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter stated, the above described parties covenant and agree as follows:

1. The above stated recital is true and correct and is incorporated herein by reference as a Contract term.
2. This contract shall begin on July 1, 2021. All work shall be completed by June 30, 2022, unless otherwise indicated in specific attachments.
3. No payment will be invoiced or paid for any work performed after June 30, 2022, unless otherwise indicated in specific attachments.
4. NEFEC shall be in compliance with the following:
   (a) Title 42 United States Code Section 2000d (Section 601, Title VI, Civil Rights Act of 1964, as amended). NEFEC shall be in compliance with Sections 1011.62 and 1012.98 as amended by Florida Statutes and State Board Rules where applicable.
   (b) Title 29 United States Code Section 794 (Section 504, Rehabilitation Act of 1973, as amended).
   (c) Title 20 United States Code Section 1681 (Section 901, Title IX, Pub. L. 92-318, prohibiting discrimination on the basis of sex) unless NEFEC has been declared exempt or deferred from these provisions.

   Performance by the Board of any of its obligations under this contract shall

be subject to NEFEC's compliance with such provisions.

5. The performance by the Board of any of its obligations under this contract shall be subject to and contingent upon the availability of monies lawfully applicable for such purposes. If the Board deems, at any time during the term of the contract, that monies lawfully applicable to any attachment to this contract shall not be available for the remainder of the term, the Board shall immediately so notify NEFEC by phone, fax or e-mail to be followed in writing no less than five (5) days after the determination, whereupon the obligations of the parties herein shall end upon the giving of such notice, and such attachments of this contract shall be considered as canceled by mutual consent as provided in Paragraph 6.

6. Upon Contract cancellation, only the costs actually accrued to the date of cancellation will be due and payable and all work completed and paid for prior to the effective date of the cancellation of the contract will become the property of the Board and will be turned over promptly by NEFEC. Any services(s) and/or product(s) reflected in the attachments to this contract may, in addition to the reason provided in paragraph 5, above, be canceled only by:

   (a) mutual consent of both parties, or

   (b) either party upon giving ninety (90) days written notice to the other, unless otherwise indicated in specific attachments.

7. Should NEFEC be unable to deliver as required in this contract, NEFEC may propose a contract amendment. There is no obligation on the part of the Board to concur in such a proposal or to accept late delivery of any product except and unless the failure to deliver is due to an "act of God" or "force majeure". An "act of God" or "force majeure" is defined as An "act of God" or "force majeure" is defined for purposes of this contract as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, insurrections and any other cause not reasonably within the control of NEFEC and which by the exercise of due diligence NEFEC is unable, wholly or in part, to prevent or overcome. Unless this contract is properly amended, in the event of non-delivery, all liability for payments for the product(s) by the Board shall expire on the day following the specified due date.

8. This contract may be changed or modified only by an amendment executed in the same manner as the original.

9. This is a flat fee contract. No amounts will be due, nor will there be any Board obligation, except for payments specified to be made, and then only if products are delivered on or before the date(s) specified or as may be amended pursuant to other provisions in this contract.

10. NEFEC shall provide to the Board written progress reports for each attachment to the contract as may be reasonably requested. Invoices shall be prepared for the amount due as specified in each attachment to the contract and delivered to the district administrator with appropriate reports and/or products. The district administrator will review each report and/or product and confirm to the finance officer over his/her signature on the invoice accompanying such progress and/or final reports that all obligations of NEFEC have been met pursuant to the contract and that payment should be made according to such invoices.

11. The Board agrees as follows:

    (a) To cooperate in all matters requiring concurrences or approval.

    (b) To designate in writing to NEFEC a district administrator to act for the Board in all matters pertaining to this contract up to and including all reports, drafts, products and invoices.

    (c) To pay to NEFEC the amount indicated in each attachment for the product(s) and/or services(s) reflected therein. All payments are due in forty (40) days from the date on the invoice, in accordance to 215.422, Florida Statue. If payment is not made within ninety (90) days service(s) will be discontinued, unless brought to the NEFEC Board's attention for further action.

12. NEFEC agrees to provide the products(s) and/or services(s) as per each attachment to this contract.

13. Each Attachment to this Contract is incorporated by reference herein. Any additional Attachments, executed after the effective date of this Contract, shall be incorporated into this Contract. Said Attachments shall have a signature page and appropriate reference to this Contract.

14. If a conflict arises between the terms of any Attachment and this Contract, the terms of the Attachment shall control.

15. In cases whereby NEFEC receives federal grant dollars and disburses those funds to districts through cash advances and cost reimbursements, the following rules and regulations apply: Subject to the receipt of these funds from the Florida Department of Education and/or the United States Department of Education, NEFEC agrees to compensate the Board, on a cost-reimbursable or cash advance basis. This decision is based upon the specific language in the federal project awarded to NEFEC.

16. This contract is subject to the Laws of the State of Florida, in particular, the below listed provisions found in Sections 287.058, 287.0582, and 215.422, Florida Statutes:

287.058

(1)

a. All bills for fees or other compensation for services must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

b. All bills for any travel expenses must be submitted in accordance with Section 112.061, Florida Statutes.

c. This contract may be unilaterally canceled by either party hereto if the other party refuses to allow public access to all documents, papers, letters, or other material subject to the provision of chapter 119, Florida Statutes, and made or received by such party in conjunction with this contract.

(2) An authorized representative of the agency head and NEFEC, prior to the rendering of any contractual service, shall sign the written contract.

287.0582 - The State of Florida's performance obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

215.422 - Agencies have five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order or contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the date the invoice is received or the goods or services are received, inspected and approved, whichever is later, a separate interest penalty set by the Comptroller pursuant to Section 55.03, Florida Statutes will be due and payable in addition to the invoice amount. Payments to health care providers for hospitals, medical or other health care services shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Invoices returned

to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

17. The parties recognize and agree NEFEC is a public entity and is therefore subject to the limitations of liability under the provisions of Sovereign Immunity. All provisions in this contract and any of its attachments or amendments shall be subject to the State of Florida law pertaining to Sovereign Immunity notwithstanding anything to the contrary contained in such documents.

18. LIMITATION OF LIABILITY, WARRANTY, APPLICABLE LAW:

NEFEC shall not be liable to the Board or any third party for any incidental, indirect, exemplary, special or consequential damages, under any circumstances, including, but not limited to, lost revenue or savings, loss of goodwill, or the loss of use of any data, even if NEFEC had been advised of, knew, or should have known, of the possibility thereof. Under no circumstances shall NEFEC's aggregate cumulative liability hereunder, whether in contract, tort, or otherwise, exceed the total amount of fees actually paid by the Board under this annual agreement. The Board acknowledges that the fees paid reflect the allocation of risk set forth in this agreement and that NEFEC would not enter into this agreement without these limitations on its liability.

All software and services are provided "as is" without any warranty whatsoever, including but not limited to any functionality. The Board recognizes that the "as is" clause of this agreement is an important part of the basis of this agreement, without which NEFEC would not have agreed to enter this agreement. Consortium disclaims all warranties, express, implied, or statutory, regarding the software and services, including any warranties of merchantability, fitness for a particular purpose, title, and non-infringement. No representation or other affirmation of fact regarding software and services shall be deemed a warranty for any purpose or give rise to any liability whatsoever. The Board acknowledges that they have relied on no warranties or statements other than as may be set forth herein. It is understood that this agreement includes a release of all known and unknown claims. To the extent permitted by law, NEFEC warrants that any works provided under the agreement do not violate the copyright rights of any third parties and assumes liability for any claims relating to copyright infringement.

This Agreement and any dispute arising hereunder shall be construed in accordance with the laws of the State of Florida without regard to principles of conflict of laws. For the purpose of this Agreement, the Board consents to the personal jurisdiction and venue of the state courts located in Palatka, Putnam County, Florida. If any provision of this Agreement is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof, and the unenforceable provision shall be automatically amended to so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Any waiver of a provision of this Agreement must be in writing and signed by the party to be charged. A valid waiver hereunder shall not be interpreted to be a waiver of that obligation in the future or any other obligation under this Agreement. Subject to the terms of valid attachments, this Agreement constitutes the entire agreement between the parties related to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties relating to the software and services and shall not be changed except by written agreement signed by an officer of NEFEC.

19. LEGAL RELATIONSHIPS

NEFEC is a regional consortium service organization formed in 1976 with all of the duties and responsibilities as outlined in F.S. 1001.451. The Putnam County School Board is the legal entity designated to act as the parent state agency for NEFEC with the power to enter into contracts for the use and benefit of all Consortium members and participating school boards.

The Board has elected to contract with NEFEC as its agent for the procurement of various services and /or products more specifically described in subsequent contract attachments, which, upon approval become a part of this contract. If any contract entered into by the Putnam County School Board on behalf of NEFEC for the use and benefit of a participating School Board needs to be enforced the parties agree that each member School Board will hire its own counsel and bear its own costs and fees in enforcing the terms of the contract unless a different agreement is reached between the parties.

ATTACHMENT #22-051-A1 TO CONTRACT # 731-22-051 BETWEEN THE SUWANNEE COUNTY DISTRICT SCHOOL BOARD, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM HEREIN REFERRED TO AS NEFEC, TO PROVIDE INSTRUCTIONAL SERVICES PROGRAMS JULY 1, 2021, TO JUNE 30, 2022:

I. OBLIGATIONS OF NEFEC:

The NEFEC Instructional Services Program agrees to provide the Suwannee County District School Board the following services:

A. To coordinate the NEFEC Organization of Educational Leaders (NOEL) meetings. The meetings will provide district level instructional staff with opportunities for networking, sharing effective practices and Florida Department of Education updates.
B. To coordinate networking meetings for district title directors, district data representatives, and other groups as needed.
C. To provide regional technical assistance in the implementation of legislative mandates and Florida Department of Education initiatives such as accountability requirements, district reading requirements, safety and mental health, mandates, required instruction reporting, and the Every Student Succeeds Act (ESSA).
D. To provide facilitation and coordination of the development of plans required by Florida Statute and/or the Florida Department of Education. This includes the professional learning catalogue, professional development certification plan, endorsement plans, and leadership development plans.
E. To provide regional grant writing and district grant support through template development. Grant writing will include state, federal, and foundation proposals.
F. To pursue legislative funding and Florida DOE funding as directed by the NOELs and/or NEFEC Board of Directors.
G. To provide access to online educational resources through the NEFEC website, including data visualizations and the professional learning registration system.
H. To facilitate the implementation of a regional professional development certification program.
I. To facilitate college and career networking, including coordination of two counselor forums and support for the Comprehensive Local Needs Assessment.
J. To coordinate the textbook adoption process for core subject areas. Coordination includes an evaluation process, the coordination of vendors, compilation of data and distribution of data summaries.
K. To provide regional clinical educator and mentor training.
L. To provide online and regional face to face professional learning. This includes standards training, PLCs for school administrators, writing training, and other topics as requested by NOELs.
M. To provide access to professional learning through established partnerships.
N. To facilitate and support the NEFEC Board of Directors Leadership Development Project (BODLDP).

II. OBLIGATIONS OF THE BOARD:

The Suwannee County District School Board agrees:

A. To cooperate expeditiously in all matters requiring concurrence or approval in order that NEFEC will not be unduly delayed in performing contractual obligations.
B. The Board designates Asst. Supt. Inst., a staff member of the Suwannee County District School Board, to act on behalf of the Board in all matters in connection with this Contract Attachment and approve all reports, drafts, and invoices.
C. To participate in the NEFEC Organization of Educational Leaders (NOEL).
D. To serve in an advisory capacity to NEFEC's Instructional Services Department.
E. To assist in planning and evaluating Instructional Services Program functions.
F. To pay to NEFEC $28,991.50 which represents a base fee of $2,500, plus $4.50 per FTE, FTE figures based on 2020-21 FEFP Second Calculation. Payments will be due on a semester basis. One-half of the total amount will be invoiced following the signing of this Contract; the remaining amount will be invoiced in January 2022.

ATTACHMENT #22-051-A6 TO CONTRACT #731-22-051 BETWEEN THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE LESSEE, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY, ON BEHALF OF NEFEC, HEREIN REFERRED TO AS THE LESSOR, FOR THE LEASE-PURCHASE OF ENTERPRISE RESOURCE SOFTWARE PURSUANT TO F.S.1011.71 (2) (d).

This ENTERPRISE RESOURCE SOFTWARE LEASE-PURCHASE AGREEMENT is entered into, by and between the Lessor and the Lessee, to lease its Enterprise Resource Software Product(s) set forth in Section IX of this contract attachment. Effective July 1, 2021, upon the terms and conditions hereinafter set forth, for the consideration stated herein.

I. TERMS AND CONDITIONS

Lessor leases to Lessee and Lessee hereby hires and takes from Lessor the personal property consisting of certain proprietary computer software as set forth in Section IX of this contract attachment which shall include all replacement parts, additions, upgrades and maintenance (hereinafter referred to as the "Software").

II. LIMITED WARRANTY

Lessor makes no warranties (express, implied or statutory) with respect to the Software and the accompanying written materials including, but not limited to, any implied warranties or merchantability or fitness for a particular purpose. In no event will Lessor be liable to Lessee for any direct or indirect damages including loss of profits, lost savings, loss of data, or other special incidental or consequential damages arising out of Lessee's use of or inability to use the Software. In no event, will Lessor's liability exceed the amount of the lease payments charged.

III. TERM

The original term of this Lease-Purchase shall commence on July 1, 2017 and shall terminate June 30, 2022.

IV. NON-APPROPRIATION

In the event the Lessee is not granted funds in future fiscal years for the Software subject to the Agreement or for Software which is functionally similar to the Software and operating funds are not otherwise available to the Lessee to pay the Lease due under the Agreement, and there is no other legal procedure of available funds by or with which payments can be made to the Lessor, and the appropriation did not result from an act or omission by the Lessee, the Lessee shall have the right to terminate the Agreement on the last day of the fiscal period for which appropriation were received. At least thirty (30) days prior to the end of the Lessee's fiscal year, the Lessee's legal counsel shall certify in writing that (a) funds have not been appropriated for the next fiscal year; (b) such non-appropriation did not result from any act or failure to act by the Lessee; and (c) the Lessee has exhausted all funds legally available for payment of the Lease.

V. INDEMNITY

Lessee shall indemnify and hold Lessor harmless of and from any and all claims, losses, liabilities (including negligence, tort and strict liability), damages, judgments, suits or legal proceedings, including court costs, expenses and reasonable attorney's fees, related to the use of the Software, provided however that Lessor shall indemnify and hold Lessee harmless to

the same degree expressed herein from any claim that Lessee's use of the software violates the intellectual property rights of another.

VI. TITLE

All of the Software shall remain personal property and the title thereto shall remain with the Lessor for the term of this Lease-Purchase agreement. Lessee shall keep the Software free from any and all judgments, liens and encumbrances. Lessee shall give Lessor immediate notice of the attachment or other judicial process, lien or encumbrance affecting the Software and shall indemnify and save Lessor harmless of and from any loss or damage caused thereby. At the conclusion of this agreement Lessor agrees to grant title of Skyward Enterprise Resource Software to Lessee.

VII. EARLY TERMINATION

In the event Lessee desires to terminate this agreement prior to June 30, 2022, for any reason other than non-appropriation as defined in Section IV of the agreement, Lessee must give notice of one fiscal year to Lessor of their intentions to terminate. Lessee will be responsible for all remaining financial obligations as illustrated in Exhibit A.

VIII. CONFIDENTIALITY

To the extent allowed by Florida law, during the course of this Agreement, either party may have or may be provided access to the other's proprietary items or confidential information ("Confidential Information"). Each party agrees to maintain the confidentiality of the other's Confidential Information in accordance with this provision and any separate nondisclosure agreement that expressly references the disclosure(s) between Lessor and Lessee. At a minimum, each party agrees that it shall not make the other's Confidential Information available to any third party without the written consent of the other and that title and ownership of the Confidential Information provided by one party to the other shall remain the exclusive property of that party who has the right to possess the Confidential Information.

IX. OBLIGATIONS OF THE LESSOR

The Lessor hereby agrees:

A. To procure, install, test and implement the Skyward fully integrated Finance, Human Resource and Payroll enterprise resource software system.
B. To provide hosting capabilities that support the Skyward fully integrated Finance, Human Resource and Payroll software system.
C. To ensure Skyward enterprise resource software system is capable of complying with all existing State mandated reporting requirements of school districts.
D. Provide customized reports and visualization of Skyward data via the Skyward database or the Ed-Fi Operational Data Store (FLCODE ODS).
E. To provide hardware and infrastructure necessary to store Board data, provide access to such data on demand and successfully execute the data functions of the school district in accordance with Exhibit A - ETS Service Level Agreement.

F. To provide disaster recovery measures which include:
    1. Active replication of district's data files from host to off-site Disaster Recovery site
    2. Daily, weekly and monthly backups

3. Failover to redundant telecommunication link in the event primary circuit fails, and
4. Conducting an annual test of Disaster Recovery procedure to ensure at a minimum that a payroll cycle can be successfully completed using the off-site Disaster Recovery equipment and files.

G. To accept the responsibility of being the custodian of the Board's data and to make every effort to protect and secure the data from unauthorized access.
H. To conduct quarterly planning meetings with the ETS Advisory Council and develop an annual plan and budget for their review and approval.
I. To aid and assist member districts in the planning and procurement of hardware to be attached to the NEFEC Educational Technology Services Operations Center.
J. To provide professional technical staff as approved by the Advisory Council.
K. To respond on a timely basis to the requests of the member districts and the priorities established through the user committees.
L. To plan for and provide system support software to meet the needs of the member districts.
M. To provide technical support to the district MIS Departments.
N. To provide a User Help Desk Service.
O. To plan for and provide application software as approved by the Advisory Council to meet the needs of the member districts.

X. OBLIGATIONS OF THE LESSEE

The Lessee hereby agrees:

A. To pay the following annual district assessment:
   1. Educational Technology Services Fee - $77,806 (FTE cost based off the 2020-21 second calculation of the FEFP) The amount includes a $50,457 base fee plus a graduated rate assessment of $34.31 for FTE less than 5,000, $32.60 for FTE between 5,000-9,999, and $30.88 for FTE greater than 10,000.
B. To pay the scheduled SY2021-22 lease-purchase amount of $16,632 and annual license fee (ALF) of $17,015, as outlined in, the payment schedule for Skyward enterprise resource software. The SY2021-22 lease-purchase amount includes fees for a fully integrated Finance, Human Resource and Payroll enterprise resource software system and associated training, data migration, and staff support.
C. The Lessor will invoice the Board on July 1 and January 1 of the fiscal year. Payment will be due within 40 days of receiving the invoice. See Exhibit B.
D. To cooperate expeditiously in all matters requiring concurrence or approval in order that the Lessor will not be unduly delayed in performing contractual obligations.
E. To appoint a security officer to control access privileges to the Board's data.

XI. MODIFICATION OF ATTACHMENT

This lease agreement is incorporated into and subject to all terms and conditions of the master contractual agreement. This agreement may be amended only by an agreement executed in the same manner as the original.

Exhibit A

ETS Service Level Agreement

This Service Level Agreement sets forth the provisions for management and hosting of district data.

1. ***Services.*** NEFEC shall provide the following services each year:
   a. Hosting of Skyward Enterprise Resource software and third-party software solutions on NEFEC resources, secured behind the NEFEC firewall; and
   b. Data security management services to ensure participating districts have secure access to their data; and
   c. Responsible as the custodian of the district data and to make every effort to protect and secure the data from unauthorized access; and
   d. Routine maintenance of all infrastructure components in accordance with industry standards; and
   e. Routine backups of hosted applications and data for purposes of archiving and allowing for recovery in the event of catastrophic failure. Backup data retention protocols are documented in the ETS Disaster/Recovery plan.

2. ***Confidentiality.*** NEFEC acknowledges and agrees that the algorithms and other materials comprising of Skyward Enterprise Resource software and hosted third party software are Confidential Information.

3. ***Uptime Service Level Requirement.*** NEFEC shall exercise a best-effort approach to service availability and shall strive to provide an industry standard ninety-nine and 90/100 percent (99.9%) Product Uptime. NEFEC guarantees a ninety-eight and one-half percent (98.5%) Product Uptime, excluding scheduled maintenance. NEFEC shall provide districts with its current maintenance schedule as indicated on the NEFEC Educational Technology Services webpage and will notify districts if that schedule changes. Furthermore, NEFEC shall not be held financially responsible in the event of an unscheduled service/Product availability outage due to an unexpected systems failure, natural disaster or software fault unrelated to the host server.

System Maintenance Schedule:

Day of Week	Time	System Availability	Skyward Update Activity
Mon - Fri	4:00pm - 6:00pm	Possible performance slowdown	RMAs, Addendums
Saturday	6:00pm - 10:00pm	Limited system availability	
Tue, Thu, Sat	10:00pm - 11:00pm	System may not be available	Reboot of servers
Every 3rd Saturday	6:00pm - 2:00am	System may not be available	Releases

4. ***Effect of Termination.*** In the event of the expiration or termination of this Agreement for any reason, NEFEC shall take such action as is reasonably requested by the district in connection with the relocation of the data to a new hosting service.

Exhibit B

SUWANNEE 5 YEAR PAYMENT SCHEDULE FOR SKYWARD SOFTWARE PURCHASE											
	TOTAL OBLIGATION Over 5 Yr Implementation	Business (Implemented in January 2018) 2017-18	BALANCE Remaining	Year 2 2018-19	BALANCE Remaining	Year 3 2019-20	BALANCE Remaining	Year 4 2020-21	BALANCE Remaining	Year 5 2021-22	BALANCE Remaining
Term of Software Purchase(YRS)	5										
Skyward: Business	$ 58,741	$ 14,103	$ 44,638	$ 14,103	$ 30,535	$10,178.50	$20,356.50	$10,178.25	$10,178.25	$10,178.25	$ -
Skyward: Conversion Cost Business	$ 18,649	$ 4,331	$ 14,318	$ 4,331	$ 9,987	$ 4,265	$5,722	$ 2,861	$ 2,861	$ 2,861	$ -
Skyward: System wide services and software	$ 17,965	$ 3,593	$ 14,372	$ 3,593	$ 10,779	$ 3,593	$ 7,186	$ 3,593	$ 3,593	$ 3,593	$ -
* *sub-total Skyward Cost*	$ 95,355	$ 22,027	$ 73,328	$ 22,027	$ 51,301	$18,036.50	$33,264.50	$16,632.25	$16,632.25	$16,632.25	$ -
NEFEC ETS Fees (Projection based on SY2020-21)	$ 354,620	$ 39,250		$ 80,467		$ 79,291		$ 77,806		$ 77,806	
Skyward: ALF	$ 76,337	$ 9,909		$ 19,810		$ 13,211		$ 16,392		$ 17,015	
*** Total	$ 526,312	$ 71,186		$122,304		$110,538.50		$110,830.25		$111,453.25	

Total Obligation includes:

All Skyward Software Costs
Purchase
Installation
Training (including travel)
Annual License Fees
Conversion Cost

Assumptions:

NEFEC ETS cost approved annually by Advisory Council and subject to reductions or increases based on district needs.

ATTACHMENT # 22-051-A27 TO CONTRACT # 731-22-051 BETWEEN THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS NEFEC, FOR THE SERVICES OF A BUILDING CODE ADMINISTRATOR.

This contract period shall be from July 1, 2021, to June 30, 2022, unless otherwise amended/extended by mutual agreement.

I. OBLIGATIONS OF NEFEC:

NEFEC hereby agrees to the following:

A. To employ a Building Code Administrator in accordance with the procedures established by the BCA Advisory Committee. The individual will report to each of the district contacts as well as NEFEC's Associate Executive Director.
B. To issue all permits required by the Florida Building Code and State Statue 1013.38 (School Boards to ensure that facilities comply with building codes and life safety codes).
C. Permits issued will cover any new construction, remodeling, and renovations of any facilities and the repair, removal, enlargement, alteration, conversion or replacement of any electrical, gas, mechanical or plumbing systems.
D. To review and approve plans, and construction documents to be permitted and coordinate plan review with the appropriate fire safety inspector.
E. To inspect all phases of the construction project for the required inspections and visit the job site to coordinate the construction process.
F. To meet with contractors, architects, and engineers on preconstruction planning and during the construction project.
G. To issue an annual maintenance permit as required by State Statue 553.80(6) (d) and SREF.
H. To review district annual facility maintenance permit work orders for compliance with the State Statues, State Requirements for Educational Facilities (SREF), Florida Building Code and the Florida Fire Prevention code.
I. To perform code compliance inspections for work orders that fall under the annual facility maintenance permit. This includes any alterations to existing electrical, gas, mechanical, plumbing systems. Any emergency repairs, minor renovations, and minor remodeling as long as the projects do not exceed $200,000.00 per project.
J. To issue day labor project permits for any construction projects estimated to cost $200,000.00 or less and perform code compliance inspections.
K. To provide training and updates for the Florida Building Code and the State Requirements for Educational Facilities (SREF) for maintenance personnel.
L. To perform annual inspections for all portable classrooms as required by SREF and the Florida Building Code.

II. OBLIGATIONS OF THE BOARD:

The Board hereby agrees:

A. To cooperate expeditiously in all matters requiring concurrence or approval in order that NEFEC will not be unduly delayed in performing contractual obligations.
B. To designate Dir. of Facilities, a staff member of the Suwannee County District Schools, to act on behalf of the Board in all matters in connection with this contract attachment and approve all reports, drafts and invoices.
C. To provide temporary office space as needed by staff.
D. To pay NEFEC $26,490.12, which is a proportionate share of the agreed upon budget for FY 2021-2022. Participating districts include Baker, Gilchrist, Hamilton, Levy, Suwannee and Union Counties.
E. That participation in this program shall be on the annual option renewal. In the event of withdrawal from this program, the Board shall provide a sixty (60) day written notice of intent to withdraw and subsequently withdraw at fiscal year end June 30, 2022.

That this contractual attachment is incorporated into and subject to all terms and conditions of the master contractual agreement.

ATTACHMENT #22-051-A43 TO CONTRACT #731-22-051 BETWEEN THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS NEFEC, TO PROVIDE HUMAN RESOURCE MANAGEMENT NETWORK SERVICES AND RELATED SUPPORT SERVICES:

I. OBLIGATIONS OF NEFEC:

NEFEC agrees to the following:

A. Assist Human Resources Management Network members in streamlining their Human Capital Management Systems.
B. Facilitate networking and sharing of best practices.
C. Assist districts in planning and coordinating targeted professional development for Human Resource Management Network members.
D. Collaborate and inform members of the Human Resource Management Network on all matters related to innovative recruitment and retention initiatives/strategies.
E. Provide training and support for implementation of Skyward Fast Track.
F. Assist participating districts in developing recruitment programs and marketing materials.
G. Target specific universities and teaching colleges within Florida and out-of-state (if applicable) for recruitment visits (includes registration fees for respective career fairs).
H. Coordinate with district staff to plan a recruitment event for the Northeast Florida Region based on district's needs.
I. Work with districts and NEFEC staff to implement comprehensive induction programs that include mentoring, staffing high need/critical areas, alternative certification options, and community involvement in welcoming and supporting new teachers.
J. Work with districts on grow your own teacher initiatives.
K. Serve as a liaison with the Florida Department of Education's Recruitment and Retention Office and work to secure support for NEFEC recruitment initiatives.
L. Assist districts with the use of Human Capital Management System data.

II. OBLIGATIONS OF THE BOARD:

The Board agrees:

A. To designate the following district staff member Dir. of H.R., to act as the Human Resource Management Network contact.
B. To pay NEFEC $5,085.42 based on $.66/FTE (FTE figures are based on the 2020-2021 FEFP Second Calculation enrollment of 5,887) plus $1,200.00 base fee. NEFEC will invoice the Board upon receipt of this properly signed contract.
C. To cooperate expeditiously in all matters requiring concurrence or approval in order that NEFEC will not be unduly delayed in performing contractual obligations.
D. This contractual attachment is incorporated into and subject to all terms and conditions of the master contractual agreement.

INFO ONLY

SCSB ~~2021-07-2022-62 (REVISED/RENEWAL">~~REVISED/RENEVVAL)

North East Florida Educational Consortium
~~2020-2021~~ 2021-2022 Membership

This signature page is incorporated into and subject to all terms and conditions of the master contractual agreement between the District School Board of Suwannee County and the District School Board of Putnam County on behalf of the North East Florida Educational Consortium.
~~In light of the COVID-19 pandemic and anticipated financial implications, all contracted services have been analyzed for short term reductions to district costs. NEFEC will continue to apply fiscally responsible practices while~~

Suwannee County District Schools is participating in the following programs for 2021-2022:

~~**Suwannee County District Schools is participating in the following programs for 2020-2021:**~~Program:	Fee:
NEFEC Membership: Resolution Main Contract ~~#731-21-051~~731-22-051	~~$18,103.80~~$18,056.75
Instructional Services Program (ISP) - ~~#21-051-~~A122-051-A 1	~~$26,161.20~~$28,991.50
Enterprise Resource Software- ~~#21-051-A6~~22-051-A6	Education Technology Serv. Fee = ~~$7,806.00~~ SY2020-21 Lease Purchase = $16,632.00 Skyward Annual License Fee = ~~$16,392.00~~17,015.00
Building Code Inspection - ~~#21-051-A27~~22-051-A27	$26,490.12
Human Resources Management Network - ~~#21-051-A43~~22-051-A43	~~$4,332.14~~$5,085.42

~~maintaining high expectations of service.~~

INFO ONLY



to Form and

APPROVED AND RECOMMENDED FOR SIGNING

~~North East Florida Educational Consortium~~
~~2020-2021 Membership~~

~~This signature page is incorporated into and subject to all terms and conditions of the master contractual agreement between the~~ District School Board of Suwannee County ~~and the~~ District School Board of Putnam ~~County on behalf of the North East Florida Educational Consortium.~~

~~In light of the COVID-19 pandemic and anticipated financial implications, all contracted services have been analyzed for short-term reductions to district costs. NEFEC will continue to apply fiscally responsible practices while maintaining high expectations of service.~~

INFO ONLY

INFO ONLY

SCSB ~~2021-07~~ 2022-62 (REVISED/RENEWAL)

~~Suwannee County District Schools is participating in the following programs for 2020-2021:~~

~~Program:~~	~~Fee:~~
~~NEFEC Membership:~~ ~~Resolution~~ ~~Main Contract #731-21-051~~	~~$18,103.80~~
~~Instructional Services Program (ISP) #21-051-A1~~	~~$26,161.20~~
~~Enterprise Resource Software #21-051-A6~~	~~Education Technology Serv. Fee = $77,806.00~~ ~~SY2020-21 Lease Purchase = $16,632.00~~ ~~Skyward Annual License Fee = $16,392.00~~
~~Building Code Inspection #21-051-A27~~	~~$26,490.12~~
~~Human Resources Management Network #21-051-A4 3~~	~~$4,332.14~~

~~District School Board of Suwannee County~~

~~by Ted Roush, Superintendent Dated:~~

~~by Ed daSilva, Chairperson Dated:~~

~~District School Board of Putnam County~~

~~(/ * * si~~

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

~~Dated: j ^6/^0~~

~~by Sandra Gillyard, Chairperson~~

~~Dated:~~

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

Dated: 10-

by Holly Pickens, Chairperson

Dated: 10-1-21

~~*APPROVED AND RECOMMENDED FOR SIGNING*~~

by Ted Roush, Superintendent Dated:

INFO ONLY

by Tim Alcorn, Board Chair Dated: _____

North East Florida Educational Consortium

St. Patrick J. WaAC E

by Dr. Patrick J. Wnek, Executive Director Dated: 10-7-22

INFO ONLY

INFO ONLY

SCSB ~~2021-07~~ 2022-62 (REVISED/RENEWAL)

RESOLUTION

A RESOLUTION OF THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA, ADOPTING A PLAN FOR COOPERATING WITH SCHOOL BOARDS OF OTHER DISTRICTS IN THIS STATE AND ESTABLISHING A PROCEDURE AND CONDITIONS FOR SUCH OPERATION OF AN EDUCATIONAL CONSORTIUM, AND CONTRACT FOR THE PURCHASE OF CERTAIN MATERIALS, SUPPLIES, EQUIPMENT, AND SERVICES TO BE USED OR PERFORMED IN RESPECTIVE SCHOOL SYSTEMS.

WHEREAS, the District School Board of Suwannee County, Florida, hereafter referred to as the Board, has the power and the duty among other responsibilities to cooperate with other agencies in joint projects, programs and ~~services~~ serv ices through participation in an Educational Consortium, when it is in the best interest of the educational system and the taxpayers of Suwannee County and for the best interest of the educational ~~system~~ sy stem and the school children in meeting the school districts needs, and

WHEREAS, it is necessary to adopt plans for cooperating with school boards of other districts in this State, and in order to initiate this cooperation and these plans it is necessary that the Consortium be initiated by resolutions spread upon the minutes of each school board concerned, and

WHEREAS, the school boards of Baker, Bradford, Columbia, Dixie, Flagler, Gilchrist, Hamilton, Lafayette, Levy, Nassau, Putnam, Suwannee and Union Counties, P.K. Yonge Developmental Research School, and the Florida School for the Deaf and the Blind, plus any other who adopts a like resolution, have expressed a desire to enter into a collaboration of separate public entities (which is not a partnership, and in which none of the collaborating institutions may incur debt on behalf of any of the others or bind any of the others in contract, and which collaboration is a consortium called the North East Florida Educational Consortium "NEFEC") through which the participating counties may jointly perform, bid, contract for, and purchase certain materials, supplies, equipment, and services to be used in respective school systems and operate programs as authorized and permitted by law and State Board of Education Rules including, but not limited to, those listed in Section I of this resolution. The Superintendents of each of the collaborating school boards shall serve as a member of the Board of Directors of NEFEC.

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA, IN A REGULAR SESSION ON ~~2020~~ J ly 27 **2021, AT**

INFO ONLY

THE SUWANNEE COUNTY SCHOOL ADMINISTRATION BUILDING,

Live Oak _____ **, FLORIDA, AS FOLLOWS:**

SECTION 1. That the District School Board of Suwannee County, Florida, ("Board") does hereby determine that it is in the best interest of the taxpayers and students of Suwannee County to cooperate with other counties in the operation of an educational consortium, known as the North East Florida Educational Consortium (NEFEC) which shall include, but not be limited to bidding, contracting, and purchasing arrangements pursuant to a plan to implement the following services and/or programs:

(a) Grants (federal, state, and private): *pursuant to eligibility*

- FDLRS (Florida Diagnostic and Learning Resources System): *no cost/grant/grant funded*
- Education Innovation and Research/Rural Connect: *no cost/ / grant funded*
- FDLRS Statewide Administration Project: *no cost/ / grant funded*
- Institute for Small and Rural Districts: *no ~~cost/~~cost/ grant funded*
- Title IV Part A: *no ~~cost/~~cost/ grant funded*

(b) Instructional Services Program: *contracted services*

- Opportunity to participate in any grant written in FY ~~20-21~~21-22: *pursuant to eligibility requirements.*
- Professional Development Catalogue (Master Inservice Plan), including endorsement and add-on certification.
- Leadership Plan Development
- Professional Development Certification Program
- Textbook adoption for core areas
- Grant writing support
- ~~NOEL~~ NOEL initiatives
- ~~technical~~ Technical and implementation assistance for legislative mandates
- Title Director Networking
- Career and Technical Education Networking and Support
- College and Career Acceleration Support
- Principal Leadership Academy: *per ~~participantfee~~participant fee*
- Aspiring Leaders Program: *per participant fee*
- Master Scheduling Training: *per participant fee*
- ~~E Learning professional development: *per participant fee - discounted rate*~~
- Regional PLCs for Principals

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- Florida B.E.S.T. Standards professional development
- General Knowledge Test Review professional development
- Literacy professional development
- Clinical Educator and Mentor professional development
- BODLDP (Board of Directors Leadership Development Program)
  - ~~New Teacher support~~
- NEFEC Connect ~~for Math and Science~~Professional Development

(c) E-Learning (professional development courses): *per participant fee - discounted rate*

~~(c)~~(d) Student Testing: *contracted services*

~~(d)~~(e) Risk Management: *contracted services*

~~(e)~~(f) Policy Development, Revision, and Update Service: *no cost/supported via NEFEC (approx. value ~~of $5K~~ $5K per district for revision and annual update)*

~~(f)~~(g) Printing Services: *discounted printing services*

~~(g)~~(h) Educational Technology Services: *contracted ~~sendees~~ services* (student information, human resources, finance)

~~(h)~~(i) Human Resources Management Network: *partially supported by NEFEC/ contracted ~~sendees~~services*

~~(i)~~(j) Public ~~Relations~~A~~Veb~~ Relations/Web Services: *no cost /-supported via NEFEC*

~~(j)~~(k) Legislative ~~N-etwork~~ Network Services: *partially supported by ~~NEFEC funding/membership~~ NEFEC funding/membership fee*

~~(k)~~(l) Building Code Program: *contracted ~~sendees~~services*

~~(l)~~(m) Information Technology: *contracted services*

~~(m)~~(n) Virtual Instruction Program: *contracted ~~services~~services*

~~(n)~~(o) Any other services or programs deemed necessary by the Board of Directors of the Consortium

Each school district shall have the option of participating in any or all of the above services and/or programs through individual contracts unless otherwise specified in this Resolution.

SECTION 2. That the Board agrees to accept the procedures adopted by the participating boards and agrees to be bound by any contracts and bids once they have been let or executed.

SECTION 3. That Board does hereby agree that the Educational Consortium shall be managed by an Executive Director and all policies will be set by the NEFEC Board of Directors, composed of the Superintendents (or equivalent position) of the participating school districts. All

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personnel employed by the District School Board of Putnam County (the host school district or district of record), on behalf of NEFEC, will be governed by the host school district school board's policies.

SECTION 4. NEFEC's business office and physical operation will be located in Putnam County, Florida.

SECTION 5. That the NEFEC Board of Directors shall determine the needed services, products and/or programs; establish the charge for services rendered by NEFEC to the Cooperating Boards or other School Boards availing themselves of the services offered by the NEFEC; set policies; recommend the establishment of positions and individuals for appointment to the district of record; and establish a uniform method for participating school districts to evaluate services and/or programs provided.

SECTION 6. That all procedures, contracts and bidding shall comply with all applicable State Laws, State Board of Education Rules, and policies of the District School Board wherein the business office of NEFEC is located.

SECTION 7. That the member school district shall pay a base assessment of $2,725.00 plus $1.85 per unweighted FTE, based on ~~October, 2019,~~ 2020-2021 FEFP Second Calculation FTE enrollment figures; for the general operation of NEFEC, ~~$956.40~~ 940.80 for Indirect Cost fees to be rebated to Putnam County District Schools, serving as Fiscal Agent, and a base assessment of $3,500.00 for participation in the NEFEC Legislative Network Services Program.

SECTION 8. This resolution and the agreement set forth herein shall be in full force and effect for the ~~2020-2021~~ 2021-2022 fiscal year, at which time this agreement shall become null and void, unless affirmative action by appropriate resolution is taken by each and all the school boards participating in the Educational Consortium.

SECTION 9. That this agreement between the cooperating school boards of the NEFEC, as set forth in this resolution, will be in operation and effective from July ~~1,2020~~1, 2021, by action of the various school boards named herein, and upon adoption by the Cooperating Boards joined together in NEFEC shall be binding from said date of July ~~1,2020~~1, 2021.

SECTION 10. The official name of ~~the~~ the educational consortium is North East Florida Educational Consortium (NEFEC), and has been in existence since July ~~1,~~ 1976.

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CONTRACTUAL AGREEMENT

~~731-21-051~~731-22-051

The District School Board of Suwannee County

AND

The District School Board of Putnam County on behalf of the

North East Florida Educational Consortium

THIS CONTRACT between the District School Board of Suwannee County, herein referred to as the **BOARD,** and the District School Board of Putnam County on behalf of the North East Florida Educational Consortium, herein referred to as **NEFEC,** is for the purpose of providing services and/or products that may not be otherwise available to the Board or provided with greater efficiency at less cost. Such services and/or products are more specifically described in subsequent contract attachments which, upon approval, become a part of this contract.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter stated, the above described parties covenant and agree as follows:

1. The above stated recital is true and correct and is incorporated herein by reference as a Contract term.
2. This contract shall begin on July 1, ~~2020~~2021. All work shall be completed by June 30, ~~2021~~2022, unless otherwise indicated in specific attachments.
3. No payment will be invoiced or paid for any work performed after June 30, ~~2021~~2022, unless otherwise indicated in specific attachments.
4. NEFEC shall be in compliance with the following:
   (a) Title 42 United States Code Section 2000d (Section 601, Title VI, Civil Rights Act of 1964, as amended). NEFEC shall be in compliance with Sections 1011.62 and 1012.98 as amended by Florida Statutes and State Board Rules where applicable.
   (b) Title 29 United States Code Section 794 (Section 504, Rehabilitation Act of 1973, as amended).
   (c) Title 20 United States Code Section 1681 (Section 901, Title IX, Pub. L. 92-318, prohibiting discrimination on the basis of sex) unless NEFEC has been declared exempt or deferred from these provisions.

   Performance by the Board of any of its obligations under this contract shall be subject to NEFEC's compliance with such provisions.
5. The performance by the Board of any of its obligations under this contract shall be subject to and contingent upon the availability of monies lawfully applicable for such purposes. If the Board deems, at any time during the term of the contract, that monies lawfully applicable to any attachment to this

contract shall not be available for ~~tire~~ the remainder of the term, the Board shall immediately so notify NEFEC by phone, fax or e-mail to be followed in writing no less than five (5) days after the determination, whereupon the obligations of the parties herein shall end upon the giving of such notice, and such attachments of this contract shall be considered as canceled by mutual consent as provided in Paragraph 6.

6. Upon Contract cancellation, only the costs actually accrued to the date of cancellation will be due and payable and all work completed and paid for prior to the effective date of the cancellation of the contract will become the property of the Board and will be turned over promptly by NEFEC. Any services(s) and/or product(s) reflected in the attachments to this contract may, in addition to the reason provided in paragraph 5, above, be canceled only by:

   (a) mutual consent of both parties, or

   (b) either party upon giving ninety (90) days written notice to the other, unless otherwise indicated in specific attachments.

7. Should NEFEC be unable to deliver as required in this contract, NEFEC may propose a contract amendment. There is no obligation on the part of the Board to concur in such a proposal or to accept late delivery of any product except and unless the failure to deliver is due to an "act of God" or "force majeure". An "act of God" or "force majeure" is defined as An "act of God" or "force majeure" is defined for purposes of this contract as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, ~~storms~~storms, weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, insurrections and any other cause not reasonably within the control of NEFEC and which by the exercise of due diligence NEFEC is unable, wholly or in part, to prevent or overcome. Unless this contract is properly amended, in the event of nondelivery, all liability for payments for the product(s) by the Board shall expire on the day following the specified due date.

8. This contract may be changed or modified only by an amendment executed in the same manner as the original.

9. This is a flat fee contract. No amounts will be due, nor will there be any Board obligation, except for payments specified to be made, and then only if products are delivered on or before the date(s) specified or as may be amended pursuant to other provisions in this contract.

10. NEFEC shall provide to the Board written progress reports for each attachment to the contract as may be reasonably requested. Invoices shall be prepared for the amount due as specified in each attachment to the contract and delivered to the district administrator with appropriate reports and/or products. ~~Tire~~ The district administrator will review each report and/or product and confirm to the finance officer over

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his/her signature on the invoice accompanying such progress and/or final reports that all obligations of NEFEC have been met pursuant to the contract and that payment should be made according to such invoices.

11. ~~Fire~~ The Board agrees as follows:

(a) To cooperate in all matters requiring concurrences or approval.

(b) To designate in writing to NEFEC a district administrator to act for the Board in all matters pertaining to this contract up to and including all reports, drafts, products and invoices.

(c) To pay to NEFEC the amount indicated in each attachment for the product(s) and/or services(s) reflected therein. All payments are due in forty (40) days from the date on the invoice, in accordance to 215.422, Florida Statue. If payment is not made within ninety (90) days service(s) will be discontinued, unless brought to the NEFEC Board's attention for further action.

12. NEFEC agrees to provide the products(s) and/or services(s) as per each attachment to this contract.

13. Each Attachment to this Contract is incorporated by reference herein. Any additional Attachments, executed after the effective date of this Contract, shall be incorporated into this Contract. Said Attachments shall have a signature page and appropriate reference to this Contract.

14. If a conflict arises between the ~~terms~~ terms of any Attachment and this Contract, the terms of the Attachment shall control.

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15. In cases whereby NEFEC receives federal grant ~~dollar's~~ dollars and disburses those funds to districts through cash advances and cost reimbursements, the following rules and regulations apply: Subject to the receipt of these funds from the Florida Department of Education and/or the United States Department of Education, NEFEC agrees to compensate the Board, on a cost- reimbursable or cash advance basis. This decision is based upon the specific language in the federal project awarded to NEFEC.

16. This contract is subject to the Laws of the State of Florida, in particular, the below listed provisions found in Sections 287.058, 287.0582, and 215.422, Florida Statutes:

287.058
(1)

a. All bills for fees or other compensation for services must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

b. All bills for any travel expenses must be submitted in accordance with Section 112.061, Florida Statutes.

c. This contract may be unilaterally canceled by either party hereto if the other party refuses to allow public access to all documents, papers, letters, or other material subject to the provision of chapter 119, Florida Statutes, and made or received by such party in conjunction with this contract.

(2) An authorized representative of the agency head and NEFEC, prior to the rendering of any contractual services, shall sign the written contract.

287.0582 - ~~Fire~~ The State of Florida's performance obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

215.422 - Agencies have five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order or contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the date the invoice is received or the goods or services are received, inspected and approved, whichever is later, a separate interest penalty set by the Comptroller pursuant to Section 55.03, Florida Statutes will be due and payable in addition to the invoice amount. Payments to health care providers for hospitals, medical or other health care services shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

17. The parties recognize and agree NEFEC is a public entity and is therefore subject to the limitations of liability under the provisions of Sovereign Immunity. All provisions in this contract and any of its

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attachments or amendments shall be subject to the State of Florida law pertaining to Sovereign Immunity notwithstanding anything to the contrary contained in such documents.

18. LIMITATION OF LIABILITY, WARRANTY, APPLICABLE LAW:

NEFEC shall not be liable to the Board or any third party for any incidental, indirect, exemplary, special or consequential damages, under any circumstances, including, but not limited to, lost revenue or savings, loss of goodwill, or the loss of use of any data, even if NEFEC had been advised of, knew, or should have known, of the possibility thereof. Under no circumstances shall NEFEC's aggregate cumulative liability hereunder, whether in contract, tort, or otherwise, exceed the total amount of fees actually paid by the Board under this annual agreement. The Board acknowledges that the fees paid reflect the allocation of risk set forth in this agreement and that NEFEC would not enter into this agreement without these limitations on its liability.

All software and services are provided "as is" without any warranty whatsoever, including but not limited to any functionality. The Board recognizes that the "as is" clause of this agreement is an important part of the basis of this agreement, without which NEFEC would not have agreed to enter this agreement. Consortium disclaims all warranties, express, implied, or statutory, regarding the software and services, including any warranties of merchantability, fitness for a particular purpose, title, and non-infringement. No representation or other affirmation of fact regarding software and services shall be deemed a warranty for any purpose or give rise to any liability whatsoever. The Board acknowledges that they have relied on no warranties or statements other than as may be set forth herein. It is understood that this agreement includes a release of all known and ~~unbrown~~ unknown claims. To the extent permitted by law, NEFEC warrants that any works provided under the agreement do not violate the copyright rights of any third parties and assumes liability for any claims relating to copyright infringement.

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This Agreement and any dispute arising hereunder shall be construed in accordance with the laws of the State of Florida without regard to principles of conflict of laws. For the purpose of this Agreement, the Board consents to the personal jurisdiction and venue of the state courts located in Palatka, Putnam County, Florida. If any provision of this Agreement is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof, and the unenforceable provision shall be automatically amended to so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Any waiver of a provision of this Agreement must be in writing and signed by the party to be charged. A valid waiver hereunder shall not be interpreted to be a waiver of that obligation in the future or any other obligation under this Agreement. Subject to the terms of valid ~~attachments~~attachments, this Agreement constitutes the entire agreement between the parties related to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties relating to the software and vendee services and shall not be changed except by written agreement signed by an officer of NEFEC.

19. LEGAL RELATIONSHIPS

NEFEC is a regional consortium service organization formed in 1976 with all of the duties and responsibilities as outlined in F.S. 1001.451. The Putnam County School Board is the legal entity designated to act as the parent state agency for NEFEC with the power to enter into ~~contracts~~ contracts for the use and benefit of all Consortium members and participating school boards.

The Board has elected to contract with NEFEC as its agent for the procurement of various services and /or products more specifically described in subsequent contract attachments, which, upon approval become a part of this contract. If any contract entered into by the Putnam County School Board on behalf of NEFEC for the use and benefit of a participating School Board needs to be enforced the parties agree that each member School Board will hire its own counsel and bear its own costs and fees in enforcing the terms of the contract unless a different agreement is reached between the parties.

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ATTACHMENT ~~#21-051-A1~~ 22-051-A1 TO CONTRACT # ~~731-21-051~~ 731-22-051 BETWEEN THE SUWANNEE COUNTY DISTRICT SCHOOL BOARD, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM HEREIN REFERRED TO AS NEFEC, TO PROVIDE INSTRUCTIONAL SERVICES PROGRAMS JULY ~~1,2020~~1, 2021, TO JUNE ~~30,2021~~30,2022:

I. OBLIGATIONS OF NEFEC:

The NEFEC Instructional ~~Services~~ Servi ices Program agrees to provide the Suwannee County District School Board
the following services:

A. To coordinate the NEFEC Organization of Educational Leaders (NOEL) meetings. The meetings will provide district level instructional ~~administrative~~ staff with opportunities for networking, sharing effective practices and Florida Department of Education updates.
B. To coordinate networking meetings for district title directors ~~and~~ , district data representatives, and other groups as needed.
C. To provide regional technical assistance in the implementation of legislative mandates and Florida Department of Education initiatives such as accountability requirements, district reading requirements, safety and mental health, mandates, required instruction reporting, and the Every Student Succeeds Act (ESSA).
D. To provide facilitation and coordination of the development of plans required by Florida Statute and/or the Florida Department of Education. This includes the professional learning catalogue, professional development certification plan, endorsement plans, and leadership development plans.
E. To provide regional grant writing and district grant support through template development. Grant writing will include state, federal, and foundation proposals.
F. To ~~seek~~ pursue legislative funding ~~for local initiatives~~ and Florida DOE funding as directed by the NOELs and/or NEFEC Board of Directors. ~~These initiatives may include English Language Arts, Leadership, Science, Technology, Engineering and Math (STEM), College & Career Readiness, and Educator Quality.~~
G. To provide access to online educational resources through the NEFEC website, including data visualizations and the professional learning registration system.
H. To facilitate the implementation of a regional professional development certification program.
I. To facilitate college and career networking, including coordination of two counselor forums and support for the Comprehensive Local Needs Assessment.
J. To coordinate the textbook adoption process for core subject areas. Coordination includes an evaluation process, the coordination of vendors, compilation of data and distribution of data summaries.
K. To provide regional clinical educator and mentor training.
L. To provide online and regional face to face professional learning ~~at a reduced rate.~~ This includes standards training.
PLCs for school administrators, writing training, and other topics as requested by NOELs.
~~M. To coordinate and provide regional face to face professional development for new teachers.~~
~~N.~~M. To provide access to professional learning through established partnerships.
~~O.~~N. To facilitate and support the NEFEC Board of Directors Leadership Development Project (BODLDP).

~~II.~~ OBLIGATIONS OF THE BOARD:

The Suwannee County District School Board agrees:

A. To cooperate expeditiously in all matters requiring concurrence or approval in order that NEFEC will not be unduly delayed in performing contractual obligations.
B. The Board designates Asst. Supt. Inst., a staff member of the Suwannee County District School Board, to act on behalf of the Board in all matters in connection with this Contract Attachment and approve all reports, drafts, and invoices.
C. To participate in the NEFEC Organization of Educational Leaders (NOEL).
D. To serve in an advisory capacity to NEFEC's Instructional Services Department.
E. To assist in planning and evaluating Instructional Services Program functions.
F. To pay to NEFEC ~~$26,161.20 based on the previous October enrollment figures. This represents a one year ten percent (10%) discount that is being applied to assist the District during funding implications that are a result of the COVID-19 pandemic~~$28,991.50 which represents a base fee of

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$2,500, plus $4.50 per FTE. FTE figures based on 2020-21 FEFP Second Calculation. Payments will be due on a semester basis. One-half of the total amount will be invoiced following the signing of this Contract; the remaining amount will be invoiced in January ~~2021~~2022.

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ATTACHMENT ~~#21-051-A6~~ 22-051-A6 TO CONTRACT ~~#731-21-051~~ 731-22-051 BETWEEN THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE LESSEE, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY, ON BEHALF OF NEFEC, HEREIN REFERRED TO AS THE LESSOR, FOR THE LEASE-PURCHASE OF ENTERPRISE RESOURCE SOFTWARE PURSUANT TO F.S.1011.71 (2) (d).

This ENTERPRISE RESOURCE SOFTWARE LEASE-PURCHASE AGREEMENT is entered into, by and between the Lessor and the Lessee, to lease its Enterprise Resource Software Product(s) set forth in Section IX of this contract attachment. Effective July 1, ~~2020~~2021, upon the terms and conditions hereinafter set forth, for the consideration stated herein.

~~The 2020-21 Operating Budget for Enterprise Resource Software Maintenance and Support Services has been reduced by $70,000 (4%) to support anticipated adjustments to district, school, and regional consortia budgets in response to COVID-19.~~

~~I.~~ I. TERMS AND CONDITIONS

Lessor leases to Lessee and Lessee hereby hires and takes from Lessor the personal property consisting of certain proprietary computer software as set forth in Section IX of this contract attachment which shall include all replacement parts, additions, upgrades, and maintenance (hereinafter referred to as the "Software").

~~III.~~ II. LIMITED WARRANTY

Lessor makes no warranties (express, implied or statutory) with respect to the Software and the accompanying written materials including, but not limited to, any implied warranties or merchantability or fitness for a particular purpose. In no event will Lessor be liable to Lessee for any direct or indirect damages including loss of profits, lost savings, loss of data, or other special incidental or consequential damages arising out of Lessee's use of or inability to use the Software. In no event, will Lessor's liability exceed the amount of the lease payments charged.

~~I.~~ III. TERM

The original term of this Lease-Purchase shall commence on July 1, 2017 and shall terminate June 30, 2022.

~~II.~~IV. NON-APPROPRIATION

In the event the Lessee is not granted funds in future fiscal years for the Software subject to the Agreement or for Software which is functionally similar to the Software and operating funds are not otherwise available to the Lessee to pay the Lease due under the Agreement, and there is no other legal procedure of available funds by or with which payments can be made to the Lessor, and the appropriation did not result from an act or omission by the Lessee, the Lessee shall have the right to terminate the Agreement on the last day of the fiscal period for which appropriation were received. At least thirty (30) days prior to the end of the Lessee's fiscal year, the Lessee's legal counsel shall certify in writing that (a) funds have not been appropriated for the next fiscal year; (b) such non-appropriation did not result from any act or failure to act by the Lessee; and (c) the Lessee has exhausted all funds legally available for payment of the Lease.

~~III.~~V. INDEMNITY

Lessee shall indemnify and hold Lessor harmless of and from any and all claims, losses, liabilities (including negligence, tort and strict liability), damages, judgments, suits or legal proceedings,

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including court costs, expenses and reasonable attorney's fees, related to the use of the Software, provided however that Lessor shall indemnify and hold Lessee harmless to

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the same degree expressed herein from any claim that Lessee's use of the software violates the intellectual property rights of another.

~~IV.~~VI. TITLE

All of the Software shall remain personal property and the title thereto shall remain with the Lessor for the term of this Lease-Purchase agreement. Lessee shall keep the Software free from any and all judgments, liens and encumbrances. Lessee shall give Lessor immediate notice of the attachment or other judicial process, lien or encumbrance affecting the Software and shall indemnify and save Lessor harmless of and from any loss or damage caused thereby. At the conclusion of this agreement Lessor agrees to grant title of Skyward Enterprise Resource Software to Lessee.

~~V.~~VII. EARLY TERMINATION

In the event Lessee desires to terminate this agreement prior to June 30, 2022, for any reason other than non-appropriation as defined in Section IV of the agreement, Lessee must give notice of one fiscal year to Lessor of their intentions to terminate. Lessee will be responsible for all remaining financial obligations as illustrated in Exhibit A.

~~VI.~~ VIII. CONFIDENTIALITY

To the extent allowed by Florida law, during the course of this Agreement, either party may have or may be provided access to the other's proprietary items or confidential information ("Confidential Information"). Each party agrees to maintain the confidentiality of the other's Confidential Information in accordance with this provision and any separate nondisclosure agreement that expressly references the disclosure(s) between Lessor and Lessee. At a minimum, each party agrees that it shall not make the other's Confidential Information available to any third party without the written consent of the other and that title and ownership of the Confidential Information provided by one party to the other shall remain the exclusive property of that party who has the right to possess the Confidential Information.

~~VII.~~IX. OBLIGATIONS OF THE LESSOR

The Lessor hereby agrees:

A. To procure, install, test and implement the Skyward fully integrated Finance, Human Resource and Payroll enterprise resource software system.
B. To provide hosting capabilities that support the Skyward fully integrated Finance, Human Resource and Payroll software system.
C. To ensure Skyward enterprise resource software system is capable of complying with all existing State mandated reporting requirements of school districts.
D. Provide customized reports and visualization of Skyward data via the Skyward database or the Ed-Fi Operational Data Store (FLCODE ODS).
E. To provide hardware and infrastructure necessary to store Board data, provide access to such data on demand, and successfully execute the data functions of the school district in accordance with Exhibit A - ETS Service Level Agreement.
F. To provide disaster recovery measures which include:
    1. Active replication of district's data files from host to off-site Disaster Recovery site
    2. Daily, weekly and monthly backups
    3. Failover to redundant telecommunication link in the event primary circuit fails, and
    4. Conducting an annual test of Disaster Recovery procedure to ensure at a minimum that a payroll cycle can be successfully completed using the off-site Disaster

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Recovery equipment and files.

G. To accept the responsibility of being the custodian of the Board's data and to make every effort to protect and secure the data from unauthorized access.
H. To conduct quarterly planning meetings with the ETS Advisory Council and develop an annual plan and budget for their review and approval.
I. To aid and assist member districts in the planning and procurement of hardware to be attached to the NEFEC Educational Technology Services Operations Center.
J. To provide professional technical staff as approved by the Advisory Council.
K. To respond on a timely basis to the requests of the member districts and the priorities established through the user committees.
L. To plan for and provide system support software to meet the needs of the member districts.
M. To provide technical support to the district MIS Departments.
N. To provide a User Help Desk Service.
O. To plan for and provide application software as approved by the Advisory Council to meet the needs of the member districts.

~~VIII.~~X. OBLIGATIONS OF THE LESSEE

The Lessee hereby agrees:

A. To pay the following annual district assessment:
   1. Educational Technology Services Fee: $77,806 (FTE cost based ~~on October 2019 enrollment figures~~off the 2020- 21 second calculation of the FEFP) The amount includes a $50,457 base fee plus a graduated rate assessment of $34.34 for FTE less than 5,000, $32.60 for FTE between 5,000-9,999, and $30.88 for FTE greater than 10,000.
B. To pay the scheduled ~~SY2020-21~~ SY2021 -22 lease-purchase amount of $ 16,632 and annual license fee (ALF) of ~~$16,392~~$17,015 as outlined in, the payment schedule for Skyward enterprise resource software. The ~~SY2020-21~~ SY2021-22 lease-purchase amount includes fees for a fully integrated Finance, Human Resource and Payroll enterprise resource software system and associated training, data migration and staff support.
C. The Lessor will invoice the Board on July 1 and January 1 of the fiscal year. Payment will be due within 40 days of receiving the invoice. See Exhibit B.
D. To cooperate expeditiously in all matters requiring concurrence or approval in order that the Lessor will not be unduly delayed in performing contractual obligations.
E. To appoint a security officer to control access privileges to the Board's data.

~~IX.~~XI. MODIFICATION OF ATTACHMENT

This lease agreement is incorporated into and subject to all terms and conditions of the master contractual agreement. This agreement may be amended only by an agreement executed in the same manner as the original.

Exhibit A

ETS Service Level Agreement

This Service Level Agreement sets forth the provisions for management and hosting of district data.

1. ***Services.*** NEFEC shall provide the following services each year:
   a. Hosting of Skyward Enterprise Resource software and third-party software solutions on NEFEC resources, secured behind the NEFEC firewall; and

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b. Data security management services to ensure participating districts have secure access to their data; and
c. Responsible as the custodian of the district data and to make every effort to protect and secure the data from unauthorized access; and
d. Routine maintenance of all infrastructure components in accordance with industry standards; and
e. Routine backups of hosted applications and data for purposes of archiving and allowing for recovery in the event of catastrophic failure. Backup data retention protocols are documented in the ETS Disaster/Recovery plan.

2. ***Confidentiality.*** NEFEC acknowledges and agrees that the algorithms and other materials comprising of Skyward Enterprise Resource software and hosted third party software are Confidential Information.

3. ***Uptime Service Level Requirement.*** NEFEC shall exercise a best-effort approach to service availability and shall strive to provide an industry standard ninety-nine and 90/100 percent (99.9%) Product Uptime. NEFEC guarantees a ninety-eight and one-half percent (98.5%) Product Uptime, excluding scheduled maintenance. NEFEC shall provide districts with its current maintenance schedule as indicated on the NEFEC Educational Technology Services webpage and will notify districts if that schedule changes. Furthermore, NEFEC shall not be held financially responsible in the event of an unscheduled service/Product availability outage due to an unexpected systems failure, natural disaster or software fault unrelated to the host server.

System Maintenance Schedule:

Day of Week	Time	System Availability	Skyward Update Activity
Mon - Fri	4:00pm - 6:00pm	Possible performance slowdown	RMAs, Addendums
Saturday	6:00pm - 10:00pm	Limited system availability	
Tue, Thu, Sat	10:00pm - 1:00pm	System may not be available	Reboot of servers
Every 3rd Saturday	6:00pm - 2:00am	System may not be available	Releases

4. ***Effect of Termination.*** In the event of the expiration or termination of this Agreement for any reason, NEFEC shall take such action as is reasonably requested by the district in connection with the relocation of the data to a new hosting service.

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SCSB 2021-07 (REVISED/RENEWAL1

Exhibit B

SUWANNEE 51		~~EAR PAYMENT SCHEDULE FOR~~ SKYWARD SOFTWARE PURI				~~KTLAR~~ PAYMENT SCHEDULE FOR				CHASE		
Term of Software ~~Purchase (YRS~~ Purchase (YRS)	TOTAL OBLIGATION ~~Over 5 Yr Over 5Yr~~ Implementation 5	Business (Implemented in January 2018) 2017-18	BALANCE Remaining	Year 2 2018-19	BALANCE Remaining	Year 3 2019-20	BALANCE Remaining	Year 4 2020-21	BALANCE Remaining	Year5 2021-22	BALANCE Remaining
Skyward: Business	$ 58,741	~~$ 41102~~14,103	$ 44,638	$ 14,103	$ 30,535	~~$10,178.50~~ 17830	~~$20,356.30~~ $ 035630	~~$10,178.25~~ $ 8107835	~~$10,178.3~~ $ 8107835	~~$10,178~~15	~~$10,178.15~~ 35
Skyward—Conversion Cost Business	$ 18,649	~~$ 4,331~~4331	~~14,31814~~ 318	~~4,3241~~ 331	~~9,987~~ $ 9,987	~~$1,265.4365~~	~~$5,723~~	~~$2,724.861~~	$ 2,861		~~$ 2,864.861~~
Skyward: System wide services and software	~~$ 17,965~~17,965	~~$ 3,593~~3193	~~$ 14372~~	~~3,5933~~ 393	~~10,779.10~~ $ 779	~~$ 3,593~~ $ 3193	~~7,186.1~~	~~3,5933~~	~~3,5933~~	~~3,5933~~ 393	~~3,5933~~
~~*** sub-total Skyward Cost~~ ~~(Skyward Cos~~	$ 95,355	$ 22,027	~~73,32873~~ 328	$ 22,027	~~$1,30151~~ 301	~~$19,036.50~~ 18,036.50	~~$33~~	~~$16,632.25~~	~~$16,632.25~~	~~$16,632.25~~	~~$16,632.25~~
NEFEC ETS Fees (Projection based on SY2020-21)	$ ~~354,620~~,620	~~$ 39,250~~9350		~~$ 80,467~~		~~79,2917~~ 301		~~$ 77,80~~		$ 77,806	
Skyward ALF	~~$ 76,337~~	~~$ 9,909~~9109		~~$ 10,19~~ 810'		~~$13,311~~ $ 13311'		~~$16493~~ 16392'		$ 17,013'	
*** Total	~~$ 526,312~~526312	~~$ 71,186~~71386		~~$122,304~~ 22304		~~$110,538.50~~ 10538.50		~~$110330.25~~ 0330.25		~~$111,453.25~~ 11,453.25	

Total Obligation includes:

~~All~~ All Skyward Software Costs
~~Purchase~~
~~Installation~~
Purchase
Installation
Training (~~including~~ including travel)
~~Annual license~~ Annual
License Fees Conversion Cost

Assumptions:

NEFEC ETS cost approved ~~annually~~ annually by Advisory Council and subject to reductions or increases based on district needs.

INFO ONLY

SCSB 2021-07 2022-03 (REVISED/RENEWAL)

INFO ONLY

ATTACHMENT # ~~21-051-A27~~ 22-051-A27 TO CONTRACT # ~~731-21-051~~ 731-22-051 BETWEEN THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS NEFEC, FOR THE SERVICES OF A BUILDING CODE ADMINISTRATOR.

This contract period shall be from July 1, ~~2020~~2021, to June 30, ~~2021~~2022, unless otherwise amended/extended by mutual agreement.

I. OBLIGATIONS OF NEFEC:

NEFEC hereby agrees to the following:

A. To employ a Building Code Administrator in accordance with the procedures established by the BCA Advisory Committee. The individual will report to each of the district contacts as well as NEFEC's Associate Executive Director.
B. To issue all permits required by the Florida Building Code and State Statute 1013.38 (School Boards to ensure that facilities comply with building codes and life safety codes).
C. Permits issued will cover any new construction, remodeling, and renovations of any facilities and the repair, removal, enlargement, alteration, conversion or replacement of any electrical, gas, mechanical or plumbing systems.
D. To review and approve plans, and construction documents to be permitted and coordinate plan review with the appropriate fire safety inspector.
E. To inspect all phases of the construction project for the required inspections and visit the job site to coordinate the construction process.
F. To meet with contractors, architects, and engineers on preconstruction planning and during the construction project.
G. To issue an annual maintenance permit as required by State Statute 553.80(6) (d) and SREF.
H. To review district annual facility maintenance permit work orders for compliance with the State Statues, State Requirements for Educational Facilities (SREF), Florida Building Code and the Florida Fire Prevention code.
I. To perform code compliance inspections for work orders that fall under the annual facility maintenance permit. This includes any alterations to existing electrical, gas, mechanical, plumbing systems. Any emergency repairs, minor renovations and minor remodeling as long as the projects do not exceed $200,000.00 per project.
J. To issue day labor project permits for any construction projects estimated to cost $200,000.00 or less and perform code compliance inspections.
K. To provide training and updates for the Florida Building Code and the State Requirements for Educational Facilities (SREF) for maintenance personnel.
L. To perform annual inspections for all portable classrooms as required by SREF and the Florida Building Code.

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II. OBLIGATIONS OF THE BOARD:

The Board hereby agrees:

A. To cooperate expeditiously in all matters requiring concurrence or approval in order that NEFEC will not be unduly delayed in performing contractual obligations.
B. To designate Dir. of Facilities , a staff member of the Suwannee County District Schools, to act on behalf of the Board in all matters in connection with this contract attachment and approve all reports, drafts and invoices.
C. To provide temporary office space as needed by staff.
D. To pay NEFEC $26,490.12, which is a proportionate share of the agreed upon budget for FY ~~2020-2021~~2021-2022. Participating districts include Baker, Gilchrist, Hamilton, Levy, Suwannee and Union Counties.
E. That participation in this program shall be on the annual option renewal. In the event of withdrawal from this program, the Board shall provide a sixty (60) day written notice of intent to withdraw and subsequently withdraw at fiscal year end June 30, ~~2021~~2022.

That this contractual attachment is incorporated into and subject to all terms and conditions of the master contractual agreement.

INFO ONLY

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ATTACHMENT #~~21-051-A43~~ 22-051-A43 TO CONTRACT #~~731-21-051~~ 731-22-051 BETWEEN THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS NEFEC, TO PROVIDE HUMAN RESOURCE MANAGEMENT NETWORK SERVICES AND RELATED SUPPORT SERVICES:

~~This contract period shall be from July 1, 2020, to June 30, 2021, unless otherwise amended/extended by mutual agreement.~~

I. ~~I.~~ OBLIGATIONS OF NEFEC:

NEFEC agrees to the following:

A. Assist Human Resources Management Network members in streamlining their Human Capital Management Systems.
B. Facilitate networking and sharing of best practices.
C. Assist districts in planning and coordinating targeted professional development for Human Resource Management Network members.
D. Collaborate and inform members of the Human Resource Management Network on all matters related to innovative recruitment and retention initiatives/strategies.
E. Provide training and support for implementation of Skyward Fast Track.
F. Assist participating districts in developing recruitment programs and marketing materials.
G. Target specific universities and teaching colleges within Florida and out-of-state (if applicable) for recruitment visits (includes registration fees for respective career fairs).
H. Coordinate with district staff to plan a recruitment event for the Northeast Florida Region based on district's needs.
I. Work with districts and NEFEC staff to implement comprehensive induction programs that include mentoring, staffing high need/critical areas, alternative certification options, and community involvement in welcoming and supporting new teachers.
J. Work with districts on grow your own teacher initiatives.
K. Serve as a liaison with the Florida Department of Education's Recruitment and Retention Office and work to secure support for NEFEC recruitment initiatives.
L. Assist districts with the use of Human Capital Management System data.

II. ~~II.~~ OBLIGATIONS OF THE BOARD:

The Board agrees:

A. To designate the following district staff member Dir. of H. R. ~~,~~ _____ to act as the Human Resource Management Network contact.
~~B. To pay NEFEC $4,332.14 based on the previous October enrollment figures. This represents a one year, fifteen percent (15%) discount to assist the District with funding implications that are a result of the COVID-19 pandemic.~~
B. To pay NEFEC $5,085.42 based on a 66 FTE (FTE figures are based on the 2020-2021 FEFP Second Calculation enrollment of 5,887) plus $1,200.00 base fee. NEFEC will invoice the Board upon receipt of the this properly signed contract.
C. To cooperate expeditiously in all matters requiring concurrence or approval in order that NEFEC will not be unduly delayed in performing contractual obligations.
D. This contractual attachment is incorporated into and subject to all terms and conditions of the master contractual agreement.

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Cooperative Agreement
Between
Meridian Behavioral Healthcare, Inc.
and
The School Board of Suwannee County, Florida

THIS AGREEMENT ("Agreement") is entered into by and between Meridian Behavioral Healthcare, Inc., a Florida Not for Profit Corporation, 1565 SW Williston Road, Gainesville, FL 32608 ("Meridian") and the School Board of Suwannee County, 1740 Ohio Avenue South, Live Oak, FL 32064 ("School Board").

WHEREAS, the School Board desires to purchase certain therapeutic and preventive mental health and substance abuse services to its students who are in need of such services; and

WHEREAS, Meridian Behavioral Healthcare, Inc. has professionally trained psychiatrists, Advanced Practice Registered Nurses, clinical social workers, licensed therapists, mental health counselors, case managers, and prevention specialists available to provide such services; and

WHEREAS, Meridian Behavioral Healthcare has a full continuum of behavioral health services, including crisis care, residential treatment, and inpatient services, to augment outpatient care available to students in need of services;

NOW THEREFORE, in consideration of the premises and the mutual covenants and conditions contained herein, the Parties agree as follows:

A. Particulars of This Agreement

1. Duration: This Agreement shall commence on the date of execution by both parties and shall continue until June 30, 2022.

2. Renewability: This Agreement shall not be automatically renewable.

3. Modification: This Agreement may be modified only by separate written agreement appended hereto and signed by both parties.

4. Contract Managers: Contract Manager for Meridian Behavioral Healthcare, Inc. will be Don Savoie, President and CEO or his designee. Contract Manager for the School Board will be Ted Roush, Superintendent or his/her designee.

5. Notices, Authorizations, Billings and Reports: All notices, authorizations, bills and reports, or any other documentation required by this Agreement to be provided by one party to the other shall be sent as follows:

The School Board of Suwannee County, Florida
1740 Ohio Avenue South
Live Oak, FL 32064
Attention: Ted Roush, Superintendent
Also with email copy to: superintendent@suwannee.k12.fl.us

Meridian Behavioral Healthcare, Inc.
1565 SW Williston Road, Gainesville, FL 32608
Attention: Don Savoie President/CEO
don_savoie@mbhci.org

B. Responsibilities of the School Board

1. Payment: School Board shall pay for services rendered to any student who is referred for services pursuant to this agreement, according to the rate plan included in Attachment A. These rates will apply only when the child is not eligible for Medicaid, state funding, or commercial insurance, OR when the service provided is not reimbursable under the rules and limitations of these fund sources including benefits exhausted.

   The School Board shall be billed on a monthly basis by the 15th of the month following the provision of services. Payment shall be made monthly upon receipt of a billing invoice from Meridian.

2. Determining Eligibility for Services: The School Board is responsible for determining eligibility for service referral. A student may be referred for services under this Agreement if he/she meets the following conditions:
   a. Is under 25 years of age and is enrolled in Suwannee County Schools; and
   b. Is identified as eligible for Exceptional Student Education services and/or has significant behavioral or emotional difficulties; or
   c. Is in need of mental health or substance abuse services for one or more of the following reasons:
      1) Reported family or peer problem that causes significant distress or interference with functioning with peers, at home, or school.
      2) Traumatic experience (e.g., abuse, loss of loved one, medical problems, or other crisis) that results in significant distress or interference with functioning with peers, at home, or school.
      3) Excessive absenteeism associated with emotional problems.
      4) Academic performance below expected level associated with emotional problems.
      5) Multiple behavioral difficulties at school associated with emotional problems.
      6) Medications require close monitoring and collaboration.
      7) Recent change of program placement indicates the need for transitional support.
      8) Underage drinking or other substance use
      9) In-school suspension

10) Child indicates he/she perceives that he/she is in an emotional crisis and requests professional services

3. Referral Process: The School board will refer eligible students through the principal or his/her designee in accordance with the criteria listed above.

The School Board agrees to designate personnel from each school such as the guidance counselor to be active with Meridian assigned school therapist and Meridian Program Manager for processing referrals and to facilitate having school referred/Meridian-involved students prepared i.e. in office area or other designated location, at agreed upon consecutive time slots, for school based clinical sessions.

The School Board is contracting for Meridian to dedicate one full time equivalent clinician(s) to provide assessments, treatment planning and clinical interventions on site at school for Suwannee County schools. Each dedicated clinician to carry a caseload up to sixty clients. Contracted clinician to provide screenings, group and individual therapy to students. School board agrees to not refer to student to other providers for services Meridian clinicians are providing. Mobile Response team to be utilized as first service to respond to crisis when contracted Meridian clinician is not on location at the time of the crisis.

Meridian will respond to all requests for referral for mental health screenings within 3 school days. If the referral is accepted, the assessment of students at risk for mental health disorders will occur within 15 days of referral. Parent or guardian consent must be obtained prior to referral for a mental health screening. If Meridian is selected to provide ongoing care by guardian; school-based mental health services will be initiated within 15 days after identification and assessment, and community based mental health services, if identified, will be initiated within 30 days after the school or district makes a referral. Suwannee County School Board agrees to refer all students being served, beyond those being served by Suwannee County school counseling personnel, in need of mental health and substance services, to Meridian Behavioral Healthcare.

The School Board understands for school referred/Meridian-involved students to be served routinely by additional Meridian clinicians (outside of the purchased FTE Meridian clinician) the clinician(s) will need to have enough referred students to justify the time and travel involved in getting to those schools. When neither is the case, the school referred students may be seen at local Meridian offices instead of the respective school. The School Board is purchasing additional time for clinician to be present for services that are not billable to Medicaid or third party insurance or other available funding, including but not limited to crisis intervention, consultation, and training

4. Liability and Protection of Health Information: The School Board agrees to render full cooperation with Meridian in recommending and referring students for counseling and/or consultation, and to facilitate Meridian's obtaining consent for treatment and releases of information.

Additionally, the School Board agrees to protect confidential health information in accordance with applicable law. Meridian will clearly identify on its face any confidential health information subject to the Health Insurance Portability and Accountability Act (HIPAA) and/or 42 CFR Part Two, Florida Statutes, Section 90.503, 394.4615 and 456.057 which Meridian provides to School Board, pursuant to a properly executed release of information.

5. Office Space and Resources: The School Board agrees to furnish Meridian staff with appropriate workspace at those sites where services are provided. The space does not need to be continuously available, but does need to be suitable for therapy sessions and available when the therapist is on site.

   As part of this Agreement; it is required that Meridian staff providing services on premises have access to the internet for the purposes of connecting to Meridian's EMR (Electronic Medical Records) to document care and treatment of clients provided at Suwannee County location(s) and to deliver services via synchronous telehealth as necessary for crisis situations. Access required will be via secure VPN (Virtual Private Network) and can be delivered either by Ethernet (wired connection) or secure wireless. Any use by Meridian staff of the School Board's internet access will be subject to the School Board's policies and procedures.

6. The School Board agrees to install an approved HIPAA-compliant application on computer(s) with camera and microphone and located in a secure space that affords privacy. This is a free application that enables school personnel to access a therapist or other clinical staff by telehealth to provide services to youths when a therapist is not available onsite. School to accommodate telehealth equipment including telehealth stations and iPad(s) to enable delivery of services including individual therapy, crisis intervention, consultation to educational staff, and evaluation for Baker or Marchman Acts. Meridian Information Systems staff will provide technical support specific to installation and use of this application and related equipment to access Meridian services.

C. Responsibilities of Meridian

1. Staffing: Meridian will provide appropriately qualified staff in sufficient numbers to meet the service demands of this Agreement. Staff will have sufficient education, training and experience to conduct the procedures described in the "Service and Rate Schedule" in Attachment A, which is incorporated herein by reference.

2. Billing: Meridian will submit a monthly invoice to the School Board for therapeutic services provided by Meridian staff to be reimbursed under this contract. Invoices shall include details of the duration, types, and locations of services provided, and where applicable, the name of the student served.

3. Record Keeping: Meridian will keep individualized medical treatment records for all individuals served under this Agreement. Storage and release of treatment records shall comply with applicable State and Federal law. Records are the sole property of Meridian.

Meridian will keep all student Educational Records in Meridian's possession confidential and exempt in keeping with the provisions of Section 1002.22, Florida Statutes, Section 90.503, 394.4615 and 456.057 and the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. s. 1232g, and the federal regulations issued pursuant thereto.

4. Communication with School Personnel: Meridian staff, subcontractors, and agents will obtain parent/guardian consent to communicate freely with school personnel about the referred child's progress in treatment. This communication shall be subject to the limits and provisions outlined in the consent. Meridian staff will provide quarterly progress reports on each student served under this Agreement. Meridian staff will also maintain a weekly schedule log of services provided. Meridian staff will collaborate with school personnel to plan and implement IEPs and behavior plans for students served under this Agreement.

5. Scheduling: Meridian staff will provide services within the constraints of the school day and make every effort to minimize disruption to the learning environment.

6. Additional consultation: Meridian will provide the following consultation services, upon request, within available resources:
   a. Florida licensed clinical social worker, marriage and family therapist, or mental health counselor as a member of Threat Assessment Teams.
   b. Primary therapist or other clinical staff as part of team meetings with student, parent(s), teachers and other school personnel to develop plans for transition, safety, and follow up services for students returning to school following a Baker or Marchman Act evaluation and/or admission to an inpatient crisis stabilization unit.
   c. Examination and consultation, in person or via telehealth, to assess need to initiate a Baker or Marchman Act evaluation; licensed staff may also initiate the Baker or Marchman Act, when criteria are met.
   d. Brief consultation and referral to school staff regarding students not qualifying for or receiving services under this agreement.
   e. Mental Health First Aid training for educational staff.
   f. Trauma Informed practices training for educational staff.

7. Insurance: Meridian shall be responsible for providing adequate liability and malpractice insurance for the activities described in the Agreement and to that end at all times during the existence of this Agreement Meridian will maintain in force and effect insurance as set forth in Attachment B to the "Cooperative Agreement Between Meridian Behavioral Healthcare, Inc. and The School Board of Suwannee County, Florida" for 2021-2022, which is attached and incorporated into this Agreement by reference and Meridian will provide the School Board with proof of this insurance coverage through a Certificate of Coverage and Meridian agrees to maintain in force and effect, at all times during the existence of this contract, liability/malpractice insurance coverage to cover the contracted services. The Contractor will provide the School Board with evidence of such coverage through a Certificate of Insurance.

8. Level II Background Screening: Prior to any Meridian staff, working with students of the School Board, Meridian's staff must satisfy the following provisions which implement the requirements of Board Policy, Florida Statute Sections 435.04, 1012.315,1012.32,1012.465 (Jessica Lunsford Act),1012.467 and 1012.468 are included as terms and conditions of this contract:

Fingerprinting and Background Checks:
Meridian will follow procedures for obtaining employees background screening as established by the School Board. To that end Meridian agrees to comply with all requirements of the School Board's Policy and the requirements of Florida Statutes Sections 435.04, 1012.315, 1012.32,1012.465 (Jessica Lunsford Act) 1012.467 and 1012.468 and any applicable requirements under the new Health and Safety Standards under Chapter 65C-22 and 65C-20, F.A.C, and the 2016 amendments to Section 402.302, and follow-on revisions to 6M-4.620 F.A.C. and 65C-22.003 F.A.C. by certifying that Meridian and Meridian's Staff have completed the mandatory background screenings as required by the referenced policies and statutes. These certifications will be provided to the School Board's superintendent or his/her designee in advance of Meridian providing any/all services under this Agreement. Meridian will bear the cost of all fingerprinting and acquiring the background screening required hereunder and any/all fees imposed by the Florida Department of Law Enforcement and the School Board to conduct the searches and maintain the fingerprints provided with respect to Meridian and Meridian's staff. Meridian will indemnify and hold harmless the School Board against liability in the form of physical or mental injury, death, or property damage resulting from the Meridian's failure to comply with the requirements of these cited policies and statutes.

Meridian will immediately notify the School Board Personnel Department or designee when Meridian discovers that any employee who has contact with, or may have contact with the School Board's students either commits an act that would disqualify them from student contact, or has an item surface during the five (5) year re-screening that disqualifies them from working with students.

Jessica Lunsford Act – Contractor Certification: Meridian personnel include permanent employees, subcontractors, and agents. By accepting this Agreement, Meridian swears and affirms under penalty of perjury that all of its employees, agents, and subcontractors will comply with the requirements of the Jessica Lunsford Act, School Board fingerprinting procedures, and the laws of the State of Florida. Failure to comply with the above shall constitute a material breach of this Agreement, and the School Board may avail itself of all remedies pursuant to law. Meridian agrees to indemnify and hold harmless the School Board, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal and mental injury, death, property damages, and attorney fees, arising out of or relating to Meridian's failure to comply with the above. The School Board is required to conduct background screening of anyone coming in contact with the School Board's students. Background screening includes submission of fingerprints (to include employees, agents, and subcontractors) to the FDLE and FBI. The standard to be applied for the screening depends on the nature of the work to be performed. There are exemptions to the

fingerprinting and background screening requirements of the Act. However, even if a contractor is exempt from fingerprinting and background screening, it will be subject to a search of its name against the registration information regarding sexual predators and sexual offenders maintained by the FDLE under s. 943.043 and the national sex offender public registry maintained by the U.S. Department of Justice.

D. The Parties Jointly Agree

1. Periodic Meetings: Meridian staff and School Board personnel agree to meet periodically to evaluate the demand for services, caseload and billable units to determine appropriate staffing patterns for this Agreement. The Parties also agree to meet, as needed, to develop or refine procedures related to referral and onsite screening processes.

2. Evaluation: Evaluation of the quality of services will be the joint responsibility of both Parties. Meridian will assess quality of services through documentation auditing and peer review procedures, according to Meridian standards. Additionally, Meridian will seek input from School Board staff on a periodic basis, including the completion of annual satisfaction surveys. School Board staff will be responsible for assessing student's academic progress. School Board staff will notify Meridian immediately of any concerns regarding professional conduct or services provided by Meridian.

3. Non-discrimination Policy: The School Board and Meridian agree that students will be counseled without regard to race, color, creed, national origin, age, sex, or economic status. Likewise, Meridian shall not use discriminatory practices in the hiring of staff used to provide services under this Agreement.

4. Independence and Mutual Indemnification: It is understood that employees of Meridian are not agents or employees of the School Board, and employees of the School Board are not agents or employees of Meridian. Neither party to this Agreement assumes any liability for any acts or omissions of the other party or of the agents or employees of the other party. Meridian agrees to indemnify, defend, and hold the School Board, its officers and employees, harmless from any and all liability of the School Board resulting from Meridian's provision of services pursuant to this Agreement.

5. Effective Date: This Agreement will be effective following July 1, 2021 and upon its execution by both parties and will expire on June 30, 2022. Prior to its expiration, either party may terminate this Agreement with or without cause, upon thirty (30) days' written notice to the other party.

6. Default and Remedy: In the event of the failure of either party to comply with any provision of this Agreement, the non-defaulting party shall notify the defaulting party in writing, stating specifically the provision that gives rise to the default. The defaulting party shall be entitled to a period of fifteen (15) days to cure the default. After such fifteen (15) day period, and the notwithstanding the provisions of paragraph five (5) above, the non-defaulting party may immediately terminate this Agreement by written notice. The failure of either party to exercise this right shall not be construed as a waiver of such right in the event of further default or non-compliance.

E. Additional Department of Education Compliance Requirements

1. Miscellaneous: This Agreement is to be governed by the laws of the State of Florida. Venue for disputes hereunder shall be in the County and Circuit Courts sitting in Alachua County, Florida. This contract is non-assignable by Meridian.

2. General: Meridian agrees to protect, defend, and save harmless the School Board against any demand for payment for the use of any patented material, process, device or article that may enter into the manufacture, construction, or form of any part of the materials or services covered by the order; and the Meridian agrees further to indemnify and save harmless the School Board, its officers, agents and employees from suits or action of every nature and description brought against it for, or on account of any injuries, death, or damages received or sustained by any party or parties by, or from any of the acts of the Meridian, its employees or agents.

3. Warranty-Materials and Services: Meridian expressly warrants that any materials and all work covered by this Agreement will conform to any specification, drawings, samples or other description, furnished or specified by the School Board, and if materials are provided they will be merchantable, of new material, of good workmanship, and free from defects, and fit and sufficient for the purposes intended.

4. Services: Meridian will cause their staff to perform the services under this Agreement in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified personnel, equipment and materials. If all or any part of the services is found by the School Board to be unprofessional, inadequate, or otherwise defective (regardless of whether or not payment for such services has been made) for reasons attributable to Meridian, Meridian shall re-perform at its own expense that aspect of the services found to be defective.

5. Cancellation/Termination: The School Board may cancel all or any services called for under this Agreement if Meridian does not perform as specified, or if Meridian defaults on any of the terms hereof. In the case of default, the School Board may procure the articles or services covered by this order from other sources and hold the Contractor responsible for any excess occasioned thereby.

   In any event, either party shall have the right to terminate this Agreement, or any services hereunder, for its convenience, including but not limited to circumstances of the School Board's loss or lack or non-appropriation of funds, upon thirty (30) days advance written notice to the other party. The School Board shall compensate Meridian for services rendered through the date of termination. Neither party shall be obligated hereunder nor likewise liable to pay the other for any other costs, losses, damages, or expenses arising out of or related to the termination of this Agreement or any services performed hereunder.

6. Waiver: The waiver by the School Board of any of the terms and conditions of this Agreement shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this /Agreement, and shall not be construed to be a waiver of any provision, except for the particular instance.

7. Debarment or Suspension: Meridian certifies that neither Meridian nor any of its principals or staff are debarred, suspended, or proposed for debarment for federal financial assistance (e.g. General Services Administration's *List of Parties Excluded from Federal Procurement and Non-Procurement Programs* as amended). Meridian or grantee further certifies that potential sub-recipients, subcontractors, or any of their principals are not debarred, suspended or proposed for debarment. Federal Acquisition Regulations clause 52.209-6, Protecting the Government's Interest when Sub-Contracting with Contractors, Debarred, Suspended or Proposed for Debarment, as amended, is incorporated herein by reference and is applicable to Agreements greater than $30,000.

8. Public Entity Crimes Affidavit: A person or affiliate who has been placed on the convicted Bidder's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO ($30,000) for a period of 36 months from the date of being placed on the convicted Bidder list.

9. Records Requirement: For Agreements funded by federal funds, subject to Florida Statutes, Section 90.503, 394.4615 and 456.057 Meridian agrees to grant access by the School Board, the Federal grantor agency, the Comptroller General of the United States, the Florida Auditor General or any of their duly authorized representatives to any books, documents, papers, and records of Meridian which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

    a. Meridian agrees to and shall ensure that all required records are retained. This Agreement is also subject to Attachment C, which is attached hereto and incorporated herein by reference, for compliance with Chapter 119, Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the duly authorized individuals below.

"Meridian"

MERIDIAN BEHAVIORAL HEALTHCARE, INC.

By: _____
Don Savoie Date
President/CEO

"School Board"

THE SCHOOL BOARD OF SUWANNEE COUNTY

By: _____
Ted Roush Date
Superintendent

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

ATTACHMENT A
SERVICE AND RATE SCHEDULE

Service Type:	**Full time Clinician**
Description:	Screenings, Individual and Group Outpatient Services, and Behavioral Onsite Therapeutic Support Services as listed below.
Rate of Reimbursement:	$25,000.00 per fiscal year. Sixty students maximum per clinical caseload.
Service Type:	**Screening**
Description:	Brief clinical evaluation using evidence-based and developmentally appropriate screening instruments for early identification of individuals at risk for mental health issues, substance abuse, or harm to self or others. Includes recommendations based on screening results, and linkage to more in-depth assessment if indicated.
Rate of Reimbursement:	$63.25 per screening
Service Type:	**Individual Outpatient Services**
Description:	Includes assessment, individual therapy, clinical on-site services, family therapy, treatment planning, crisis intervention, evaluation, brief (non-psychiatric) clinic visit, collateral therapy, intensive therapeutic on-site services, individual psycho-educational interventions, provided in person or synchronous telehealth.
Rate of reimbursement:	$95 per hourly unit; rounded up to the nearest 10-minute increment; Example: 45 minutes is rounded up to 50 minutes= 0.83 units=$79.16
Service Type:	**Group Outpatient Services**
Description:	Includes group therapy and group psychoeducational services.
Rate of reimbursement:	$22.50 per hourly unit; rounded up to the nearest 10-minute increment.
Service Type:	**Behavioral On-site Therapeutic Support Services**
Description:	Includes One-to-one supervision, intervention and skills training based on client(s) treatment plan.
Rate of reimbursement:	$38 per hourly unit; rounded up to the nearest 10-minute increment. (H2019HM)

Service Type:	**Psychiatric Evaluation**
Description:	Comprehensive psychiatric evaluation, provided in person or via synchronous telehealth
Rate of Reimbursement:	$300 per service event if performed by a psychiatrist; $225 if performed by an APRN; typically, a one-hour visit.
Service Type:	**Psychiatric Medication Follow-up**
Description:	Medication monitoring and follow-up, provided in person or via synchronous telehealth.
Rate of reimbursement:	$120 per service event; typically, a brief visit
Service Type:	**Outreach**
Description:	Outreach services are intended to engage students in services, assist staff to make appropriate referrals for treatment and other services for students, and consult with and support school staff in working with students who have behavioral health issues.
Rate of reimbursement:	$45.75 per hour, rounded up to the nearest 10-minute increment.
Service Type:	**Behavior Assessment**
Description	Assessment by a licensed and trained clinician to provide a clear operational description of the maladaptive behavior(s) including identification of the events, times, and situations that appear to be associated to the occurrence of the maladaptive behavior(s); identification of functional consequences of maladaptive behavior(s); development of summary statements that describe the maladaptive behavior(s) and its (their) functions; and a summary and recommendations. **This service requires physician authorization.**
Rate of Reimbursement:	$385.19 per assessment.
Service Type:	**Behavior Analysis**
Description	Implementation of a plan based on a behavior assessment; the plan includes observable and measurable descriptions of maladaptive behaviors; identified functions of the behaviors; goals and strategies to change the behaviors; written descriptions of when, where, and how strategies will be implemented; how progress will be evaluated; safety plan, if applicable; discharge criteria; transition plan, if applicable. **This service requires physician authorization.**
Rate of Reimbursement:	$69.00 per hour for technician level; $90.00 per hour for assistant behavior analyst; $160 per hour for lead analyst. Rounded up to the nearest 10-minute increment.

Service Type:	**Prevention** Meridian offers different evidence-based programs in the classroom or group setting. With one or more of these programs combined with supplemental material/classes/presentations specific to meeting the needs of your school, *Meridian is able to meet all of the standards included in State DOE rules for Mental and Emotional Health Education (6A-1.094121), Substance Use and Abuse Health Education (6A-1.094122), and Child Trafficking Prevention Education (6A-1.094123). Programs include*
Description:	**Ropes Course** - Team building activity that enhances self-confidence, team work, communication, initiative and problem solving skills in students. Ropes course activities consist of real and imaginary obstacles designed to challenge groups and individuals to work together to accomplish tasks, usually in an outdoor setting.
Rate of Reimbursement:	*$250 per 2-hour group (up to 15 students) *$350 per 3-hour group (up to 15 students) *School rate only.
Description:	**All Stars** is a continuum of prevention programs, for grades 4-12, designed to delay the onset of risky behaviors with adolescents. All Stars aligns with the National Health Education Standards allowing for easy integration into any health or wellness curriculum.
Rate of Reimbursement:	$1125 per 13-week one-hour group
Description:	**Girls Circle** is a structured group for girls from 9-18 years, integrating relational theory, resiliency practices, and skills training in a specific format designed to increase positive connection, personal and collective strengths, and competence in girls. *With 14 available curriculums that include 8-13 lessons each, it is possible to tailor an individualized program that meets the needs of your school and/or aligns with the State DOE rules for Mental and Emotional Health Education (6A-1.094121), Substance Use and Abuse Health Education (6A-1.094122), and Child Trafficking Prevention Education (6A-1.094123). Curriculum offers a virtual and/or hybrid delivery option*
Rate of Reimbursement:	$950 per 8-weeks, 1.5 hour groups

Description:	**Life Skills Training** has versions for third through fifth graders (8 class sessions); middle school (15 class sessions) and ninth and tenth grades (10 class sessions). The curriculum focuses on developing skills to manage emotions, improve interpersonal relationships and social skills, and prevention of substance abuse. *Curriculum includes 7 of the 10 required topics in the State DOE rule for 5 hours of Mental and Emotional Health Education (6A-1.094121) in grades 6-12 (supplemental material to meet all 10 is available outside of this curriculum) as well as all elements of Substance Use and Abuse Health Education (6A-1.094122). Sessions are 30-45 minutes. Curriculum offers a virtual and/or hybrid delivery option Sessions are 30-45 minutes.*
Rate of Reimbursement:	$600 for elementary curriculum $1025 for middle school $850 for high school
Description:	**RadKIDS** comprehensive personal empowerment safety education program for elementary school students. RadKIDS is a 10hr curriculum that combines traditional classroom work with dynamic simulation and physical skills to reinforce boundary setting and skills. *RadKIDS aligns with Local, State, and National Standards for Health and Physical Education and meets the state DOE rules for Child Trafficking Prevention Education (6A-1.094123) and Substance Use and Abuse Health Education (6A-1.094122).* In partnership with law enforcement agencies, RadKIDS includes lessons on anti-bullying, drug safety, gun safety, fire safety, stranger safety, home safety, personal touch, car safety, bike safety, physical resistance to violence, and additional safety related topics. 25 student maximum class size.
Rate of Reimbursement:	$670.00 per course.
Description:	**Elephant in the Room** is 1hr Suicide Prevention program with curriculum guided discussion around the educational film "Not Alone". Appropriate for middle and high school students, *this program meets the Suicide Prevention (in addition to 3 other) requirements in the state DOE rules for Mental and Emotional Health Education (6A-1.094121) in* grades 6-12.
Rate of Reimbursement:	$150.00 per session

Description:	**Strengthening Families** is an 11 session family skills training program for parents and youth (ages 0-17), designed to teach parents what skill they need to help prevent their kids from using alcohol or drugs, developing mental health issues, and participating in delinquent behavior. The skills focus on family bonding, setting boundaries, and monitoring behavior. Sessions are 30 minutes.
Rate of Reimbursement:	$600 per 11 session course.

Service Type: **Consultation Services**

Description	Licensed clinician to participate in interdisciplinary team staffing with school personnel. This includes but is not limited to: • Threat Assessment Teams • Transition planning for youths re-entering school following a Baker or Marchman Act or inpatient psychiatric episode of care. • Trauma-informed services training
Rate of Reimbursement:	$100 per hour

Service Type: **Mental Health First Aid Training**

Description:	Eight-hour training in evidence-based approach to identify and intervene with youths experiencing a crisis due to mental or substance use disorders.
Rate of Reimbursement:	$600 per class, maximum 25 persons per class

Service Type: **Mobile Response Team (MRT)**

Description:	The mobile response team (MR) will be available to provide services to individuals experiencing a critical mental health crisis. Services will be performed on-site or through telehealth by trained professional staff within 60 minutes after receiving the crisis call. We will have telehealth equipment available to expedite services. The MRT will provide follow up, referral services and care coordinators to ensure warm handoffs to behavioral health treatment and other community services based on the student and family needs. Services are available 24/7 and can be accessed using our crisis line.
Rate of Reimbursement:	No charge for this service.

ATTACHMENT B

INSURANCE REQUIREMENTS UNDER THE "AGREEMENT":

GENERAL LIABILITY

1. Meridian shall maintain commercial general liability insurance with a minimum limit of $1,000,000 per occurrence, $2,000,000 general aggregate, and $2,000,000 Products/Completed Operations Aggregate for bodily injury and property damage.
2. As work performed under the contract will require contact with students Meridian's insurance coverage must include sexual abuse and molestation.
3. The policy must name The School Board of Suwannee County, Florida, its Officers, Employees, Volunteers and Agents as additional insured using ISO additional insured endorsement CG 20 26 or its equivalent.
4. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs available to The School Board of Suwannee County, Florida using ISO endorsement CG 20 01 or its equivalent.

AUTOMOBILE LIABILITY

1. Meridian shall maintain automobile liability insurance with a minimum limit of $1,000,000 each accident for bodily injury and property damage.
2. Coverage must include all owned, leased, hired, non-owned, and employee non-owned vehicles and, where applicable, provide personal injury protection.

WORKERS' COMPENSATION/EMPLOYERS' LIABILITY

1. Meridian agrees to maintain workers' compensation coverage in accordance with Chapter 440, Florida Statutes as may be amended from time to time, including employer's liability insurance.
2. The minimum Employers' Liability limits required are $500,000/$500,000/$500,000.
3. Coverage will apply to all those persons rendering services to Meridian for The School Board of Suwannee County, Florida.
4. The policy will provide a Waiver of Subrogation endorsement in favor of The School Board of Suwannee County, Florida, its Officers, Employees, Volunteers and Agents.

NOTICE OF CANCELLATION

1. Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given under the Agreement to the School Board except when cancellation is for non-payment of premium; then ten (10) days' prior written notice may be given to the School Board.
2. Such notice shall be sent directly to the School Board at the addresses in the Agreement.

3. If any insurance company refuses to provide the required notice, Meridian or its insurance broker shall notify the School Board of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt by Meridian or its insurance broker of insurer's notification to that effect.

PROFESSIONAL LIABILITY

1. Meridian shall maintain professional liability insurance with a minimum limit of $1,000,000 each claim and $2,000,000 aggregate covering professional misconduct or lack of ordinary skill for those positions defined in the scope of services in the Agreement.
2. Meridian must provide proof of coverage for up to three (3) years after the completion of the project.
3. Meridian agrees to provide the Board with a certificate or certificates of insurance evidencing the required insurance. Compliance with the requirements of this paragraph shall not relieve the Meridian of its liability and obligations under the Agreement.

ATTACHMENT C

MAINTENANCE AND PUBLIC ACCESS TO RECORDS

Under the Agreement and in compliance with F.S. 119.0701(2016) Meridian shall:

A. Keep and maintain public records that would ordinarily and necessarily be required by the School Board in order to perform the services provided by Meridian under tlie Agreement subject to the records governed by Florida Statutes, Section 90.503, 394.4615 and 456.057 documents created by Meridian related to this contract shall be considered a public record. This includes, without limitation, any and all financial, accounting, instructional, curriculum, testing, operational or service records or reports kept, generated or issued as a normal part of the services provided.

B. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes 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 for the duration of the Agreement term and following completion of the Agreement if Meridian does not transfer all the records to the School Board.

D. Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in possession of Meridian or keep and maintain public records required by the School Board to perform the service. If Meridian transfers all public records to the School Board upon completion of the Agreement, Meridian shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Meridian keeps and maintains public records upon completion of the Agreement, Meridian shall meet all applicable legal requirements for retaining the type of Public Records kept and maintained by Meridian. 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 Meridian does not comply with a public records request, the School Board shall be entitled to enforce these contract provisions by any legal or equitable means available, including, without limitation, damages, injunctive relief or both.

Failure of Meridian to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event a civil action is filed against Meridian to compel production of public records where Meridian has unlawfully refused to comply with the public records request within the time required by law, the Plaintiff may be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from Meridian as authorized by 119.0701, Fla. Stat.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT SUWANNEE CUSTODIAN OF PUBLIC RECORDS, FOR QUESTIONS REGARDING MERIDIAN FINANCIAL RECORDS, CONTACT MERIDIAN'S CHIEF FINANCIAL OFFICER, LAWRENCE FRANK AT (352)374-5600, 1565 SW WILLISTON ROAD, GAINESVILLE, FL 32608. FOR MERIDIAN CLINICAL RECORDS, CONTACT MERIDIAN'S CHIEF INFORMATION OFFICER, MELISA URRUTIA AT, (352) 374-5600, 1565 SW WILLISTON ROAD, GAINESVILLE, FL 32608.

Suwannee County Full School Board Cooperative Agreement 2021-2022

BUSINESS ASSOCIATE AGREEMENT

THIS **BUSINESS ASSOCIATE AGREEMENT** (this "Agreement") is entered into, and effective on the date of execution by both parties (the "Effective Date") by and between Meridian Behavioral Healthcare, Inc. ("Meridian" or "Covered Entity") and Suwannee County School Board ("Business Associate"). The parties to this Agreement if not referred to as Covered Entity or Meridian or Business Associate may sometimes collectively be referred to "the Parties." The Parties mutually agree as follows:

INTRODUCTION

The purpose of this Agreement is to comply with the requirements of (i) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the associated regulations, as may be amended; (ii) the HIPAA Privacy Rule codified at, 45 C.F.R. Parts 160 and 164, Subparts A and E, as may be amended; (iii) the HIPAA Security Rule codified at 45 C.F.R. Part 160 and 164, Subpart C, as may be amended; (iv) the Breach Notification Rule, codified at 45 C.F.R. Part 164, Subpart D, as may be amended; (v) the Enforcement Rule codified at 45 C.F.R. Part 160, Subparts C and D, as may be amended; (vi) the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"); (vii) the Enforcement Rule codified at 42 C.F.R. Part 2, Confidentiality of Substance Use Disorder Patient Records; and (viii) the HIPAA Omnibus Final Rule published in the Federal Register at 78 Fed. Reg. 5,566 (Jan. 25, 2013), and effective on March 26, 2013. The HITECH Act provides further protection for the privacy and security of PHI used and disclosed through health information technology. The Privacy, Security, Breach Notification and Enforcement Rules are collectively referred to herein as the "HIPAA Rules." Unless otherwise defined in this Agreement, capitalized terms have the meanings given in the HIPAA Rules and the HITECH Act.

In consideration of the new and continuing obligations under the Services Agreement referenced below and other good and valuable consideration, the parties agree to comply with this Agreement and the requirements of the HIPAA Rules and the HITECH Act as follows:

1. **Services**. Meridian and Business Associate have entered into an agreement under which Business Associate will perform certain services for Meridian ("the Services Agreement") Under the Services Agreement, Business Associate may create, receive, use, maintain or transmit PHI from or on behalf of Covered Entity in the course of providing certain services (the "Services") for Covered Entity. The Services Agreement is incorporated herein by reference. In the event of a conflict between the terms of the Services Agreement and this Agreement, this Agreement shall control.

2. **Permitted Uses and Disclosures**. Business Associate may use and/or disclose PHI only as permitted or required by this Agreement, or as otherwise required by law. Business Associate may disclose PHI to, and permit the use of PHI by, its employees, contractors, agents, or other representatives only to the extent directly related to and necessary for the performance of Services under the Services Agreement. Business Associate shall make uses and disclosures, and

requests for PHI from Covered Entity, only in a manner consistent with HIPAA's minimum necessary requirements, and no more than the minimum PHI necessary to perform under the Services Agreement. Business Associate shall not use or disclose PHI in a manner (i) inconsistent with Covered Entity's obligations under the HIPAA Rules or the HITECH Act, or (ii) that would violate the HIPAA Rules or the HITECH Act if disclosed or used in such a manner by Covered Entity. Business Associate may use PHI for the proper management and administration of Business Associate's business and to carry out its responsibilities in accordance with 45 C.F.R. § 164.504(e)(4) and/or 42 C,.F.R. Part 2. Business Associate may not de-identify PHI received from, or created on behalf of Covered Entity without the express written authorization of Covered Entity. Business Associate shall make no use or disclosure of PHI in any manner which is contrary to the interest of Meridian or will cause Meridian harm.

3. **Safeguards for the Protection of PHI.** A Covered Entity, in accordance with §164.306, may permit a Business Associate to create, receive, maintain, or transmit electronic protected health information on the Covered Entity's behalf only if the Covered Entity obtains satisfactory assurances, in accordance with §164.314(a) that the Business Associate will appropriately safeguard the information. Business Associate shall conduct an accurate and thorough risk assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of Electronic PHI held by Covered Entity.

4. **Reporting and Mitigating the Effect of Unauthorized Uses and Disclosures.** If Business Associate has knowledge of any use or disclosure of PHI not provided for by this Agreement, then Business Associate shall promptly notify Covered Entity in accordance with Section 12. Business Associate shall establish and implement procedures and other reasonable efforts for mitigating, to the extent possible, any harmful effects arising from any improper use and/or disclosure of PHI of which it becomes aware. Furthermore, in the event Business Associate becomes aware of a Security Incident involving PHI, by itself or any of its agents or subcontractors, Business Associate shall notify Covered Entity in writing within ten (10) calendar days, of such Security Incident. Business Associate shall identify the: (i) date of the Security Incident; (ii) scope of the Security Incident; (iii) Business Associate's response to the Security Incident; and (iv) identification of the party responsible for the Security Incident, if known. Covered Entity and Business Associate agree to act together in good faith to take reasonable steps to investigate and mitigate any harm caused by such unauthorized use or Security Incident. For these purposes, a "Security Incident" shall mean the successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

5. **Data Breach Notification and Mitigation.** Business Associate agrees to promptly notify Covered Entity of any "Breach" of "Unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "Data Breach"). The Parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section, governs the determination of the date of a Data Breach. Business Associate shall, following the discovery of a Data Breach, promptly notify Covered Entity and in no event later than five (5) calendar days after Business Associate discovers such Data Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a Data Breach to Covered Entity, the discovery of a Data Breach shall occur as of the first day on which such Data Breach is known to Business Associate or, by exercising reasonable diligence, would have been known to

Business Associate. Business Associate shall be considered to have had knowledge of a Data Breach if the Data Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the Data Breach) who is an employee, officer or other agent of Business Associate. No later than five (5) calendar days following a Data Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the Data Breach notification requirements set forth at 45 C.F.R. §164.400 et seq. Specifically, if the following information is known to (or can be reasonably obtained by) Business Associate, Business Associate shall provide Covered Entity with: (i) contact information for Individuals who were or who may have been impacted by the Data Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the Data Breach, including the date of the Data Breach, date of discovery, and number of Individuals affected by the Data Breach; (iii) a description of the types of unsecured PHI involved in the Data Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnosis and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the Data Breach, mitigate harm to the Individual impacted by the Data Breach, and protect against future Data Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions and/or learn additional information concerning the Data Breach. Following a Data Breach, Business Associate shall have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the Data Breach, including but not limited to the information described in the items above.

6. **Use and Disclosure of PHI by Subcontractors, Agents, and Representatives.** Business Associate shall require any subcontractor, agent, or other representative that is authorized to create, receive, maintain, or transmit PHI on behalf of Business Associate to execute a business associate agreement to agree in writing to the same terms set forth herein. Business Associate shall terminate its business associate agreement with any subcontractor, agent or other representative if such subcontractor, agent or representative fails to abide by any material term of such agreement. Such business associate agreement shall identify Covered Entity as a third-party beneficiary with rights of enforcement in the event of any HIPAA violations. Any Agreement with any subcontractor, agent or other representative shall specifically include all of the terms of Paragraph 2 of this Agreement.

7. **Individual Rights.** Business Associate shall comply with the following Individual rights requirements as applicable to PHI used or maintained by Business Associate:

7.1. Right of Access. Business Associate agrees to provide access to PHI maintained by Business Associate in a Designated Record Set, at the request of Covered Entity, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. §164.524. Such access shall be provided by Business Associate in the time and manner designated by Covered Entity, including, where applicable, access by electronic means pursuant to Section 13405(e) of the HITECH Act.

7.2. Right of Amendment. Business Associate agrees to make any amendment(s) to PHI maintained by Business Associate in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

7.3. Right to Accounting of Disclosures. Business Associate agrees to document such disclosures of PHI as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, such information collected in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision.

7.4. No Waiver of Privilege. Notwithstanding 7.1, 7.2, and 7.3 above, Business Associate shall not permit access to any record if such access would violate Meridian's or Business Associate's ethical responsibilities or any privileges which Business Associate or Meridian may have under Florida or Federal law. To the maximum extent permitted by law, Meridian hereby reserves and retains any and all privileges which Meridian may have under Florida or Federal law related to the confidentiality of all patient records of Meridian or any attorney-client privilege or any attorney-work product privilege which Meridian may have with respect to Business Associate's performance of its obligations under this section. The parties acknowledge that Meridian retains the right to waive its attorney-client privilege with regard to its own records and to expressly instruct Business Associate to provide access to those records as a result of that waiver. In the event Meridian determines to waive any privilege which it may have, Meridian shall provide Business Associate with written notice of that waiver before Business Associate may act on any such decision.

8. **Ownership of PHI.** Covered Entity holds all right, title and interest in and to any and all PHI received by Business Associate from, or created or received by Business Associate on behalf of, Covered Entity, and Business Associate does not hold, and shall not acquire by virtue of this Agreement or by virtue of providing any services or goods to Covered Entity in the course of fulfilling its obligations pursuant to this Agreement, any right, title or interest in or to such PHI. Except as specified in this Agreement, Business Associate shall have no right to compile, distribute, make any statistical analysis, or develop any report utilizing any PHI provided to Business Associate under this Agreement nor may Business Associate release any information about PHI or the PHI to any other governmental or private agency or entity without the express written consent of Meridian.

9. **Prohibition on Sale of PHI.** Business Associate shall not sell or receive any remuneration, direct or indirect, of any kind in exchange for PHI or in exchange for the disclosure of PHI to any public or private agency or entity, except as expressly permitted by this Agreement or by the Services Agreement or by written authorization of Meridian.

10. **Inspection of Books and Records.** If Business Associate receives a request, made by or on behalf of HHS requiring Business Associate to make available its internal practices, books, and records relating to the use and disclosure of PHI to HHS for the purpose of determining compliance of Covered Entity with the Privacy Standards or the Security Standards, then Business Associate shall promptly notify Covered Entity of such request. Except as otherwise set forth below, Business Associate shall make its books and records relating to the use and disclosure of PHI by Covered Entity available to HHS and its authorized representatives for purposes of determining compliance of Covered Entity with the Privacy Standards and Security Standards.

To the extent permitted by law, Covered Entity hereby reserves and retains any and all privileges in which it has an interest under Federal or Florida law including attorney-client privilege or attorney-work product privilege with respect to Business Associate's performance if its obligations under this Agreement and this Section 10. Business Associate, to the maximum extent permitted by law, hereby reserves and retains any and all privileges it may have including all work product or other privileges or rights. If the Services Agreement is for legal services, then this section shall not be construed to require Business Associate to disclose or produce communications subject to the attorney-client, work-product, or other privileges or rights with respect to materials that analyze, evaluate or discuss the legal implication of PHI. Notwithstanding the above, in no event shall Business Associate delay complying with a request of HHS or its authorized representatives if such delay appears reasonably likely to result in any penalty, fine or other liability being levied or imposed upon Covered Entity (such likelihood to be determined in the sole discretion of Covered Entity), and Covered Entity has instructed Business Associate in writing to disclose the information requested by HHS or its authorized representatives. The Parties acknowledge that Covered Entity retains the right to: (i) waive the attorney-client privilege with regard to books and records, and (ii) expressly instruct Business Associate to provide HHS and its authorized representatives with such books and records in the event of such waiver.

11. **Term and Termination.**

11.1. Term. This Agreement shall commence on the Effective Date and end with the termination of the Services Agreement unless terminated sooner pursuant to Section 0.

11.2. Termination for Breach by Covered Entity. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), Covered Entity may immediately terminate this Agreement, all relevant Services Agreement(s) and any related agreements if Covered Entity determines that Business Associate has breached a material term of this Agreement. Alternatively, and in the sole discretion of Covered Entity, Covered Entity may choose to provide Business Associate with written notice of the existence of the breach and provide Business Associate with thirty (30) calendar days to cure said breach upon mutually agreeable terms.

11.3. Termination by Business Associate. If Business Associate determines that Covered Entity has breached a material term of this Agreement, then Business Associate shall provide Covered Entity with written notice of the existence of the breach and shall provide Covered Entity with thirty (30) calendar days to cure said breach upon mutually agreeable terms or end the violation within this thirty (30) day period. Failure by Covered

Entity to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Services Agreement by Business Associate.

11.4. Effect of Termination. Upon termination of this Agreement, Business Associate shall recover any PHI relating to this Agreement in possession of Business Associate and its subcontractors, agents, or representatives. Business Associate shall return to Covered Entity or destroy all such PHI plus all other PHI relating to this Agreement in its possession, and shall retain no copies. If Business Associate believes that it is not feasible to return or destroy the PHI as described above, Business Associate shall notify Covered Entity in writing. The notification shall include: (i) a written statement that Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, and (ii) the specific reasons for such determination. If the Parties agree that Business Associate cannot feasibly return or destroy the PHI, Business Associate shall ensure that any and all protections, requirements and restrictions contained in this Agreement shall be extended to any PHI retained after the termination of this Agreement, and that any further uses and/or disclosures shall be limited to the purposes that make the return or destruction of the PHI infeasible. If the Parties do not agree that Business Associate cannot feasibly return or destroy the PHI, then Business Associate shall comply with this Paragraph 11.4. If Business Associate refuses to comply with this Paragraph 11.4, then Covered Entity shall treat the refusal as a material breach of this Agreement. In all events, Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI. It is expressly understood that all limitations, restrictions or prohibitions on the use or disclosure of PHI by Business Associate shall continue to exist and shall survive termination of this Agreement for any reason.

12. **Notices**. Any and all notices and other communications required or permitted to be given under this Agreement shall be: (a) delivered by personal delivery, provided the person to whom delivered signs a receipt; (b) delivered by commercial courier such as Federal Express, provided the person to whom delivered signs a receipt or the commercial courier can verify delivery; (c) sent by overnight U.S. express mail, provided the postal service can verify delivery; (d) sent by registered or certified mail, postage prepaid, provided delivery is actually made; or (e) sent by facsimile, provided the person that sent the notice can verify delivery. All notices shall be sent to the following addresses or to such other addresses as shall be furnished by notice to the other party in accordance with the provisions of this Section 12:

If to Meridian Behavioral Healthcare, Inc.:
1565 SW Williston Road
Gainesville, FL 32608
Attn: Don Savoie
President/CEO

If to Suwannee County School Board:
1740 Ohio Avenue South
Live Oak, FL 32064
Attn: Ted Roush
Superintendent

13. **Miscellaneous**.

13.1. Survival. The respective rights and obligations of the Parties under Section 0 (Inspection of Books and Records), Section 0 (Effect of Termination), and Section 0 (Miscellaneous) shall survive termination of this Agreement indefinitely, and those other provisions of this Agreement that apply to rights or obligation of a Party, which continue or arise upon or after the termination of this Agreement shall survive the termination this Agreement to the extent necessary to enforce such rights and obligations and to otherwise effectuate such provisions. It is expressly understood that all limitations, restrictions or prohibitions on the use or disclosure of PHI by Business Associate shall continue to exist and shall survive termination of this Agreement for any reason.

13.2. State Law. In addition to HIPAA and the HITECH Act, Business Associate shall comply with all applicable Florida law related to patient privacy or other privacy restrictions on records of Meridian and federal security and privacy laws.

13.3. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

13.4. Amendment. This Agreement may be amended or modified only in a writing signed by the Parties. The Parties agree that they shall negotiate amendments to this Agreement to conform to any changes in the HIPAA Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Rules. In addition, in the event that either Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules or any other applicable legislation, then either Party has the right to terminate this Agreement and the Services Agreement upon written notice to the other Party.

13.5. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules and the HITECH Act and permit compliance with requirements of Florida patient confidentiality law to the extent they are more stringent than HIPAA Rules or the HITECH Act.

13.6. Governing Law; Venue. This Agreement shall be governed by and construed in all respects by the laws of the State of Florida. The state court forum for any action commenced under this Agreement shall be in the Circuit Court in and for the Eighth Judicial Circuit of Florida. In the event Federal Court jurisdiction is mandated by some state or federal law, then venue and jurisdiction shall be The United States District Court in the Northern District of Florida, Gainesville Division.

13.7. No Third Party Beneficiaries. Except as provided in Section 6, nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors and permitted assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

13.8. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, such unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect.

13.9. Assignment. Neither Party may assign this Agreement without the prior written consent of the other.

13.10. Attorney's Fees and Costs. Should legal action be required to enforce the terms of this Agreement, the prevailing Party will be entitled to receive from the other Party all costs incurred in connection with such action, including reasonable attorney, legal assistant, investigator, and other paralegal and clerical fees and costs, including such costs and fees on appeal, if any.

13.11. Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

13.12. 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 executed this Agreement effective as of the Effective Date.

MERIDIAN BEHAVIORAL HEALTHCARE, INC.:

By: _____

Don Savoie
Its: President/CEO

SUWANNEE COUNTY SCHOOL BOARD:

By: _____

Ted Roush
Its: Superintendent

_____
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"

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SCSB 2022-64 (REVISED/RENEWAL')
Suwannee County Full School Board Cooperative Agreement 2021-2022

Cooperative Agreement
Between
Meridian Behavioral Healthcare, Inc.
and
The School Board of Suwannee County, Florida

THIS AGREEMENT ("Agreement") is entered into by and between Meridian Behavioral Healthcare, Inc., a Florida Not for Profit Corporation, 1565 SW Williston Road, Gainesville, FL 32608 ("Meridian") and the School Board of Suwannee County, 1740 Ohio Avenue, South, Live Oak, FL 32064 ("School Board").

WHEREAS, the School Board desires to purchase certain therapeutic and preventive mental health and substance abuse services to its students who are in need of such services; and

WHEREAS, Meridian Behavioral Healthcare, Inc. has professionally trained psychiatrists, Advanced Practice Registered Nurses, clinical social workers, licensed therapists, mental health counselors, case managers, and prevention specialists available to provide such services; and

WHEREAS, Meridian Behavioral Healthcare has a full continuum of behavioral health services, including crisis care, residential treatment, and inpatient services, to augment outpatient care available to students in need of services;

NOW THEREFORE, in consideration of the premises and the mutual covenants and conditions contained herein, the Parties agree as follows:

A. **Particulars of This Agreement**

1. Duration: This Agreement shall commence on the date of execution by both parties, and shall continue until June 30, ~~2021~~2022.

2. Renewability: This Agreement shall not be automatically renewable.

3. Modification: This Agreement may be modified only by separate written agreement appended hereto and signed by both parties.

4. Contract Managers: Contract Manager for Meridian Behavioral Healthcare, Inc. will be Don Savoie, President and CEO or his designee. Contract Manager for the School Board will be Ted Roush, Superintendent or his/her designee.

5. Notices, Authorizations, Billings and Reports: All notices, authorizations, bills and reports, or any other documentation required by this Agreement to be provided by one party to the other shall be sent as follows:
   The School Board of Suwannee County, Florida
   1740 Ohio Avenue, South
   Live Oak, FL 32064
   Attention: Ted Roush, Superintendent

Also with email copy to:
~~superintendent@suwanniee.kl2.fl.us~~superintendent@suwannee.kl2.fl.us

Meridian Behavioral Healthcare, Inc.
1565 SW Williston Road, Gainesville, FL 32608 Attention: Don Savoie President/CEO don_savoie@mbhci.org

B. **Responsibilities of the School Board**

1. Payment: School Board shall pay for services rendered to any student who is referred for services pursuant to this agreement, according to the rate plan included in Attachment A. These rates will apply only when the child is not eligible for Medicaid, state funding, or commercial insurance, OR when the service provided is not reimbursable under the rules and limitations of these fund sources including benefits exhausted.

   The School Board shall be billed on a monthly basis by the 15th of the month following the provision of services. Payment shall be made monthly upon receipt of a billing invoice from Meridian.

2. Determining Eligibility for Services: The School Board is responsible for determining eligibility for service referral. A student may be referred for services under this Agreement if he/she meets the following conditions:
   a. Is under 25 years of age and is enrolled in Suwannee County Schools; and
   b. Is identified as eligible for Exceptional Student Education services and/or has significant behavioral or emotional difficulties; or
   c. Is in need of mental health or substance abuse services for one or more of the following reasons:
      1) Reported family or peer problem that causes significant distress or interference with functioning with peers, at home, or school.
      2) Traumatic experience (e.g., abuse, loss of loved one, medical problems, or other crisis) that results in significant distress or interference with functioning with peers, at home, or school.
      3) Excessive absenteeism associated with emotional problems.
      4) Academic performance below expected level associated with emotional problems.
      5) Multiple behavioral difficulties at school associated with emotional problems.
      6) Medications require close monitoring and collaboration.
      7) Recent change of program placement indicates the need for transitional support.
      8) Underage drinking or other substance use
      9) In-school suspension
      10) Child indicates he/she perceives that he/she is in an emotional crisis and requests professional services

3. Referral Process: The School board will refer eligible students through the principal or his/her designee in accordance with the criteria listed above.

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The School Board agrees to designate personnel from each school such as the guidance counselor to be active with Meridian assigned school therapist and Meridian Program Manager for processing referrals and to facilitate having school referred/Meridian- involved students prepared i.e. in office area or other designated location, at agreed upon consecutive time slots, for school based clinical sessions.

The School Board is contracting for Meridian to dedicate one full time equivalent clinician(s) to provide assessments, treatment planning and clinical interventions on site at school for Suwannee County schools. Each dedicated clinician to carry a caseload up to sixty clients. Contracted clinician to provide screenings, group and individual therapy to students. School board agrees to not refer to student to other providers for services Meridian clinicians are providing. Mobile Response team to be utilized as first service to respond to crisis when contracted Meridian clinician is not on location at the time of the crisis.

Meridian will respond to all requests for referral for mental health screenings within 3 school days. If the referral is accepted, the assessment of students at risk for mental health disorders will occur within 15 days of referral. Parent or guardian consent must be obtained prior to referral for a mental health screening. If Meridian is selected to provide ongoing care by guardian; school-based mental health services will be initiated within 15 days after identification and assessment, and community based mental health services, if identified, will be initiated within 30 days after the school or district makes a referral. Suwannee County School Board agrees to refer all students being served, beyond those being served by Suwannee County school counseling personnel, in need of mental health and substance services, to Meridian Behavioral Healthcare.

The School Board understands for school referred/Meridian-involved students to be served routinely by additional Meridian clinicians (outside of the purchased FTE Meridian clinician) the clinician(s) will need to have enough referred students to justify the time and travel involved in getting to those schools. When neither is the case, the school referred students may be seen at local Meridian offices instead of the respective school. The School Board is purchasing additional time for clinician to be present for services that are not billable to Medicaid or third party insurance or other available funding, including but not limited to crisis intervention, consultation, and training

4. Liability and Protection of Health Information: The School Board agrees to render full cooperation with Meridian in recommending and referring students for counseling and/or consultation and to facilitate Meridian's obtaining consent for treatment and releases of information.

Additionally, the School Board agrees to protect confidential health information in accordance with applicable law. Meridian will clearly identify on its face any confidential health information subject to the Health Insurance Portability and Accountability Act (HIPAA) and/or 42 CFR Part Two, Florida Statutes, Section 90.503, 394.4615 and 456.057 which Meridian provides to School Board, pursuant to a properly executed release of information.

5. Office Space and Resources: The School Board agrees to furnish Meridian staff with appropriate workspace at those sites where services are provided. The space does not need to be continuously available, but does need to be suitable for therapy sessions and available when the therapist is on site.

As part of this Agreement; it is required that Meridian staff providing services on premises have access to the internet for the purposes of connecting to Meridian's EMR (Electronic Medical Records) to document care and treatment of clients provided at Suwannee County location(s) and to deliver services via synchronous telehealth as necessary for crisis situations. Access required will be via secure VPN (Virtual Private Network) and can be delivered either by Ethernet (wired connection) or secure wireless. Any use by Meridian staff of the School Board's internet access will be subject to the School Board's policies and procedures.

6. The School Board agrees to install an approved HIPAA-compliant application on computer(s) with camera and microphone and located in a secure space that affords privacy. This is a free application that enables school personnel to access a therapist or other clinical staff by telehealth to provide services to youths when a therapist is not available onsite. School to accommodate telehealth equipment including telehealth stations and iPad(s) to enable delivery of services including individual therapy, crisis intervention, consultation to educational staff, and evaluation for Baker or Marchman Acts. Meridian Information Systems staff will provide technical support specific to installation and use of this application and related equipment to access Meridian services.

C. Responsibilities of Meridian:

1. Staffing: Meridian will provide appropriately qualified staff in sufficient numbers to meet the service demands of this Agreement. Staff will have sufficient education, training and experience to conduct the procedures described in the "Service and Rate Schedule" in Attachment A, which is incorporated herein by reference.

2. Billing: Meridian will submit a monthly invoice to the School Board for therapeutic services provided by Meridian staff to be reimbursed under this contract. Invoices shall include details of the duration, types, and locations of services provided, and where applicable, the name of the student served.

3. Record ~~Keeping~~Keening: Meridian will keep individualized medical treatment records for all individuals served under this Agreement. Storage and release of treatment records shall comply with applicable State and Federal law. Records are the sole property of Meridian.

~~3.~~ Meridian will keep all student Educational Records in Meridian's possession

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SCSB 2022-64 (REVISED/RENEWAL^
Suwannee County Full School Board Cooperative Agreement ~~2020~~2021-2022
~~SCSB 2021-74 (REVISED/RENEWAL)~~

confidential and exempt in keeping with the provisions of Section 1002.22, Florida Statutes, Section 90.503, 394.4615 and 456.057 and the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. s. 1232g, and the federal regulations issued pursuant thereto.

4. Communication with School Personnel: Meridian staff, subcontractors, and agents will obtain parent/guardian consent to communicate freely with school personnel about the referred child's progress in treatment. This communication shall be subject to the limits and provisions outlined in the consent. Meridian staff will provide quarterly progress reports on each student served under this Agreement. Meridian staff will also maintain a weekly schedule log of services provided. Meridian staff will collaborate with school personnel to plan and implement IEPs and behavior plans for students served under this Agreement.

5. Scheduling: Meridian staff will provide services within the constraints of the school day and make every effort to minimize disruption to the learning environment.

6. Additional consultation: Meridian will provide the following consultation services upon request, within available resources:
   a. Florida licensed clinical social worker, marriage and family therapist, or mental health counselor as a member of Threat Assessment Teams.
   b. Primary therapist or other clinical staff as part of team meetings with student, parent(s), teachers and other school personnel to develop plans for transition, safety, and follow up services for students returning to school following a Baker or Marchman Act evaluation and/or admission to an inpatient crisis stabilization unit.
   c. Examination and consultation, in person or via telehealth, to assess need to initiate a Baker or Marchman Act evaluation; licensed staff may also initiate the Baker or Marchman Act, when criteria are met.
   d. Brief consultation and referral to school staff regarding students not qualifying for or receiving services under this agreement.
   e. Mental ~~Health~~ Health First Aid training for educational staff.
   f. Trauma Informed practices training for educational staff.

7. Insurance: Meridian shall be responsible for providing adequate liability and malpractice insurance for the activities described in the Agreement and to that end at all times during the existence of this Agreement Meridian will maintain in force and effect insurance as set forth in Attachment B to the "Cooperative Agreement Between Meridian Behavioral Healthcare, Inc. and The School Board of Suwannee County, Florida" for ~~2020-2021~~2021-2022, which is attached and incorporated into this Agreement by reference and Meridian will provide the School Board with proof of this insurance coverage through a Certificate of Coverage and Meridian agrees to maintain in force and effect, at all times during the existence of this contract, liability/malpractice insurance coverage to cover the contracted services. The Contractor will provide the School Board with evidence of such coverage through a Certificate of Insurance.

~~8.~~ Level II Background Screening: Prior to any Meridian staff, working with students of the School Board, Meridian's staff must satisfy the following provisions which implement the requirements of Board Policy, Florida Statute Sections 435.04,

8. 1012.315,1012.32,1012.465 (Jessica ~~Lunsford~~ Limsford Act),1012.467 and 1012.468 are included as terms and conditions of this contract:

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SCSB ~~2021-74~~ 2022-64 (REVISED/RENEWAL)^
Suwannee County Full School Board Cooperative Agreement ~~-2020~~2021-2022

Fingerprinting and Background Checks:
Meridian will follow procedures for obtaining employees background screening as established by the School Board. To that end Meridian agrees to comply with all requirements of the School Board's Policy and the requirements of Florida Statutes Sections 435.04, 1012.315, 1012.32,1012.465 (Jessica Lunsford Act) 1012.467 and 1012.468 and any applicable requirements under the new ~~Flealth~~ Health and Safety Standards under Chapter 65C-22 and 65C-20, F.A.C, and the 2016 amendments to Section 402.302, and follow-on revisions to 6M-4.620 F.A.C. and 65C-22.003 F.A.C. by certifying that Meridian and Meridian's Staff have completed the mandatory background screenings as required by the referenced policies and statutes. These certifications will be provided to the School Board's superintendent or his/her designee in advance of Meridian providing any/all services under this Agreement. Meridian will bear the cost of all fingerprinting and acquiring the background screening required hereunder and any/all fees imposed by the Florida Department of Law Enforcement and the School Board to conduct the searches and maintain the fingerprints provided with respect to Meridian and Meridian's staff. Meridian will indemnify and hold harmless the School Board against liability in the form of physical or mental injury, death, or property damage resulting from the Meridian's failure to comply with the requirements of these cited policies and statutes.

Meridian will immediately notify the School Board Personnel Department or designee when Meridian discovers that any employee who has contact with, or may have contact with the School Board's students either commits an act that would disqualify them from student contact, or has an item surface during the five (5) year re-screening that disqualifies them from working with students.

Jessica Lunsford Act - Contractor Certification: Meridian personnel include permanent employees, subcontractors, and agents. By accepting this Agreement, Meridian swears and affirms under penalty of perjury that all of its employees, agents, and subcontractors will comply with the requirements of the Jessica Lunsford Act, School Board fingerprinting procedures, and the laws of the State of Florida. Failure to comply with the above shall constitute a material breach of this Agreement, and the School Board may avail itself of all remedies pursuant to law. Meridian agrees to indemnify and hold harmless the School Board, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal and mental injury, death, property damages, and attorney fees, arising out of or relating to Meridian's failure to comply with the above. The School Board is required to conduct background screening of anyone coming in contact with the School Board's students. Background screening includes submission of ~~fingerprints~~ fingerprints (to include employees, agents, and subcontractors) to the FDLE and FBI. The standard to be applied for the screening depends on the nature of the work to be performed. There are exemptions to the

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fingerprinting and background screening requirements of the Act. However, even if a contractor is exempt from fingerprinting and background screening, it will be subject to a search of its name against the registration information regarding sexual predators and sexual offenders maintained by the FDLE under s. 943.043 and the national sex offender public registry maintained by the U.S. Department of Justice.

~~A.~~ D. **The Parties Jointly Agree**

~~1.~~ 1. Periodic Meetings~~:~~: Meridian staff and School Board personnel agree to meet periodically to evaluate the demand for services, caseload and billable units to determine appropriate staffing patterns for this Agreement. The Parties also agree to meet, as needed, to develop or refine procedures related to referral and onsite screening processes.

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2. Evaluation: Evaluation of the quality of services will be the joint responsibility of both Parties. Meridian will assess quality of services through documentation auditing and peer review procedures, according to Meridian standards. Additionally, Meridian will seek input from School Board staff on a periodic basis, including the completion of annual satisfaction surveys. School Board staff will be responsible for assessing student's academic progress. School Board staff will notify Meridian immediately of any concerns regarding professional conduct or services provided by Meridian.

3. Non-discrimination Policy~~:~~: The School Board and Meridian agree that students will be counseled without regard to race, color, creed, national origin, age, sex, or economic status. Likewise, Meridian shall not use discriminatory practices in the hiring of staff used to provide services under this Agreement.

4. Independence and Mutual Indemnification: It is understood that employees of Meridian are not agents or employees of the School Board, and employees of the School Board are not agents or employees of Meridian. Neither party to this Agreement assumes any liability for any acts or omissions of the other party or of the agents or employees of the other party. Meridian agrees to indemnify, defend, and hold the School Board, its officers and employees, harmless from any and all liability of the School Board resulting from Meridian's provision of services pursuant to this Agreement.

5. Effective Date: This Agreement will be effective following July 1, 2021 and upon its execution by both parties and will expire on June 30, ~~2021~~2022. Prior to its expiration, either party may terminate this Agreement with or without cause, upon thirty (30) days' written notice to the other party.

6. Default and Remedy: In the event of the failure of either party to comply with any provision of this Agreement, the non-defaulting party shall notify the defaulting party in writing, stating specifically the provision that gives rise to the default. The defaulting party shall be entitled to a period of fifteen (15) days to cure the default. After such fifteen (15) day period, and the notwithstanding the provisions of paragraph five (5) above, the non-defaulting party may immediately terminate this Agreement by written notice. The failure of either party to exercise this right shall not be construed as a waiver of such right in the event of further default or non-compliance.

~~B.~~ **E. Additional Department of Education Compliance Requirements**

1. Miscellaneous: This Agreement is to be governed by the laws of the State of Florida. Venue for disputes hereunder shall be in the County and Circuit Courts sitting in Alachua County, Florida. This contract is non-assignable by Meridian.

2. General: Meridian agrees to protect, defend, and save harmless the School Board against any demand for payment for the use of any patented material, process, device or article that may enter into the manufacture, construction, or form of any part of the materials or services covered by the order; and the Meridian agrees further to indemnify and save harmless the School Board, its officers, agents and employees from suits or action of every nature and description brought against it for, or on account of any injuries, death, or damages received or sustained by any party or parties by, or from any of the acts of the Meridian, its employees or agents.

3. Warranty-Materials and Services: Meridian expressly warrants that any materials and all work covered by this Agreement will conform to any specification, drawings, samples or other description, furnished or specified by the School Board, and if materials are provided they will be merchantable, of new material, of good workmanship, and free from defects, and fit and sufficient for the purposes intended.

4. Services: Meridian will cause their staff to perform the services under this Agreement in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified personnel, equipment and materials. If all or any part of the services is found by the School Board to be unprofessional, inadequate, or otherwise defective (regardless of whether or not payment for such services has been made) for reasons attributable to Meridian, Meridian shall re-perform at its own expense that aspect of the services found to be defective.

5. Cancellation/Termination: The School Board may cancel all or any services called for under this Agreement if Meridian does not perform as specified, or if Meridian defaults on any of the terms hereof. In the case of default, the School Board may procure the articles or services covered by this order from other sources and hold the Contractor responsible for any excess occasioned thereby.

   In any event, either party shall have the right to terminate this Agreement, or any services hereunder, for its convenience, including but not limited to circumstances of the School Board's loss or lack of non-appropriation of funds, upon thirty (30) days advance written notice to the other party. The School Board shall compensate Meridian for services rendered through the date of termination. Neither party shall be obligated hereunder nor likewise liable to pay the other for any other costs, losses, damages, or expenses arising out of or related to the termination of this Agreement or any services performed hereunder.

6. Waiver: The waiver by the School Board of any of the terms and conditions of this Agreement shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this /Agreement, and shall not be construed to be a waiver of any provision, except for the particular instance.
7. Debarment or Suspension: Meridian certifies that neither Meridian nor any of its principals or

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staff are debarred, suspended, or proposed for debarment for federal financial assistance (e.g. General Services Administration's *List of Parties Excluded from Federal Procurement and Non-Procurement Programs* as amended). Meridian or grantee further certifies that potential sub-recipients, subcontractors, or any of their principals are not debarred, suspended or proposed for debarment. Federal Acquisition Regulations clause 52.209-6, Protecting the Government's Interest when Sub-Contracting with Contractors, Debarred, Suspended or Proposed for Debarment, as amended, is incorporated herein by reference and is applicable to Agreements greater than $30,000.

8. Public Entity Crimes Affidavit: A person or affiliate who has been placed on the convicted Bidder's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO ($30,000) for a period of 36 months from the date of being placed on the convicted Bidder list.

9. Records Requirement: For Agreements funded by federal funds, subject to Florida Statutes, Section 90.503, 394.4615 and 456.057 Meridian agrees to grant access by the School Board, the Federal grantor agency, the Comptroller General of the United States, the Florida Auditor General or any of their duly authorized representatives to any books, documents, papers, and records of Meridian which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

    a. Meridian agrees to and shall ensure that all required records are retained. This Agreement is also subject to Attachment C, which is attached hereto and incorporated herein by reference, for compliance with Chapter 119, Florida Statutes.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the duly authorized individuals below.

MERIDIAN BEHAVIORAL HEALTHCARE, INC.

By: _____ 7/27/2020

Don Savoie Date

President/CEO

School Board"

THE SCHOOL BOARD O

By: _____

"Meridian"

MERIDIAN BEHAVIORAL HEALTHCARE, INC.

By: _____

Don Savoie Date

President/CEO

"School Board"

THE SCHOOL BOARD OF SUWANNEE COUNTY

By: _____

Ted Roush Date

Superintendent

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"Approved as to Form and Sufficiency

BY

~~Pvumberger~~Leonard J. Oxlzen,

Hl Rumberger, Kirk & Caldwell, P.A.

Suwannee School ~~Board~~ Boam

Attorney"

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ATTACHMENT A
SERVICE AND RATE SCHEDULE

Service Type: **Full time Clinician**
Description: Screenings, Individual and Group Outpatient Services, and Behavioral Onsite Therapeutic Support Services as listed below.
Rate of Reimbursement: $25,000.00 per fiscal year. Sixty students maximum per clinical caseload.

Service Type: **Screening**
Description: Brief clinical evaluation using evidence-based and developmentally appropriate screening instruments for early identification of individuals at risk for mental health issues, substance abuse, or harm to self or others. Includes recommendations based on screening results, and linkage to more in-depth assessment if indicated.
Rate of Reimbursement: ~~recommendations based on screening results, and linkage to more in-depth assessment if indicated.~~

$63.25 per screening

Service Type: **Individual Outpatient Services**
Description: Includes assessment, individual therapy, clinical on-site services, family therapy, treatment planning, crisis intervention, evaluation, brief (non-psychiatric) clinic visit, collateral therapy, intensive therapeutic on-site services, individual psycho-educational interventions, provided ~~in person or synchronous telehealth.~~ person or synchronous telehealth.
Rate of reimbursement: $95 per hourly unit; rounded up to the nearest 10-minute increment;
Example: 45 minutes is rounded up to 50 minutes=^ 0.83 units ~~$79.16~~=$79.16

Service Type: **Group Outpatient Services**
Description: Includes group therapy and group psychoeducational services.
Rate of reimbursement: $22.50 per hourly unit; rounded up to the nearest 10-minute increment.

Service Type: **Behavioral On-site Therapeutic Support Services**
Description: Includes One-to-one supervision, intervention and skills training based on client(s) treatment plan.
Rate of reimbursement: $38 per ~~quarterly~~ hourly unit; rounded up to the nearest ~~15~~ 10-minute increment. (~~H2020HM~~H2019HM)

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Service Type:	**Psychiatric Evaluation**
Description:	Comprehensive psychiatric evaluation, provided in person or via synchronous telehealth
Rate of Reimbursement:	$300 per service event if performed by a psychiatrist; $225 if performed by an APRN; typically, a one-hour visit.
Service Type:	**Psychiatric Medication Follow-up**
Description:	Medication monitoring and follow-up, provided in person or via synchronous telehealth.
Rate of reimbursement:	$120 per service event; typically, a brief visit
Service Type:	**Outreach**
Description:	Outreach services are intended to engage students in services, assist staff to make appropriate referrals for treatment and other services for students, and consult with and support school staff in working with students who have behavioral health issues.
Rate of reimbursement:	$45.75 per hour, rounded up to the nearest 10-minute increment.
Service Type:	**Behavior Assessment**
Description	Assessment by a licensed and trained clinician to provide a clear operational description of the maladaptive behavior(s) including identification of the events, times, and situations that appear to be associated to the occurrence of the maladaptive behavior(s); identification of functional consequences of maladaptive behavior(s); development of summary statements that describe the maladaptive behavior(s) and its (their) functions; and a summary and recommendations. **This service requires physician authorization.**
Rate of Reimbursement:	$385.19 per assessment.
Service Type:	Behavior Analysis
Description	Implementation of a plan based on a behavior assessment; the plan includes observable and measurable descriptions of maladaptive behaviors; identified functions of the behaviors; goals and strategies to change the behaviors; written descriptions of when, where, and how strategies will be implemented; how progress will be evaluated; safety plan, if applicable; discharge criteria; transition plan, if applicable. **This service requires physician authorization.**
Rate of Reimbursement:	$69.00 per hour for technician level; $90.00 per hour for assistant behavior analyst; $ 160 per hour for lead analyst. Rounded up to the nearest 10-minute increment.

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~~**Service Type:** **Behavior Analysis**~~

~~Description~~ ~~Implementation of a plan based on a behavior assessment;~~

~~the plan includes observable and measurable descriptions of maladaptive behaviors; identified functions of the behaviors; goals and strategies to change the behaviors; written descriptions of when, where, and how strategies will be implemented; how progress will be evaluated; safety plan, if applicable; discharge criteria; transition plan, if applicable.~~

~~**This service requires physician authorization.**~~

~~Rate of Reimbursement:~~ ~~$69.00 per hour for technician level; $90.00 per hour for~~

~~assistant behavior analyst; $160 per hour for lead analyst. Rounded up to the nearest 10 minute increment.~~

~~**Service Type:** **Prevention**~~

~~**Meridian offers different evidence-based programs in the classroom or group setting. With one or more of these programs combined with supplemental material/classes/presentations specific to meeting the needs of your school,** *Meridian is able to meet all of the standards included in State DOE rules for Mental and Emotional Health Education (6A-1.094121), Substance Use and Abuse Health Education (6A-1.094122), and Child Trafficking Prevention Education (6A-1.094123).*~~

~~*Programs include*~~

~~Description:~~ ~~Ropes Course – Team building activity that enhances self-confidence, team work, communication, initiative and problem solving skills in students. Ropes course activities consist of real and imaginary obstacles designed to challenge groups and individuals to work together to accomplish tasks, usually in an outdoor setting.~~

~~Rate of Reimbursement:~~ ~~*$750 per 2 hour group (up to 15 students)~~

~~*$350 per 3 hour group (up to 15 students)~~

~~* School rate only.~~

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Service T	~~Description:~~	~~**Life Skills Training** has versions for third through fifth graders (8 class sessions); middle school (15 class sessions) and ninth and tenth grades (10 class sessions). The curriculum focuses on developing skills to manage emotions, improve interpersonal relationships and social skills, and prevention of substance abuse. *Curriculum includes 7 of the 10 required topics in the State DOE rule for 5 hours of Mental and Emotional Health Education (6A-1.094121) in grades 6-12 (supplemental material to health meet all 10 is available outside of this curriculum) as well as all elements of Substance Use and Abuse Health Education (6A-1.094122) . Sessions are 30-45 minutes. Curriculum offers a virtual and/or hybrid delivery option Sessions are 30-45 minutes.~~ group all hool for
D	~~Rate of Reimbursement:~~	~~$600 for elementary curriculum $1025 for middle school $850 for high school~~ Healt cation
	Rate of Reimbursement:	problem solving skills in students. Ropes course activities consist of real and imaginary obstacles designed to challenge groups and individuals to work together to accomplish tasks, usually in an outdoor setting. *$250 per 2-hour group (up to 16 students) *$350 per 3-hour group (up to 15 students) * School rate only.
	~~Rate of Reimbursement:~~ Description:	**All Stars** is a continuum of prevention programs, for grades 4-12, designed to delay the onset of risky behaviors with adolescents. All Stars aligns with the National Health Education Standards allowing for easy integration into any health or wellness curriculum. ~~$1125 per 13-week one-hour group~~
	Rate of Reimbursement:	$1125 per 13-week one-hour group
	Description:	**Girls Circle** is a structured group for girls from 9-18 years, integrating relational theory, resiliency practices, and skills training in a specific format designed to increase positive connection, personal and collective strengths, and competence in girls. *With 14 available curriculums that include 8-13 lessons each, it is possible to tailor an individualized program that meets the needs of your school and/or aligns with the State* *DOE ~~rides~~ rules for Mental and Emotional Health Education (6A-1.094121), Substance Use and Abuse Health Education (6A-1.094122), and Child Trafficking Prevention* *Education (6A-1.094123). Curriculum offers a virtual and/or hybrid delivery option* $950 per 8-weeks, 1.5 hour groups
	Rate of Reimbursement:	

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Description: ~~Suwannee County Full School Board Cooperative Agreement -2020~~
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~~SCSB 2021-74 (REVISED/RENEWAL)~~

Life Skills Training has versions for third through fifth graders (8 class sessions); middle school (15 class sessions) and ninth and tenth grades (10 class sessions). The curriculum focuses on developing skills to manage emotions, improve interpersonal relationships and social skills, and prevention of substance abuse. *Curriculum includes 7 of the 10 required topics in the State DOE rule for 5 hours of Mental and Emotional Health Education (6A-1.094121) in grades 6-12 (supplemental material to meet all 10 is available outside of this curriculum) as well as all elements of Substance Use and Abuse Health Education (6A-1.094122). Sessions are 30-45 minutes. Curriculum offers a virtual and/or hybrid delivery option.Sessions are 30-45 minutes.*

Rate of Reimbursement: $600 for elementary curriculum $1025 for middle school $850 for high school

Description: **RadKIDS** comprehensive personal empowerment safety education program for elementary school students. RadKIDS is a 10hr curriculum that combines traditional classroom work with dynamic simulation and physical skills to reinforce boundary setting and skills. *RadKIDS aligns with Local, State, and National Standards for Health and Physical Education and meets the state DOE rules for Child Trafficking Prevention Education (6A-1.094123) and Substance Use and Abuse Health Education (6A-1.094122).* In partnership with law enforcement agencies, RadKIDS includes lessons on anti-bullying, drug safety, gun safety, fire safety, stranger safety, home safety, personal touch/car safety, bike safety, physical resistance to violence, and additional safety related topics. 25 student maximum class size.

Rate of Reimbursement: $670.00 per course.

Description: **Elephant in the Room** is 1hr Suicide Prevention program with curriculum guided discussion around the educational film "Not Alone". Appropriate for middle and high school students. *this program meets the Suicide Prevention (in addition to 3 other) requirements in the state DOE rules for Mental and Emotional Health Education (6A-1.094121) in grades 6-12.*

Rate of Reimbursement: $150.00 per session

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Description: Strengthening Families is an 11 session family skills training program for parents and youth (ages 0-17), designed to teach parents what skill they need to help prevent their kids from using alcohol or drugs, developing mental health issues, and participating in delinquent behavior. The skills focus on family bonding, setting boundaries, and monitoring behavior. Sessions are 30 minutes.

Rate of Reimbursement: $600 per 11 session course.

Service Type:
Description

Consultation Services
Licensed clinician to participate in interdisciplinary team staffing with school personnel. This includes but is not limited to:

- Threat Assessment Teams
- Transition planning for youths re-entering school following a Baker or Marchman Act or inpatient psychiatric episode of care.
- Trauma-informed services training $100 per hour

Rate of Reimbursement:
Service Type:
Description:

Mental Health First Aid Training
Eight-hour training in evidence-based approach to identify and intervene with youths experiencing a crisis due to mental or substance use disorders.

Rate of Reimbursement: $600 per class, maximum 25 persons per class

Service Type:
Description:

Mobile Response Team (MRT)
The mobile response team (MR) will be available to provide services to individuals experiencing a critical mental health crisis. Services will be performed on-site or through telehealth by trained professional staff within 60 minutes after receiving the crisis call. We will have telehealth equipment available to expedite services. The
MRT will provide follow up, referral services and care coordinators to ensure warm handoffs to behavioral health
treatment and other commnnity services based on the student and family needs. Services are available 24/7 and can be accessed nsing our crisis line.
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Rate of Reimbursement:

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ATTACHMENT B

INSURANCE REQUIREMENTS UNDER THE "AGREEMENT":

GENERAL LIABILITY

1. Meridian shall maintain commercial general liability insurance with a minimum limit of $1,000,000 per occurrence, $2,000,000 general aggregate, and $2,000,000 Products/Completed Operations Aggregate for bodily injury and property damage.
2. As work performed under the contract will require contact with students Meridian's insurance coverage must include sexual abuse and molestation.
3. The policy must name The School Board of Suwannee County, Florida, its Officers, Employees, Volunteers and Agents as additional insured using ISO additional insured endorsement CG 20 26 or its equivalent.
4. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs available to The School Board of Suwannee County, Florida using ISO endorsement CG 20 01 or its equivalent.

AUTOMOBILE LIABILITY

1. Meridian shall maintain automobile liability insurance with a minimum limit of $1,000,000 each accident for bodily injury and property damage.
2. Coverage must include all owned, leased, hired, non-owned, and employee non-owned vehicles and, where applicable, provide personal injury protection.

WORKERS' COMPENSATION/EMPLOYERS' LIABILITY

1. Meridian agrees to maintain workers' compensation coverage in accordance with Chapter 440, Florida Statutes as may be amended from time to time, including employer's liability insurance.
2. The minimum Employers' Liability limits required are $500,000/$500,000/$500,000.
3. Coverage will apply to all those persons rendering services to Meridian for The School Board of Suwannee County, Florida.
4. The policy will provide a Waiver of Subrogation endorsement in favor of The School Board of Suwannee County, Florida, its Officers, Employees, Volunteers and Agents.

NOTICE OF CANCELLATION

1. Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given under the Agreement to the School Board except when cancellation is for non-payment of premium; then ten (10) days' prior written notice may be given to the School Board.
2. Such notice shall be sent directly to the School Board at the addresses in the Agreement.

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~~1.~~3. If any insurance company refuses to provide the required notice, Meridian or its insurance broker shall notify the School Board of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt by Meridian or its insurance broker of insurer's notification to that effect.

PROFESSIONAL LIABILITY

1. Meridian shall maintain professional liability insurance with a minimum limit of $1,000,000 each claim and $2,000,000 aggregate covering professional misconduct or lack of ordinary skill for those positions defined in the scope of services in the Agreement.
2. Meridian must provide proof of coverage for up to three (3) years after the completion of the project.
3. Meridian agrees to provide the Board with a certificate or certificates of insurance evidencing the required insurance. Compliance with the requirements of this paragraph shall not relieve the Meridian of its liability and obligations under the Agreement.

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ATTACHMENT C

MAINTENANCE AND PUBLIC ACCESS TO RECORDS Under

the Agreement and in compliance with F.S. 119.0701(2016) Meridian shall:

A. Keep and maintain public records that would ordinarily and necessarily be required by the School Board in order to perform the services provided by Meridian under the Agreement subject to the records governed ~~,~~ by Florida Statutes, Section 90.503, 394.4615 and 456.057 documents created by Meridian related to this contract shall be considered a public record. This includes, without limitation, any and all financial, accounting, instructional, curriculum, testing, operational or service records or reports kept, generated or issued as a normal part of the services provided.

B. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes 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 for the duration of the Agreement term and following completion of the Agreement if Meridian does not transfer all the records to the School Board.

D. Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in possession of Meridian or keep and maintain public records required by the School Board to ~~perform~~ perform the service. If Meridian transfers all public records to the School Board upon completion of the Agreement, Meridian shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure ~~requirements~~requhements. If Meridian keeps and maintains public records upon completion of the Agreement, Meridian shall meet all applicable legal requirements for retaining the type of Public Records kept and maintained by Meridian. 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 Meridian does not comply with a public records request, the School Board shall be entitled to enforce these contract provisions by any legal or equitable means available, including, without limitation, damages, injunctive relief or both.

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Failure of Meridian to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event a civil action is filed against Meridian to compel production of public records where Meridian has unlawfully refused to comply with the public records request within the time required by law, the Plaintiff may be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from Meridian as authorized by 119.0701, Fla. Stat.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT SUWANNEE CUSTODIAN OF PUBLIC RECORDS, FOR QUESTIONS REGARDING MERIDIAN FINANCIAL RECORDS, CONTACT MERIDIAN'S CHIEF FINANCIAL OFFICER, ~~JOHN CORNEILSON~~ LAWRENCE FRANK AT (352)374-5600, 1565 SW WILLISTON ROAD, GAINESVILLE, FL 32608. FOR MERIDIAN CLINICAL RECORDS, CONTACT MERIDIAN'S CHIEF INFORMATION OFFICER, MELISA URRUTIA AT, (352) 374-5600, 1565 SW WILLISTON ROAD, GAINESVILLE, FL 32608.

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BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered into, and effective on the date of execution by both parties, (the "Effective Date") by and between Meridian Behavioral Healthcare, Inc. ("Meridian" or "Covered Entity") and Suwannee County School Board ("Business Associate"). The parties to this Agreement if not referred to as Covered Entity or Meridian or Business Associate may sometimes collectively be referred to "the Parties." The Parties mutually agree as follows:

INTRODUCTION

The purpose of this Agreement is to comply with the requirements of (i) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the associated regulations, as may be amended; (ii) the HIPAA Privacy Rule codified at, 45 C.F.R. Parts 160 and 164, Subparts A and E, as may be amended; (iii) the HIPAA Security Rule codified at 45 C.F.R. Part 160 and 164, Subpart C, as may be amended; (iv) the Breach Notification Rule, codified at 45 C.F.R. Part 164, Subpart D, as may be amended; (v) the Enforcement Rule codified at 45 C.F.R. Part 160, Subparts C and D, as may be amended; (vi) the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"); (vii) the Enforcement Rule codified at 42 C.F.R. Part 2, Confidentiality of Substance Use Disorder Patient Records; and (viii) the HIPAA Omnibus Final Rule published in the Federal Register at 78 Fed. Reg. 5,566 (Jan. 25, 2013), and effective on March 26, 2013. The HITECH Act provides further protection for the privacy and security of PHI used and disclosed through health information technology. The Privacy, Security, Breach Notification and Enforcement Rules are collectively referred to herein as the "HIPAA Rules." Unless otherwise defined in this Agreement, capitalized terms have the meanings given in the HIPAA Rules and the HITECH Act.

In consideration of the new and continuing obligations under the Services Agreement referenced below and other good and valuable consideration, the parties agree to comply with this Agreement and the requirements of the HIPAA Rules and the HITECH Act as follows:

1. Services. Meridian and Business Associate have entered into an agreement under which Business Associate will perform certain services for Meridian ("the Services Agreement") Under the Services Agreement, Business Associate may create, receive, use, maintain or transmit PHI from or on behalf of Covered Entity in the course of providing certain services (the "Services") for Covered Entity. The Services Agreement is incorporated herein by reference. In the event of a conflict between the terms of the Services Agreement and this Agreement, this Agreement shall control.

2. Permitted Uses and Disclosures. Business Associate may use and/or disclose PHI only as permitted or required by this Agreement, or as otherwise required by law. Business Associate may disclose PHI to, and permit the use of PHI by, its employees, contractors, agents, or other representatives only to the extent directly related to and necessary for the performance of Services under the Services Agreement. Business Associate shall make uses and disclosures, and requests for PHI from Covered Entity, only in a manner consistent with HIPAA's minimum necessary requirements, and no more than the minimum PHI necessary to perform under the Services Agreement. Business Associate

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shall not use or disclose PHI in a manner (i) inconsistent with Covered Entity's obligations under the HIPAA Rules or the HITECH Act, or (ii) that would violate the HIPAA Rules or the HITECH Act if disclosed or used in such a manner by Covered Entity. Business Associate may use PHI for the proper management and administration of Business Associate's business and to carry out its responsibilities in accordance with 45 C.F.R. § 164.504(e)(4) and/or 42 C,.F.R. Part 2. Business Associate may not de-identify PHI received from, or created on behalf of Covered Entity without the express written authorization of Covered Entity. Business Associate shall make no use or disclosure of PHI in any manner which is contrary to the interest of Meridian or will cause Meridian harm.

~~1.~~3. **Safeguards for the Protection of PHI**. A Covered Entity, in accordance with §164.306, may permit a Business Associate to create, receive, maintain, or transmit electronic protected health information on the Covered Entity's behalf only if the Covered Entity obtains satisfactory assurances, in accordance with §164.314(a) that the Business Associate will appropriately safeguard the information. Business Associate shall conduct an accurate and thorough risk assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of Electronic PHI held by Covered Entity.

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~~2.~~4. **Reporting and Mitigating the Effect of Unauthorized Uses and Disclosures.** If Business Associate has knowledge of any use or disclosure of PHI not provided for by this Agreement, then Business Associate shall promptly notify Covered Entity in accordance with Section 12. Business Associate shall establish and implement procedures and other reasonable efforts for mitigating, to the extent possible, any harmful effects arising from any improper use and/or disclosure of PHI of which it becomes aware. Furthermore, in the event Business Associate becomes aware of a Security Incident involving PHI, by itself or any of its agents or subcontractors, Business Associate shall notify Covered Entity in writing within ten (10) calendar days, of such Security Incident. Business Associate shall identify the: (i) date of the Security Incident; (ii) scope of the Security Incident; (iii) Business Associate's response to the Security Incident; and (iv) identification of the party responsible for the Security Incident, if known. Covered Entity and Business Associate agree to act together in good faith to take reasonable steps to investigate and mitigate any harm caused by such unauthorized use or Security Incident. For these purposes, a "Security Incident" shall mean the successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

5. **Data Breach Notification and Mitigation.** Business Associate agrees to promptly notify Covered Entity of any "Breach" of "Unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "Data Breach"). The Parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section, governs the determination of the date of a Data Breach. Business Associate shall, following the discovery of a Data Breach, promptly notify Covered Entity and in no event later than five (5) calendar days after Business Associate discovers such Data Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a Data Breach to Covered Entity, the discovery of a Data Breach shall occur as of the first day on which such Data Breach is known to Business Associate or, by exercising reasonable diligence, would have been known to
Business Associate. Business Associate shall be considered to have had knowledge of a Data Breach if the Data Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the Data Breach) who is an employee, officer or other agent of Business Associate. No later than five (5) calendar days following a Data Breach, Business Associate

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shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the Data Breach notification requirements set forth at 45 C.F.R. §164.400 et seq. Specifically, if the following information is known to (or can be reasonably obtained by) Business Associate, Business Associate shall provide Covered Entity with: (i) contact information for Individuals who were or who may have been impacted by the Data Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the Data Breach, including the date of the Data Breach, date of discovery, and number of Individuals affected by the Data Breach; (iii) a description of the types of unsecured PHI involved in the Data Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnosis and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the Data Breach, mitigate harm to the Individual impacted by the Data Breach, and protect against future Data Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions and/or learn additional information concerning the Data Breach. Following a Data Breach, Business Associate shall have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the Data Breach, including but not limited to the information described in the items above.

~~3.~~6. **Use and Disclosure of PHI ~~by~~ by Subcontractors, Agents, and Representatives.** Business Associate shall require any subcontractor, agent, or other representative that is authorized to create, receive, maintain, or transmit PHI on behalf of Business Associate to execute a business associate agreement to agree in writing to the same terms set forth herein. Business Associate shall terminate its business associate agreement with any subcontractor, agent or other representative if such subcontractor, agent or representative fails to abide by any material term of such agreement. Such business associate agreement shall identify Covered Entity as a third-party beneficiary with rights of enforcement in the event of any HIPAA violations. Any Agreement with any subcontractor, agent or other representative shall specifically include all of the terms of Paragraph 2 of this Agreement.

~~4.~~7. **Individual Rights.** Business Associate shall comply with the following Individual rights requirements as applicable to PHI used or maintained by Business Associate:

~~4.1.~~7.1. Right of Access. Business Associate agrees to provide access to PHI maintained by Business Associate in a Designated Record Set, at the request of Covered Entity, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. §164.524. Such access shall be provided by Business Associate in the time and manner designated by Covered Entity, including, where applicable, access by electronic means pursuant to Section 13405(e) of the HITECH Act.

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~~4.2.~~7.2. Right of Amendment. Business Associate agrees to make any ~~amendment(s~~amendments) to PHI maintained by Business Associate in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

~~4.3.~~7.3. Right to Accounting of Disclosures. Business Associate agrees to document such disclosures of PHI as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, such information collected in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision.

~~4.4.~~7.4. No Waiver of Privilege. Notwithstanding 7.1, 7.2, and 7.3 above, Business Associate shall not permit access to any record if such access would violate Meridian's or Business Associate's ethical responsibilities or any privileges which Business Associate or Meridian may have under Florida or Federal law. To the maximum extent permitted by law, Meridian hereby reserves and retains any and all privileges which Meridian may have under Florida or Federal law related to the confidentiality of all patient records of Meridian or any attorney-client privilege or any attorney-work product privilege which Meridian may have with respect to Business Associate's performance of its obligations under this section. The parties acknowledge that Meridian retains the right to waive its attorney-client privilege with regard to its own records and to expressly instruct Business Associate to provide access to those records as a result of that waiver. In the event Meridian determines to waive any privilege which it may have, Meridian shall provide Business Associate with written notice of that waiver before Business Associate may act on any such decision.

~~5.~~8. Ownership of PHI. Covered Entity holds all right, title and interest in and to any and all PHI received by Business Associate from, or created or received by Business Associate on behalf of, Covered Entity, and Business Associate does not hold, and shall not acquire by virtue of this Agreement or by virtue of providing any services or goods to Covered Entity in the course of fulfilling its obligations pursuant to this Agreement, any right, title or interest in or to such PHI. Except as specified in this Agreement, Business Associate shall have no right to compile, distribute, make any statistical analysis, or develop any report utilizing any PHI provided to Business Associate under this Agreement nor may Business Associate release any information about PHI or the PHI to any other governmental or private agency or entity without the express written consent of Meridian.

~~6.~~9. Prohibition on Sale of PHI. Business Associate shall not sell or receive any remuneration, direct or indirect, of any kind in exchange for PHI or in exchange for the disclosure of PHI to any public or private agency or entity, except as expressly permitted by this Agreement or by the Services Agreement or by written authorization of Meridian.

~~7.~~ **Inspection of Books and Records**. ~~If Business~~ IfBusiness Associate receives a request, made by or on behalf of HHS requiring Business Associate to make available its internal practices, books, and records relating to the use and disclosure of PHI to HHS for the purpose of determining compliance of Covered Entity with the Privacy Standards or the Security Standards, then Business

Associate shall promptly notify Covered Entity of such request. Except as otherwise set forth below, Business Associate shall make its books and records relating to the use and disclosure of

10. PHI by Covered Entity available to HHS and its authorized representatives for purposes of determining compliance of Covered Entity with the Privacy Standards and Security Standards.

To the extent permitted by law, Covered Entity hereby reserves and retains any and all privileges in which it has an interest under Federal or Florida law including attorney-client privilege or attorney-work product privilege with respect to Business Associate's performance if its obligations under this Agreement and this Section 10. Business Associate, to the maximum extent permitted by law, hereby reserves and retains any and all privileges it may have including all work product or other privileges or rights. If the Services Agreement is for legal services, then this section shall not be construed to require Business Associate to disclose or produce communications subject to the attorney-client, work-product, or other privileges or rights with respect to materials that analyze, evaluate or discuss the legal implication of PHI. Notwithstanding the above, in no event shall Business Associate delay complying with a request of HHS or its authorized representatives if such delay appears reasonably likely to result in any penalty, fine or other liability being levied or imposed upon Covered Entity (such likelihood to be determined in the sole discretion of Covered Entity) and Covered Entity has instructed Business Associate in writing to disclose the information requested by HHS or its authorized representatives. The Parties acknowledge that Covered Entity retains the right to: (i) waive the attorney-client privilege with regard to books and records, and (ii) expressly instruct Business Associate to provide HHS and its authorized representatives with such books and records in the event of such waiver.

11. ~~11.~~ **Term and Termination**

~~11.1.~~ 11 • 1 • Term. This Agreement shall commence on the Effective Date and end with the termination of the Services Agreement unless terminated sooner pursuant to Section ~~11.~~20.

11.2. Termination for Breach by ~~by~~ Covered Entity. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), Covered Entity may immediately terminate this Agreement, all relevant Services Agreement(s) and any related agreements if Covered Entity determines that Business Associate has breached a material term of this Agreement. Alternatively, and in the sole discretion of Covered Entity, Covered Entity may choose to provide Business Associate with written notice of the existence of the breach and provide Business Associate with thirty (30) calendar days to cure said breach upon mutually agreeable terms.

11.3. Termination ~~by~~ by Business Associate. If Business Associate determines that Covered Entity has breached a material term of this Agreement, then Business Associate shall provide Covered Entity with written notice of the existence of the breach and shall provide Covered Entity with thirty (30) calendar days to cure said breach upon mutually agreeable terms or end the violation within this thirty (30) day period. Failure by Covered

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~~11.3.~~ Entity to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Services Agreement by Business Associate.

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11.4. Effect of Termination. Upon termination of this Agreement, Business Associate shall recover any PHI relating to this Agreement in possession of Business Associate and its subcontractors, agents, or representatives. Business Associate shall return to Covered Entity or destroy all such PHI plus all other PHI relating to this Agreement in its possession and shall retain no copies. If Business Associate believes that it is not feasible to return or destroy the PHI as described above, Business Associate shall notify Covered Entity in writing. The notification shall include: (i) a written statement that Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, and (ii) the specific reasons for such determination. If the Parties agree that Business Associate cannot feasibly return or destroy the PHI, Business Associate shall ensure that any and all protections, requirements and restrictions contained in this Agreement shall be extended to any PHI retained after the termination of this Agreement, and that any further uses and/or disclosures shall be limited to the purposes that make the return or destruction of the PHI infeasible. If the Parties do not agree that Business Associate cannot feasibly return or destroy the PHI, then Business Associate shall comply with this Paragraph 11.4. If Business Associate refuses to comply with this Paragraph 11.4, then Covered Entity shall treat the refusal as a material breach of this Agreement. In all events, Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI. It is expressly understood that all limitations, restrictions or prohibitions on the use or disclosure of PHI by Business Associate shall continue to exist and shall survive termination of this Agreement for any reason.

12. **Notices.** Any and all notices and other communications required or permitted to be given under this Agreement shall be: (a) delivered by personal delivery, provided the person to whom delivered signs a receipt; (b) delivered by commercial courier such as Federal Express, provided the person to whom delivered signs a receipt or the commercial courier can verify delivery; (c) sent by overnight U.S. express mail, provided the postal service can verify delivery; (d) sent by registered or certified mail, postage prepaid, provided delivery is actually made; or (e) sent by facsimile, provided the person that sent the notice can verify delivery. All notices shall be sent to the following addresses or to such other addresses as shall be furnished by notice to the other party in accordance with the provisions of this Section 12.

If to Meridian Behavioral Healthcare, Inc.:
1565 SW Williston Road
Gainesville, FL 32608
Attn: Don Savoie
President/CEO

If to Suwannee County School Board:
1740 Ohio Avenue South
Live Oak, FL 32064
Attn: Ted Roush
Superintendent

~~13. Miscellaneous.~~

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13. Miscellaneous.

~~13.1.~~ Survival. The respective rights and obligations of the Parties under Section ~~10~~0 (Inspection of Books and Records), Section ~~11.4~~0 (Effect of Termination), and Section ~~13~~0 (Miscellaneous) shall survive termination of this Agreement indefinitely, and those other provisions of this Agreement that apply to rights or obligation of a Party, which continue or arise upon or after the termination of this Agreement shall survive the termination this Agreement to the extent necessary to enforce such rights and obligations and to otherwise

13.1. effectuate such provisions. It is expressly understood that all limitations, restrictions or prohibitions on the use or disclosure of PHI by Business Associate shall continue to exist and shall survive termination of this Agreement for any reason.

13.2. State Law. In addition to HIPAA and the HITECH Act, Business Associate shall comply with all applicable Florida law related to patient privacy or other privacy restrictions on records of Meridian ~~and~~ mid federal security and privacy laws.

13.3. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

13.4. Amendment. This Agreement may be amended or modified only in a writing signed by the Parties. The Parties agree that they shall negotiate amendments to this Agreement to conform to any changes in the HIPAA Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Rules. In addition, in the event that either Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules or any other applicable legislation, then either Party has the right to terminate this Agreement and the Services Agreement upon written notice to the other Party.

13.5. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules and the HITECH Act and permit compliance with requirements of Florida patient confidentiality law to the extent they are more stringent than HIPAA Rules or the HITECH Act.

13.6. Governing Law; ; Venue. This Agreement shall be governed by and construed in all respects by the laws of ~~the~~ die State of Florida. The state court forum for any action commenced under this Agreement shall be in the Circuit Court in and for the Eighth Judicial Circuit of Florida. In the event Federal Court jurisdiction is mandated by some state or federal law, then venue and jurisdiction shall be The United States District Court in the Northern District of Florida, Gainesville Division.

13.7. No Third Party Beneficiaries. Except as provided in Section 6, nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors and permitted assigns of the Parties,

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any rights, remedies, obligations, or liabilities whatsoever.

13.8. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, such unenforceability shall not affect the remainder of this Agreement, which shall remain in ~~full~~ hill force and effect.

13.9. Assignment. Neither Party may assign this Agreement without the prior written consent of the other.

13.10. Attorney's Fees and Costs. Should legal action be required to enforce the terms of this Agreement, the prevailing Party will be entitled to receive from the other Party all costs incurred in connection with such action, including reasonable attorney, legal assistant, investigator, and other paralegal and clerical fees and costs, including such costs and fees on appeal, if any.

13.11. Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

13.12. 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.

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Suwannee County Full School Board Cooperative Agreement ~~2020~~2021-2022
~~SCSB 2021-74 (REVISED/RENEWAL)~~

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 executed this Agreement effective as of the Effective Date.

MERIDIAN BEHAVIORAL HEALTHCARE, INC.:

SUWANNEE COUNTY SCHOOL BOARD:

By: _____

~~Ted Roush~~ ~~MJ6-24~~
~~ZQZO~~
Its: ~~Superintendent~~

MERIDIAN BEHAVIORAL HEALTHCARE, INC.

By: _____

Don Savoie
Its: President/CEO

SUWANNEE COUNTY SCHOOL BOARD:

AUG 25 2020

Chairperson, Suwannee County School Board

By: _____

Ted Roush
Its: Superintendent

Chairperson, Suwannee County School Board

~~"Apprertrn and~~ Approved as to Form an*l Sufficiency

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Suwannee County Full School Board Cooperative Agreement ~~2020~~2021-2022
~~SCSB 2021-74 (REVISED/RENEWAL)~~

~~Sietzen, III~~

BY _____ ___

~~Rumbfe~~ Leonard J. Die ken, ill
Rumberger, Kirk & Caldwell, P.A.,
Suwannee School ~~Board~~ Bo&fu
Attorney""

Suwannee County Public Schools
Rate and Service Contract
2021-2022

THIS RATE AND SERVICES PROVIDER AGREEMENT ("Contract") is made and entered into on July 27, 2021, between the Suwannee County School Board (hereinafter referred to as the "DISTRICT"), and

Florlene Johnson
d/b/a Johnson's Family Child Care Home
1510 Ruby Street, NE
Live Oak, Florida 32064
Phone - 386-364-1483 or 386-361-0447

Teenage Parent Program Childcare Services Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing childcare services to children of eligible students.

ARTICLE I - RECITALS

WHEREAS, the DISTRICT has the responsibility and obligation to operate the public school system of Suwannee County, Florida, and to provide for a free public school education for all children of school age who reside in said County, including services for students pursuant to § 1003.54, Fl. Stat., Teenage Parent Program (TAPP);

WHEREAS: the DISTRICT is required, among other things, to provide for child care for students that qualify for services under TAPP during the period that the public schools of Suwannee County are in session;

WHEREAS, the DISTRICT is authorized by state law to enter into an agreement with the state approved child care PROVIDER for the aforementioned purpose.

WHEREAS: the DISTRICT proposes to contract with the PROVIDER for the purpose of providing child care services to qualified students under TAPP; and

WHEREAS, the PROVIDER is specially trained, experienced and competent to perform the child care required by the DISTRICT, and such services are needed on a limited basis; and

WHEREAS, the PROVIDER has been approved by the State of Florida Department of Children and Families (Chapter 65C-22, Florida Administrative Code, Child Care Standards) and has met the qualifications to be licensed as a child care facility or child care program PROVIDER; and

WHEREAS, the PROVIDER is willing to provide such services to children of the DISTRICT'S eligible students (pursuant to § 1003.54, Fl. Stat; Teenage Parent Program; TAPP); if selected by the eligible students; and

WHEREAS, the PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the children of the DISTRICT, students during the term of this Contract.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **RECITALS.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE II - SPECIAL CONDITIONS

2.1 TERMS.

a. This contract shall become effective July 27, 2021, by both parties and shall remain in force until June 30, 2022.

b. This agreement, however, may be terminated by the DISTRICT or PROVIDER at the end of each fiscal year falling within the term of the agreement without penalty with notice to either party on or before 30 days prior to the end of any fiscal year falling within the term of this agreement.

2.2. The PROVIDER shall provide a program of day care for qualified students as identified by the DISTRICT.

2.3. Students shall be permitted to select a provider from those providers set forth in Exhibit "A" attached: (List of Providers).

2.4 The DISTRICT will pay the PROVIDER selected by the student in accordance with Exhibit "B" attached: (Rate Scale for each Provider). The student shall be responsible for the payment of any provider charges over and above the payment- rate schedule amount.

2.5 The PROVIDER shall submit detailed invoices for reimbursement by the DISTRICT on or before the 20th business day of each month following the month for which services are provided. Monthly invoices must be itemized by student name and student identification number, actual number of hours for which services were provided, and an amount due. With each monthly invoice, PROVIDER shall submit:

Original attendance form provided by the DISTRICT in accordance with Exhibit C (District Attendance Form), showing the dates and times the student was in attendance. Invoices shall be submitted to Michele Howard, TAPP Coordinator, School Board of Suwannee County, Florida, 1740 Ohio Avenue, South, Live Oak, Florida 32064.

2.6 The total amount to be paid to the PROVIDER by the DISTRICT under this contract shall not exceed Provider rate X 180 days for each year of the contract for day care charges without the specific agreement of the DISTRICT. The amount herein set forth may be increased by mutual agreement of the parties subject to availability of funding.

2.7 The PROVIDER shall be deemed an independent contractor. The DISTRICT shall exercise no authority over the personnel assigned to perform this contract by the PROVIDER. The DISTRICT shall have no supervisory authority over the PROVIDER personnel, and shall exercise no control over how the PROVIDER personnel perform their responsibilities under this contract. Should the DISTRICT have any dissatisfaction, concern, or complaints about the manner in which the PROVIDER personnel are performing responsibilities under this contract, those matters shall be communicated to the appropriate management personnel for such appropriate action as that person deems necessary.

2.8 Notwithstanding any provision to the contrary contained in this agreement the PROVIDER and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of § 1002.22(2)(d), Florida Statutes and the Family Educational Rights and Privacy Act (FERPA), any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon the PROVIDER until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

2.9 Upon request the PROVIDER shall permit the DISTRICT to audit the files maintained by the PROVIDER in its performance of this Agreement.

2.10 The PROVIDER contract administrator for this contract is:
Florlene Johnson
d/b/a Johnson's Family Child Care Home
1510 Ruby Street, NE
Live Oak, Florida 32064
Phone - 386-364-1483 or 386-361-0447

2.11 The PROVIDER shall indemnify, and hold harmless and defend the DISTRICT its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SUWANNEE COUNTY SCHOOL BOARD, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the services furnished by The PROVIDER, its agents, servants or employees in the provision of services or performance of duties by the Provider pursuant to this Agreement.

2.12 The PROVIDER must not disclose to the public the identity of any student or their child eligible for TAPP child care services without the written permission of the parent/guardian of such student and the student, themselves.

2.13 The PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and parent conferences.

2.14 The PROVIDER shall complete and provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT:
I. **IRS W-9 Form**
II. **Public Entity Crimes Statement**
III. **Debarment Certification**

2.15 The contract administrator for the DISTRICT is:
Michele Howard
TAPP Coordinator
Suwannee County School Board

The DISTRICT shall:

2.16 Be responsible for the enrollment of qualified students in the TAPP day care program and ensure that each student executes the appropriate agreement attached hereto as Exhibit "D" TAPP Rules Agreement and Student Dropout Prevention Component Referral/Eligibility and Placement.

2.17 Promptly notify the PROVIDER regarding any student that ceases to be eligible for TAPP day care services under this agreement.

2.18 Promptly pay all verified invoices for reimbursement services in accordance with law.

ARTICLE III – GENERAL CONDITIONS

3.1 Nothing in this Agreement shall be interpreted or construed to mean that the District waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

3.2 The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be

entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.3 The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.4 This Agreement may be canceled with or without cause by Suwannee County School Board during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.5 **PUBLIC RECORDS.**
Each party shall maintain its own respective records and documents associated with the Agreement in accordance with the records retention requirements applicable to public records. For additional public records compliance, see Exhibit E.

3.6 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.7 No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.8 The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.9 The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 **GOVERNING LAW.**
This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the DISTRICT and the PROVIDER agree that the exclusive state court forum for said litigation shall be in Suwannee County, FL, in the court of appropriate jurisdiction. The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

3.12 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from Suwannee County School Board.

3.14 Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor

disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.16 NOTICE.

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To DISTRICT:
Ted L. Roush
Superintendent of Schools
Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, FL 32064

With a Copy to:
Michele Howard
TAPP Coordinator
Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, FL 32064

With a Copy to:
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell
Attorney for Suwannee County School Board
Post Office Box 10507
Tallahassee, FL 32302-2507

To PROVIDER:
Florlene Johnson
d/b/a Johnson's Family Child Care Home
1510 Ruby Street, NE
Live Oak, Florida 32064
Phone - 386-362-1483 or 386-361-0447

3.17 AUTHORITY.

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.18 EXCESS FUNDS.

Any party receiving funds paid by the DISTRICT under this Agreement agrees to promptly notify the DISTIRCT of any funds erroneously received from the DISTRICT upon the discovery of such erroneous **payment or overpayment.** **Any such excess funds shall be refunded to Board with interest calculated from** the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by the DISTRICT.

3.19 NON-EXCLUSIVITY.

It is understood that the DISTRICT may also contract with other PROVIDERS to provide child care services to children of eligible students. This contract in no way gives exclusivity to the PROVIDER for services rendered under the TAPP program.

3.20 **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 made and executed this Agreement on the date first above written.

SUWANNEE COUNTY SCHOOL BOARD

Tim Alcorn, Board Chairman

Date: _____

Ted L. Roush, Superintendent
Suwannee County School Board

Date: _____

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

PROVIDER

Florlene Johnson
d/b/a Johnson's Family Child Care Home
1510 Ruby Street, NE
Live Oak, Florida 32064
Phone - 386-364-1483

Date: _____

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

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

STATE OF_____

COUNTY OF_____

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

1. The business address of_____(Contractor) is_____.

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

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

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

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

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

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

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

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

   _____
   Signature/Date

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

_____, (affix seal)
Notary Public

_____,
My Commission Expires

Certification Regarding Debarment, Suspension, and Other Matters

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

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

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

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

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

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

_____

Name & Title of Authorized Representative

_____ _____

Signature Date

EXHIBIT A

List of Providers

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

Florlene Johnson
d/b/a Johnson's Family Child Care Home
1510 Ruby Street, NE
Live Oak, Florida 32064
Phone – 386-364-1483 or 386-361-0447 FAX – 386-362-1373

EXHIBIT B
Rate Scale

There will be a one-time-only non-refundable application fee of $15.00 per family. All subsidized parents are responsible for the difference in fees.

All payments are due Monday morning upon drop off

Full Time	
$200.00	Infants
$200.00	1 year
$200.00	2 years
$200.00	3 years and up

Part Time	
$120.00	Infants
$120.00	1 year
$120.00	2 years
$120.00	3 years and up

Daily drop-in rate $50.00

Open Monday – Friday, 5:00 a.m. to 11:00 p.m.

EXHIBIT C

SUWANNEE COUNTY SCHOOLS
Teenage Parent Child Care Program
2021 - 2022 School Year

Child Care Provider's Name: Johnson's Family Child Care Home	Circle Current Month
Mailing Address: 1510 Ruby Street, NE Live Oak, Florida 32064	AUGUST 2021 SEPTEMBER 2021 OCTOBER 2021 NOVEMBER 2021 DECEMBER 2021 JANUARY 2022 FEBRUARY 2022 MARCH 2022 APRIL 2022 MAY 2022 JUNE 2022
Phone: 386-364-1483 or 386-361-0447	
Contact: Florlene Johnson	

Child's Name (insert date) →	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F

X = present
H = holiday
(If child is absent, leave space blank)

Completed Attendance Sheet due by the 10th of each month following the month of attendance. Failure to return completed attendance sheet by due date can result in payment for services being delayed.
Deliver completed attendance sheet to :

Suwannee County School District
ATTN: Michele Howard
1740 Ohio Avenue, South, Live Oak, Florida 32064
386-647-4277- ofc. 386-208-8687- FAX
michele.howard@suwannee.k12.fl.us

Suwannee County School District
Teenage Parent Program

1. I understand this is a voluntary program and requires parental permission (if minor).
2. I certify that I am eligible for participation in the Teenage Parent Program.
   a. Eligibility requirements: currently enrolled in the Suwannee County School District, and have documented proof of pregnancy or birth.
3. I understand that the goal of my participation in the Teenage Parent Program is to continue my education to obtain a standard diploma.
4. I understand that if I pursue the receipt of an adult diploma or home school, I am no longer eligible for this program or its services.
5. I understand that I am responsible for communicating with Suwannee County District Schools regarding my need for day care, transportation, services, and any change in eligibility for this program.
6. I understand that I am responsible for providing the Suwannee County School District the following documents:
   a. Medical documentation of my pregnancy and/or birth certificate.
   b. My child's immunization record and physical form.
   c. My child's social security card or documentation of the application for the card.
7. I understand that I am required to attend school regularly and that my child is required to attend day care on all days that I attend school except in case of illness (mine or my child). I also understand that my child can only go to day care when I am in school.
8. I understand this packet has to be completed yearly in order to participate in the Teenage Parent Program.

Intent:
___ I plan to participate in the voluntary Teenage Parent Program.
___ I do not want to participate in the Teenage Parent Program.

Transportation:
___ I will need transportation for my child/children. I understand that I have to ride the bus with my child and provide the proper car seat.
___ I do not need transportation for my child/children.

Day care:
___ I need day care for my child/children. Day care of choice _____.
___ I do not need day care for my child/children. Who keeps your child? _____.

I acknowledge that I have read and understand the rules and goal of Suwannee County School District's Teenage Parent Program and that failure to comply with these rules and goals may result in the termination of my participation in the program. I have also received the Teenage Parent Program packet provided by Suwannee County School District that includes educational material according to FS 1003.54.

Student Signature _____ Date _____

Parent Signature _____ Date _____

Guidance Counselor Signature _____ Date _____

Suwannee County School District
Student Dropout Prevention Component
Teenage Parent Program Referral/Eligibility and Placement

Student Name _____ Grade_____ School _____
Date of Birth _____ Social Security Number _____Race _____
Address_____ Phone Number _____
Baby/Child's Name_____ Date of Birth _____
Social Security Number _____ Sex ___ Race _____ Birth Weight_____
Baby/Child's Name_____ Date of Birth _____
Social Security Number _____ Sex ___ Race _____ Birth Weight_____

1. Student placed in Teenage Parent Program (date) _____ on basis of:
   a. ___ Medical diagnosis of pregnancy by physician ____ Ultrasound Due date: _____
   b. ___ Birth Certificate ___ Social Security Card ___ Health Physical ___ Immunizations
2. Parent notification/letter date_____
3. Staffing committee meeting date_____

Parent Conference Checklist

A Guidance Counselor has discussed the following with the student and parent:
___Explanation of Teenage Parent Program and services provided
___Adjusted the student's schedule (if needed)
___Participation and criteria for child care (if needed)
___ Complete enrollment forms for child/children

Signature Guidance Counselor_____ Date _____
Student Signature _____ Date _____

___ I give permission for (name of student) _____to participate in the Teenage Parent Program during the (School Year) _____.

_____
Parent Signature Date

___ I do not want my son/daughter to participate in the Teenage Parent Program.

_____
Parent Signature Date

EXHIBIT E

Public Records Law Requirements Under Chapter 119.0701, Florida Statutes

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

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

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

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

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

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes (2018), 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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SCSB ~~2021-68~~ 2022-65 (REVISED/RENEWAL)

Suwannee County ~~School District~~Public Schools

Rate and Service Contract

~~2020-2021~~2021-2022

THIS RATE AND SERVICES PROVIDER AGREEMENT ("Contract") is made and entered into on July ~~28~~27, ~~2020~~2021, between the Suwannee County School Board (hereinafter referred to as the "DISTRICT"), and

Florlene Johnson
d/b/a Johnson's Family Child Care Home
1510 Ruby Street, NE
Live Oak, Florida 32064
Phone - 386-364-1483 or 386-361-0447

~~Teen~~ Teenage Parent Program Childcare Services Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing childcare services to children of eligible students.

ARTICLE I - RECITALS

WHEREAS, the DISTRICT has the responsibility and obligation to operate the public school system of Suwannee County, Florida, and to provide for a free public school education for all children of school age who reside in said County, including services for students pursuant to § 1003.54, ~~Fla~~FI. Stat., ~~Teen-Age~~ Teenage Parent Program (TAPP);

WHEREAS: the DISTRICT is required, among other things, to provide for child care for students that qualify for services under TAPP during the period that the public schools of Suwannee County are in session;

WHEREAS, the DISTRICT is authorized by state law to enter into an agreement with the state approved child care PROVIDER for the aforementioned purpose.

WHEREAS: the DISTRICT proposes to contract with the PROVIDER for the purpose of providing child care services to qualified students under TAPP; and

WHEREAS, the PROVIDER is specially trained, experienced and competent to perform the ~~childcare~~ child care required by the DISTRICT, and such services are needed on a limited basis; and

WHEREAS, the PROVIDER has been approved by the State of Florida Department of Children and Families (Chapter 650-22, Florida Administrative Code, Child Care Standards) and has met the qualifications to be licensed as a child care facility or child care program PROVIDER; and

WHEREAS, the PROVIDER is willing to provide such services to children of the DISTRICT'S eligible students (pursuant to § 1003.54, ~~Fla~~FI. Stat; ~~Teen-Age~~ Teenage Parent Program, TAPP), if selected by the eligible students; and

WHEREAS, the PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the children of the DISTRICT, students during the term of this Contract.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **RECITALS.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by

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reference.

ARTICLE II - SPECIAL CONDITIONS

2.1 TERMS.

a. This contract shall become effective July ~~2827, 2020~~ 2021, by both parties and shall remain in force until June 30, ~~2021~~2022.

b. This agreement, however, may be terminated by the DISTRICT or PROVIDER at the end of each fiscal year falling within the term of the agreement without penalty with notice to either party on or before 30 days prior to the end of any fiscal year falling within the term of this agreement.

2.2. The PROVIDER shall provide a program of day care for qualified students as identified by the DISTRICT.

2.3. Students shall be permitted to select a provider from those providers set forth in Exhibit A "A" attached: (List of Providers).

2.4 The DISTRICT will pay the PROVIDER selected by the student in accordance with Exhibit B "B" attached: (Rate Scale for each Provider). The student shall be responsible for the payment of any provider charges over and above the payment rate schedule amount.

2.5 The PROVIDER shall submit detailed invoices for reimbursement by the DISTRICT on or before the 20th business day of each month following the month for which services are provided. Monthly invoices must be itemized by student name and student identification number, actual number of hours for which services were provided, and an amount due. With each monthly invoice, PROVIDER shall submit:

Original attendance form provided by the DISTRICT in accordance with Exhibit C (District Attendance Form), showing the dates and times the student was in attendance. Invoices shall be submitted to Michele Howard, TAPP Coordinator, School Board of Suwannee County, Florida, 1740 Ohio Avenue, South, Live Oak, Florida 32064.

2.6 The total amount to be paid to the PROVIDER by the DISTRICT under this contract shall not exceed Provider rate X 180 days for each year of the contract for day care charges without the specific agreement of the DISTRICT. The amount herein set forth may be increased by mutual agreement of the parties subject to availability of funding.

2.7 The PROVIDER shall be deemed an independent contractor. The DISTRICT shall exercise no authority over the personnel assigned to perform this contract by the PROVIDER. The DISTRICT shall have no supervisory authority over the PROVIDER personnel, and shall exercise no control over how the PROVIDER personnel perform their responsibilities under this contract. Should the DISTRICT have any dissatisfaction, concern, or complaints about the manner in which the PROVIDER personnel are performing responsibilities under this contract, those matters shall be communicated to the appropriate management personnel for such appropriate action as that person deems necessary.

2.8 Notwithstanding any provision to the contrary contained in this agreement the PROVIDER and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of § 1002.22(2)(d), Florida Statutes and the Family Educational Rights and Privacy Act (FERPA), any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon the PROVIDER until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

2.9 Upon request the PROVIDER shall permit the DISTRICT to audit the files maintained by the PROVIDER in its performance of this Agreement.

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2.10 The PROVIDER contract administrator for this contract is:
Florlene Johnson
d/b/a Johnson's Family Child Care Home
1510 Ruby Street, NE
Live Oak, Florida 32064
Phone - 386-364-1483 or 386-361-0447

2.11 The PROVIDER shall indemnify, and hold harmless and defend the DISTRICT its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SUWANNEE COUNTY SCHOOL BOARD, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the services furnished by The PROVIDER, its agents, servants or employees in the provision of services or performance of duties by the Provider pursuant to this Agreement.

2.12 The PROVIDER must not disclose to the public the identity of any student or their child eligible for TAPP ~~child care~~ child care services without the written permission of the parent/guardian of such student and the student, themselves.

2.13 The PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and parent conferences.

2.14 The PROVIDER shall complete and provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT:
I. IRS W-9 Form
II. Public Entity Crimes Statement
III. Debarment Certification

2.15 The contract administrator for the DISTRICT is:
Michele Howard
TAPP Coordinator Suwannee County School Board

The DISTRICT shall:

2.16 Be responsible for the enrollment of qualified students in the TAPP day care program and ensure that each student executes the appropriate agreement attached hereto as Exhibit D "D" TAPP Rules Agreement and Student Dropout Prevention Component Referral/Eligibility and Placement.

2.17 Promptly notify the PROVIDER regarding any student that ceases to be eligible for TAPP day care services under this agreement.

2.18 Promptly pay all verified invoices for reimbursement services in accordance with law.

ARTICLE III - GENERAL CONDITIONS

3.1 Nothing in this Agreement shall be interpreted or construed to mean that the District waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

3.2 The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be

(REVISED/RENEWAL) entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.3 The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.4 This Agreement may be canceled with or without cause by Suwannee County School Board during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.5 PUBLIC RECORDS.
Each party shall maintain its own respective records and documents associated with the Agreement in accordance with the records retention requirements applicable to public records. For additional public records compliance, see Exhibit F.

3.6 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.7 No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.8 The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.9 The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 GOVERNING LAW.
This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the DISTRICT and the PROVIDER agree that the exclusive state court forum for said litigation shall be in Suwannee County, FL, in the court of appropriate jurisdiction. The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

3.12 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from Suwannee County School Board.

~~**3.14 FORCE MAJEURE.**~~
~~Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2020-2021 academic year.~~

3.14 Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by

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disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.16 NOTICE.

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To DISTRICT:
Ted L. Roush Superintendent of Schools
Suwannee County School Board 1740 Ohio Avenue, South Live Oak, FL 32064

With a Copy to:
Michele ~~Howard~~ Floward TAPP Coordinator
Suwannee County School Board 1740 Ohio Avenue, South Live Oak, FL 32064

With a Copy to:
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell
Attorney for Suwannee County School Board
~~101 North Monroe Street, Suite 120~~
Post Office Box 10507
Tallahassee, FL ~~32301~~32302-2507

To PROVIDER:
Florlene Johnson
d/b/a Johnson's Family Child Care Home
1510 Ruby Street, NE
Live Oak, Florida 32064
Phone - 386-362-1483 or 386-361-0447

3.17 AUTHORITY.

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

INFO ONLY

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3.18 EXCESS FUNDS.
Any party receiving funds paid by the DISTRICT under this Agreement agrees to promptly notify the DISTIRCT of any funds erroneously received from the DISTRICT upon the discovery of such erroneous **payment or overpayment.** **Any such excess funds shall be refunded to Board with interest calculated from** the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, as applicable at the time the erroneous payment or overpayment was made by the DISTRICT.

3.19 NON-EXCLUSIVITY.
It is understood that the DISTRICT may also contract with other PROVIDERS to provide ~~childcare~~ child care services to children of eligible students. This contract in no way gives exclusivity to the PROVIDER for services rendered under the TAPP program.

~~**3.20. E-VERIFY.**~~
~~See Exhibit F.~~

3.20 E-Verify. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Flomeland 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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SCSB 2022-65 (REVISED/RENEWAL)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

SUWANNEE COUNTY SCHOOL BOARD

~~Ed daSilva~~Tim Alcorn, Board Chairman

Date:_____

Ted L. Roush, Superintendent
Suwannee County School Board

Date:

PROVIDER

Florlene Johnson
d/b/a Johnson's Family Child Care Home
1510 Ruby Street, NE Live Oak, Florida
32064 Phone-386-364-1483

Date: _____

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Approved 10/11/2011
Revised 04/26/2016
SCSB Form #7200-124

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SCSB 20~~SCSB2021268~~(RREVISED/RENEWAL)

SWORN STATEMENT UNDER SECTION 287.133,
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF

COUNTY OF , who, being by be-

Before me, the undersigned authority, personally appeared first duly sworn, made the following statement: (Contractor)

1. The business address of is

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

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

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

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

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

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Revised 04/26/2016
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(Draw a line through paragraph 6 if paragraph 7 below applies.)

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

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

Signature/Date

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

_____, (affix seal)
Notary Public

My Commission Expires

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Approved 10/11/2011
Revised 04/26/2016
SCSB Form #7200-124

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SCSB ~~2021-68~~ 2022-65 (REVISED/RENEWAL)

Certification Regarding Debarment, Suspension, and Other Matters

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

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

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

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

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

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

Name & Title of Authorized Representative

Signature Date

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EXHIBIT A

List of Providers

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

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

~~**Tawanna Bryant**~~
~~d/b/a Tender Touch Learning Center, LLC~~
~~409 Hillman Avenue~~
~~Live Oak, Florida 32064~~
~~Phone 386-208-2273~~

Florlene Johnson
d/b/a Johnson's Family Child Care Home
1510 Ruby Street, NE
Live Oak, Florida 32064
Phone - 386-364-1483 or 386-361-0447 FAX - 386-362-1373

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SCSB ~~2021-68~~ 2022-65 (REVISED/RENEWAL)

EXHIBIT
B Rate
Scale

~~Florlene Johnson~~

~~d/b/a Johnson's Family Child Care Home~~

~~2020 - 2021 Child Care Rates~~

~~*INFANTS*~~		~~*One Year Olds*~~		~~*Two Year Olds*~~		~~*Three Year Olds*~~		~~*Four Year Olds*~~	
~~0-12 *Months*~~		~~12-23 *Months*~~		~~*24 - 35 Months*~~		~~*36 - 47 Months*~~		48-59 ~~*Months*~~	
~~Week~~	~~Day~~	~~Week~~	~~Day~~	~~Week~~	~~Day~~	~~Week~~	~~Day~~	~~Week~~	~~Day~~
~~*120.00 FT*~~	~~*30.00*~~	~~*120.00 FT*~~	~~*30.00*~~	~~*120.00 FT*~~	~~*30.00*~~	~~*120.00 FT*~~	~~*30.00*~~	~~*120.00 FT*~~	~~*30.00*~~
~~*100.00 PT*~~	~~*30.00*~~	~~*100.00 PT*~~	~~*30.00*~~	~~*120.00 FT*~~	~~*30.00*~~	~~*100.00 FT*~~	~~*30.00*~~	~~*100.00 PT*~~	~~*30.00*~~

There will be a one-time only non-refundable application fee of $15.00 per family. All subsidized parents are responsible for the difference in fees.

All ~~***~~All payments are due Monday morning upon drop-~~off.~~ off~~***~~

Full Time	
$200.00	Infants
$200.00	1 year
$200.00	2 years
$200.00	3 years and up

Part Time	
$120.00	Infants
$120.00	1 year
$120.00	2 years
$120.00	3 years and up

Daily drop-in rate $50.00

Open Monday ~~through~~ - Friday - 6:00 a.m. to 11:00 p.m.

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Revised 04/26/2016
~~SCSB Form #7200-124~~

~~FT denotes full time. FT denotes part time.~~

EXHIBIT C

SUWANNEE COUNTY SCHOOLS
Teenage Parent Child Care Program
~~2020—2021~~ 2022 School Year

INFO ONLY

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SCSB ~~2021-68~~ 2022-65 (REVISED/RENEWAL)

Child Care Provider's Name: **Johnson's Family Child Care Home**
Mailing Address: 1510 Ruby Street, NE
Live Oak, Florida 32064
Phone: 386-364-1483 or 386-361-0447
Contact. **Florlene Johnson**

Circle Current Month
AUGUST ~~2020~~2021 SEPTEMBER ~~2020~~ 2021 OCTOBER ~~2020~~2021
NOVEMBER ~~2020~~ 2021 DECEMBER ~~2020~~2021
JANUARY ~~2021~~2022 FEBRUARY ~~2021~~ 2022 MARCH ~~2021~~2022
APRIL ~~2021~~2022 MAY ~~2021~~2022 JUNE ~~2021~~2022

	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
Child's Name (insert date) -	-►																								

X = present
H = holiday
(If child is absent, leave space blank)

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SCSB Form #7200-124

Approved 10/11/2011 Revised 04/26/2016

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EXHIBIT D

SCSB ~~2021-68~~ 2022-65
(REVISED/RENEWAL)
Page 1 of 2 of Exhibit D

Suwannee County School District
Teenage Parent Program

1. I understand this is a voluntary program and requires parental permission (if minor).
2. I certify that I am eligible for participation in the Teenage Parent Program.
   a. Eligibility requirements: currently enrolled in the Suwannee County School District, and have documented proof of pregnancy or birth.
3. I understand that the goal of my participation in the Teenage Parent Program is to continue my education to obtain a standard diploma.
4. I understand that if I pursue the receipt of an adult diploma or home school, I am no longer eligible for this program or its services.
5. I understand that I am responsible for communicating with Suwannee County District Schools regarding my need for day care, transportation, services, and any change in eligibility for this program.
6. I understand that I am responsible for providing the Suwannee County School District the following documents:
   a. Medical documentation of my pregnancy and/or birth certificate.
   b. My child's immunization record and physical form.
   c. My child's social security card or documentation of the application for the card.
7. I understand that I am required to attend school regularly and that my child is required to attend day care on all days that I attend school except in case of illness (mine or my child). I also understand that my child can only go to day care when I am in school.
8. I understand this packet has to be completed yearly in order to participate in the Teenage Parent Program.

Intent:
__ I plan to participate in the voluntary Teenage Parent Program.
__ I do not want to participate in the Teenage Parent Program.

Transportation:
__ I will need transportation for my child/children. I understand that I have to ride the bus with my child and provide the proper car seat.
__ I do not need transportation for my child/children.

Day care:
__ I need day care for my child/children. Day care of choice_____.
__ I do not need day care for my child/children. Who keeps your child?_____.

I acknowledge that I have read and understand the rules and goal of Suwannee County School District's Teenage Parent Program and that failure to comply with these rules and goals may result in the termination of my participation in the program. I have also received the Teenage Parent Program packet provided by Suwannee County School District that includes educational material according to FS 1003.54.

Student Signature_____Date_____

Parent Signature_____Date_____

Guidance Counselor Signature_____Date _____

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Approved 10/11/2011
Revised 04/26/2016
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Suwannee County School District
Student Dropout Prevention Component
Teenage Parent Program Referral/Eligibility and Placement

Student Name_____ _____Grade_____School _____
Date of Birth_____ Social Security Number_____ Race __
Address _____ _____ Phone Number_____
Baby/Child's Name __ _____ Date of Birth _____
Social Security Number _____Sex _ Race_____Birth Weight
Baby/Child's Name __ _____ Date of Birth _____
Social Security Number _____Sex _ Race_____Birth Weight

1. Student placed in Teenage Parent Program (date)_____ on basis of:
   a. _Medical diagnosis of pregnancy by physician____Ultrasound Due date: _____
   b. _Birth Certificate____Social Security Card ___Health Physical ___Immunizations
2. Parent notification/letter date_____
3. Staffing committee meeting date_____

Parent Conference Checklist

A Guidance Counselor has discussed the following with the student and parent:
___^Explanation of Teenage Parent Program and services provided
___Adjusted the student's schedule (if needed)
___^Participation and criteria for child care (if needed)
___Complete enrollment forms for child/children

Signature Guidance Counselor_____ Date
Student Signature_____ Date

I give permission for (name of student) _____to participate in the Teenage Parent Program during the (School Year) _____.

Parent Signature Date

I do not want my son/daughter to participate in the Teenage Parent Program.

Parent Signature Date

Approved 10/11/2011
Revised 04/26/2016
SCSB Form #7200-124

INFO ONLY

SCSB 2022-65 (REVISED/RENEWAL)

EXHIBIT E

Public Records Law Requirements Under Chapter 119.0701, Florida Statutes

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

If you are a contractor as defined by Section 119.0701(l)(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 ~~119.070 1(2)(b)4~~119.0701(2)(b)4, Florida Statutes (2018), for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

~~**EXHIBIT F**~~

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

~~A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-~~

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~~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, 202E 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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Approved 10/11/2011
Revised 04/26/2016
SCSB Form #7200-124

RIVEROAK TECHNICAL COLLEGE

RIVEROAK Technical College

Suwannee County School Board through RIVEROAK Technical College Career Pathway Agreement with District School Board of Jefferson County

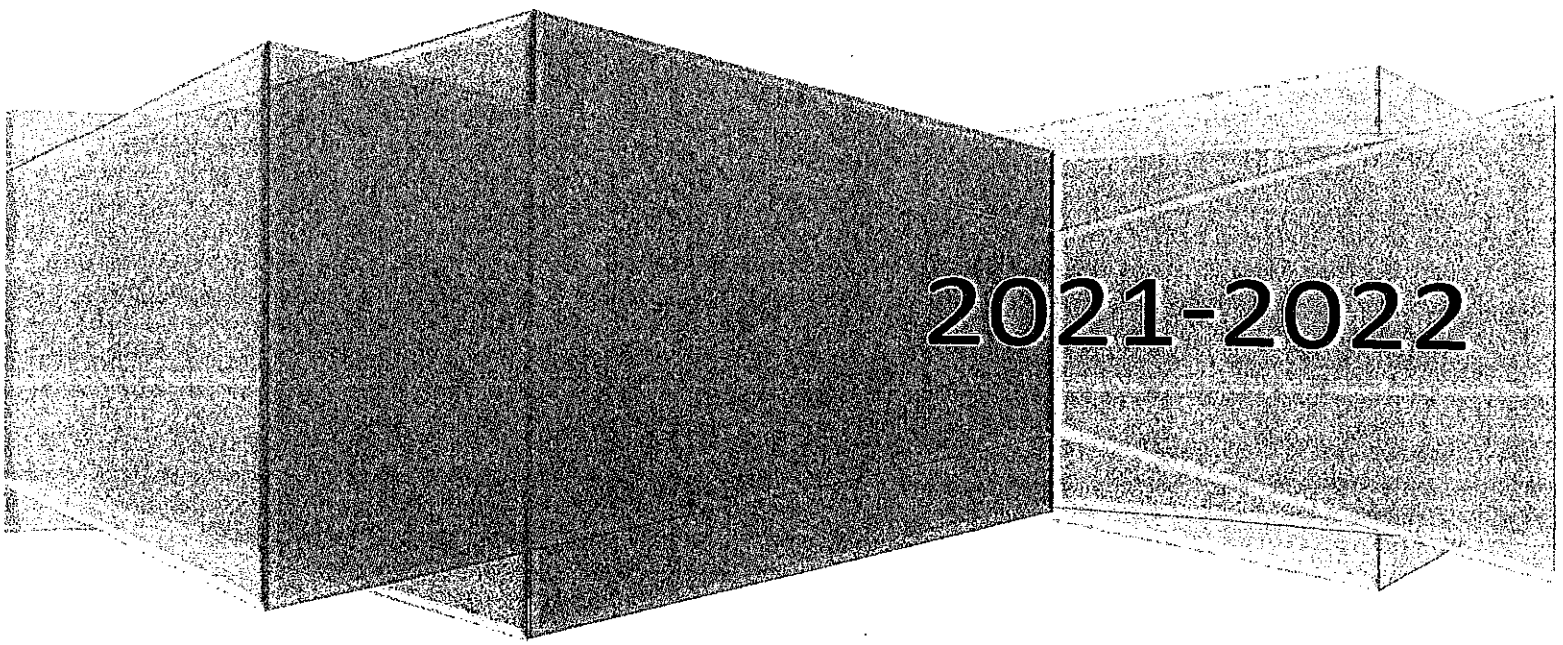


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Career and Technical Education 2

RIVEROAK Technical College Agreement 4

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Career and Technical Education
RIVEROAK Technical College & District School Board of Jefferson County
Career Pathways Articulation Agreement
2021-2022

Articulation is a method of granting postsecondary clock hours earned while successfully completing a Secondary Career and Technical Education course and/or program as part of secondary school instruction. Each school district and RIVEROAK Technical College (RTC) will maintain the integrity of their separate programs and enter into this agreement as cooperating educational institutions.

RTC will work with the school district to establish Career Pathways to serve Career and Technical Education (CTE) students. Additional agreements may be developed during the year, and this agreement will be amended as those agreements are completed.

Student Qualifications
Students must meet all RTC admission requirements and present evidence of the following:

1. Successful completion of the articulated secondary technical program of study with a grade of 3.0 (on a 4.00 scale) or better.

2. Completion of RIVEROAK Technical College Basic Skills testing requirements.

3. Must be a graduate from secondary school no more than 18 months prior to enrollment at RIVEROAK Technical College.

4. Enrollment in a certificate program appropriate to the postsecondary clock hours shall be awarded upon completion of the program's entrance examination (if required) or verification of an industry certification earned (prior to enrollment).

Procedure

1. Secondary school guidance departments shall provide evidence of program completion and additional requested information to RIVEROAK Technical College's Career Pathways contact. Evidence may include: official student transcripts, student report cards and/or applicable nationally recognized industry certifications.

2. RIVEROAK Technical College's Career Pathways contact will issue a letter to students who have successfully completed the secondary Career Pathway program as reported by the secondary school guidance department contact informing students of the Career Pathway articulation agreement opportunities.

3. High school credit earned under this articulation agreement will be entered into the student's record after the student has completed 150 postsecondary clock hours in the program in which the certificate is to be awarded.

4. Comprehensive exams may be completed by students who have not earned the industry certification associated with the program of study.

5. A letter grade for the course will be assigned by RIVEROAK Technical College based on the student's performance on the student competency exam.

Conditions of Agreement

1. District School Board of Jefferson County faculty members and RIVEROAK Technical College faculty members will review course textbooks, syllabi, and other institutional materials, as needed, in order to develop articulated programs of study.

2. District School Board of Jefferson County and RIVEROAK Technical College will review the list of articulated programs of study annually. Changes will be made, as necessary, based upon changes in program offerings and outcomes.

3. District School Board of Jefferson County and RIVEROAK Technical College will cooperate in publicizing this program to secondary school students in order to ensure that they are aware of these opportunities.

4. RIVEROAK Technical College will not charge tuition for any courses for which a student receives articulated credit.

This agreement may be terminated at any time by either District School Board of Jefferson County or RIVEROAK Technical College through providing a thirty (30) day notice. In the event of termination, both agencies agree that students who are currently in secondary courses and working toward fulfilling the competencies or who are in their first semester at RIVEROAK Technical College will be allowed to complete the articulated credit.

This agreement will remain in effect beginning on July 27, 2021 and ending on June 30, 2022; and will be reviewed annually by the articulation committee. The articulation committee will be composed of the Director, RIVEROAK Technical College; Coordinator of Career and Technical Education, District School Board of Jefferson County; the North Florida Career Pathways Coordinator and others as designated.

High School Career Pathway	Associated Industry Certification(s)	RTC Program of Study/ Certificate	Assessment	Articulated Credit
Culinary Arts - 8800500 8800500 Culinary Arts 1 8800510 Culinary Arts 2 8800520 Culinary Arts 3	**NRAEF002** National Pro-Start Certificate of Achievement **NRAEF003** Certified Food Protection Manager (ServSafe)	**Professional Culinary Arts & Hospitality – PSAV**	Completion of the high school program of study. Student must receive a **grade of "B"** or better in each class in the **Technical Core** and must successfully complete all academics with an **overall GPA of "C" or higher.**	HMV 0100 Food Preparation (300 hours) OCP A
Digital Design - 8209600 8207310 Digital Information Technology 8209510 Digital Design 1 8029520 Digital Design 2	**MICRO069** – Microsoft Office Specialist **ADOBE010** Dreamweaver **ADOBE011** Flash **ADOBE018** Premiere Pro **ADOBE020** Illustrator **ADOBE21** InDesign **ADOBE22** Photoshop	**Digital Design 1 – PSAV**	Completion of the high school program of study. Student must receive a grade of "B" or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of "C" or higher.	OTA 0040 Information Technology Assistant (150 hours) OCP A GRA 0024 Production Assistant (150 hours) OCP B
Digital Design - 8209600 8207310 Digital Information Technology 8209510 Digital Design 1 8029520 Digital Design 2	**MICRO069** – Microsoft Office Specialist **ADOBE010** Dreamweaver **ADOBE011** Flash **ADOBE018** Premiere Pro **ADOBE020** Illustrator **ADOBE21** InDesign **ADOBE22** Photoshop	**Medical Administrative Specialist – PSAV**	Completion of the high school program of study. Student must receive a grade of "B" or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of "C" or higher.	OTA 0040 Information Technology Assistant (150 hours) OCP A

Digital Information Technology Course Number: 8207310	**MICRO069** – Microsoft Office Specialist **AND/OR** successful completion of the course with a "B" of higher.	**Digital Design 1** – PSAV **Medical Administrative Specialist** – PSAV	Completion of the high school course with a "B" or better and an overall GPA of "C" or higher.	OTA 0040 Information Technology Assistant (150 hours) OCP A

IN WITNESS WHEREOF, the District Board of Jefferson County, Florida and The District School Board of Suwannee County, and the Director - RIVEROAK Technical College, Florida have adopted this agreement and caused it to be executed by their respective chairs and chief executive officers, in accordance with Section 1007.271, F.S., Dual Enrollment Articulation Agreements.

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

Date	Superintendent, District School Board of Suwannee County
Date	Chair, District School Board of Suwannee County
Date	Director, RIVEROAK Technical College/Career and Adult Education
Date	Superintendent, District School Board of Jefferson County
Date	Chair, District School Board of Jefferson County
Date	Director, Career & Technical Education, District School Board of Jefferson County

RIVEROAK TECHNICAL COLLEGE

RIVEROAK Technical College

Suwannee County School Board through RIVEROAK Technical College Career Pathway Agreement with District School Board of Lafayette County

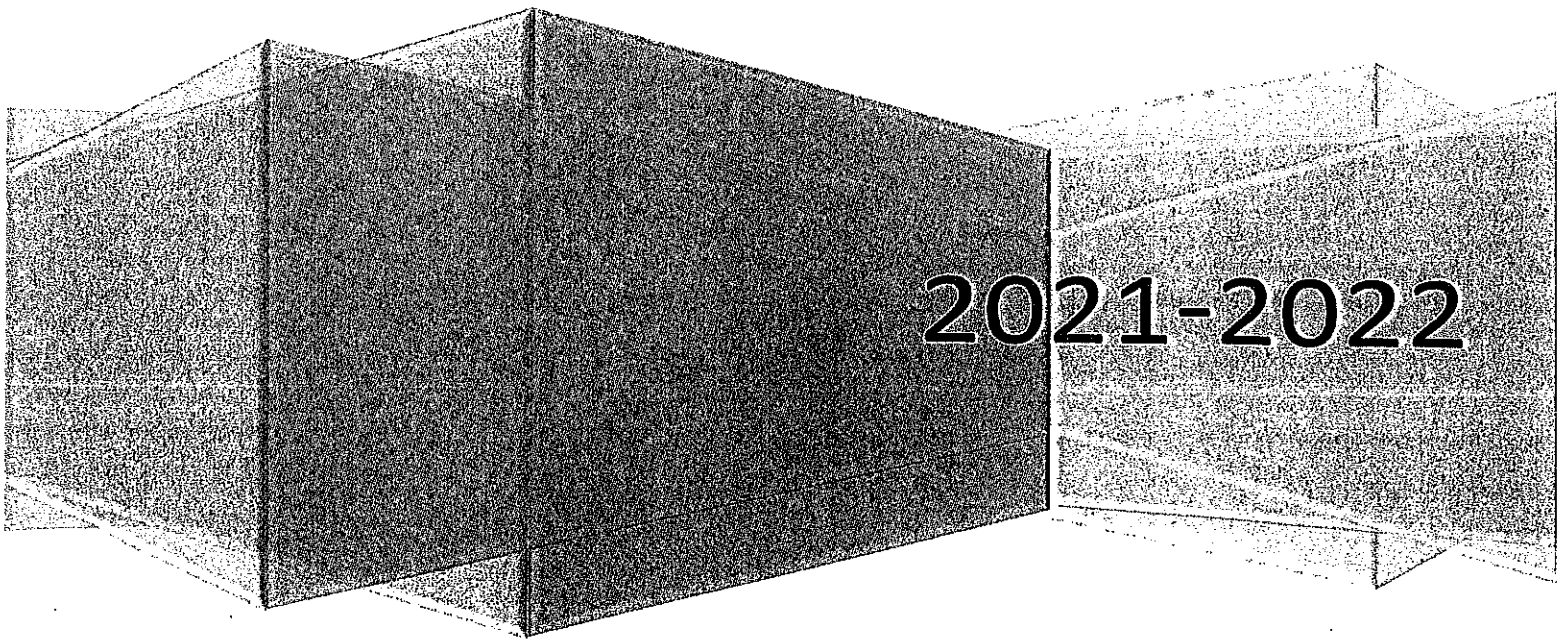


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Career and Technical Education
RIVEROAK Technical College & District School Board of Lafayette County
Career Pathways Articulation Agreement
2021-2022

Articulation is a method of granting postsecondary clock hours earned while successfully completing a Secondary Career and Technical Education course and/or program as part of secondary school instruction. Each school district and RIVEROAK Technical College (RTC) will maintain the integrity of their separate programs and enter into this agreement as cooperating educational institutions.

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2. Completion of RIVEROAK Technical College Basic Skills testing requirements.

3. Must be a graduate from secondary school no more than 18 months prior to enrollment at RIVEROAK Technical College.

4. Enrollment in a certificate program appropriate to the postsecondary clock hours shall be awarded upon completion of the program's entrance examination (if required) or verification of an industry certification earned (prior to enrollment).

Procedure

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4. Comprehensive exams may be completed by students who have not earned the industry certification associated with the program of study.

5. A letter grade for the course will be assigned by RIVEROAK Technical College based on the student's performance on the student competency exam.

Conditions of Agreement

1. District School Board of Lafayette County faculty members and RIVEROAK Technical College faculty members will review course textbooks, syllabi, and other institutional materials, as needed, in order to develop articulated programs of study.

2. District School Board of Lafayette County and RIVEROAK Technical College will review the list of articulated programs of study annually. Changes will be made, as necessary, based upon changes in program offerings and outcomes.

3. District School Board of Lafayette County and RIVEROAK Technical College will cooperate in publicizing this program to secondary school students in order to ensure that they are aware of these opportunities.

4. RIVEROAK Technical College will not charge tuition for any courses for which a student receives articulated credit.

This agreement may be terminated at any time by either District School Board of Lafayette County or RIVEROAK Technical College through providing a thirty (30) day notice. In the event of termination, both agencies agree that students who are currently in secondary courses and working toward fulfilling the competencies or who are in their first semester at RIVEROAK Technical College will be allowed to complete the articulated credit.

This agreement will remain in effect beginning on July 27, 2021 and ending on June 30, 2022; and will be reviewed annually by the articulation committee. The articulation committee will be composed of the Director, RIVEROAK Technical College; Coordinator of Career and Technical Education, District School Board of Lafayette County; the North Florida Career Pathways Coordinator and others as designated.

High School Career Pathway	Associated Industry Certification(s)	RTC Program of Study/ Certificate	Assessment	Articulated Credit
Culinary Arts - 8800500 8800510 Culinary Arts 1 8800520 Culinary Arts 2 8800530 Culinary Arts 3 8800540 Culinary Arts 4	**NRAEF002** National Pro-Start Certificate of Achievement **NRAEF003** Certified Food Protection Manager (ServSafe)	**Professional Culinary Arts & Hospitality – PSAV**	Completion of the high school program of study. Student must receive a **grade of "B"** or better in each class in the **Technical Core** and must successfully complete all academics with an **overall GPA of "C" or higher.**	HMV 0100 Food Preparation (300 hours) OCP A
Web Development - 9001100 Digital Information Technology 8207310	**MICRO069** – Microsoft Office Specialist **AND/OR** successful completion of the course with a "B" of higher.	**Digital Design 1 – PSAV** **Medical Administrative Specialist – PSAV**	Completion of the high school course with a "B" or better and an overall GPA of "C" or higher.	OTA 0040 Information Technology Assistant (150 hours) OCP A
Nursing Assistant (Acute and Long Term Care) 8741700 Health Science Anatomy & Physiology/ 2000350 Anatomy & Physiology 8741710 Health Science Foundations OCP A 8417211 Nursing Assistant 3 OCP B	**FDMQA002** – Certified Nursing Assistant	**Patient Care Technician –PSAV** **Practical Nursing - PSAV**	Completion of the high school program of study. Student must receive a **grade of "B"** or better in each class in the **Technical Core** and must successfully complete all academics with an **overall GPA of "C" or higher.**	HSC003 Basic Healthcare Worker(90 hours) OCP A *Note: Students enrolling into Patient Care Technician or Practical Nursing will be credited OCP A but will be required to audit the course at no cost.

IN WITNESS WHEREOF, the District Board of Lafayette County, Florida and The District School Board of Suwannee County, and the Director - RIVEROAK Technical College, Florida have adopted this agreement and caused it to be executed by their respective chairs and chief executive officers, in accordance with Section 1007.271, F.S., Dual Enrollment Articulation Agreements.

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

Date	Superintendent, District School Board of Suwannee County
Date	Chair, District School Board of Suwannee County
Date	Director, RIVEROAK Technical College/Career and Adult Education
Date	Superintendent, District School Board of Lafayette County
Date	Chair, District School Board of Lafayette County
Date	Director, Career & Technical Education, District School Board of Lafayette County

RIVEROAK TECHNICAL COLLEGE

RIVEROAK Technical College

Suwannee County School Board through RIVEROAK Technical College Career Pathway Agreement with District School Board of Madison County

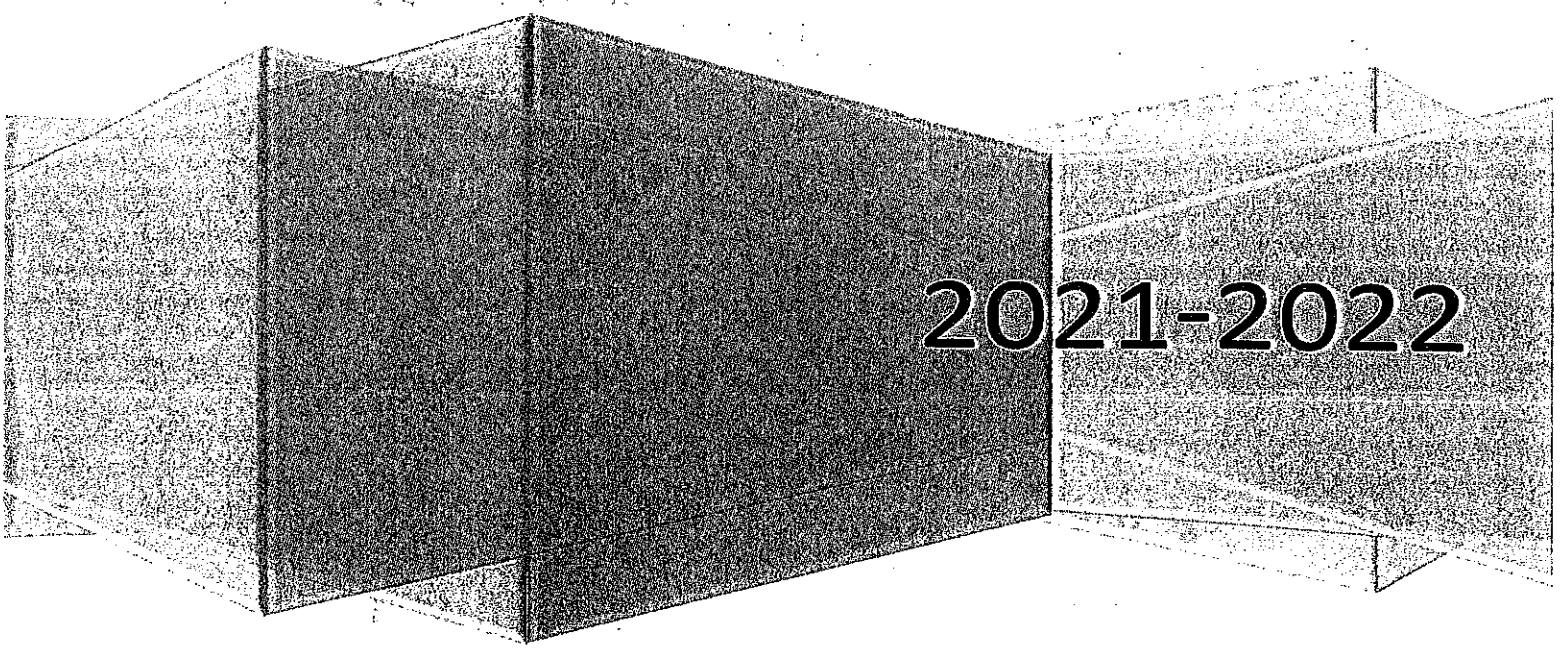


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Digital Design - 8209600 8207310 Digital Information Technology 8209510 Digital Design 1 8029520 Digital Design 2	**MICRO069** – Microsoft Office Specialist **ADOBE010** Dreamweaver **ADOBE011** Flash **ADOBE018** Premiere Pro **ADOBE020** Illustrator **ADOBE21** InDesign **ADOBE22** Photoshop	**Digital Design 1 – PSAV**	Completion of the high school program of study. Student must receive a grade of "B" or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of "C" or higher.	OTA 0040 Information Technology Assistant (150 hours) OCP A GRA 0024 Production Assistant (150 hours) OCP B
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"Approved as to Form and Sufficiency
BY
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Date	Superintendent, District School Board of Suwannee County
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RIVEROAK TECHNICAL COLLEGE

RIVEROAK Technical College

Suwannee County School Board through RIVEROAK Technical College Career Pathway Agreement with District School Board of Hamilton County

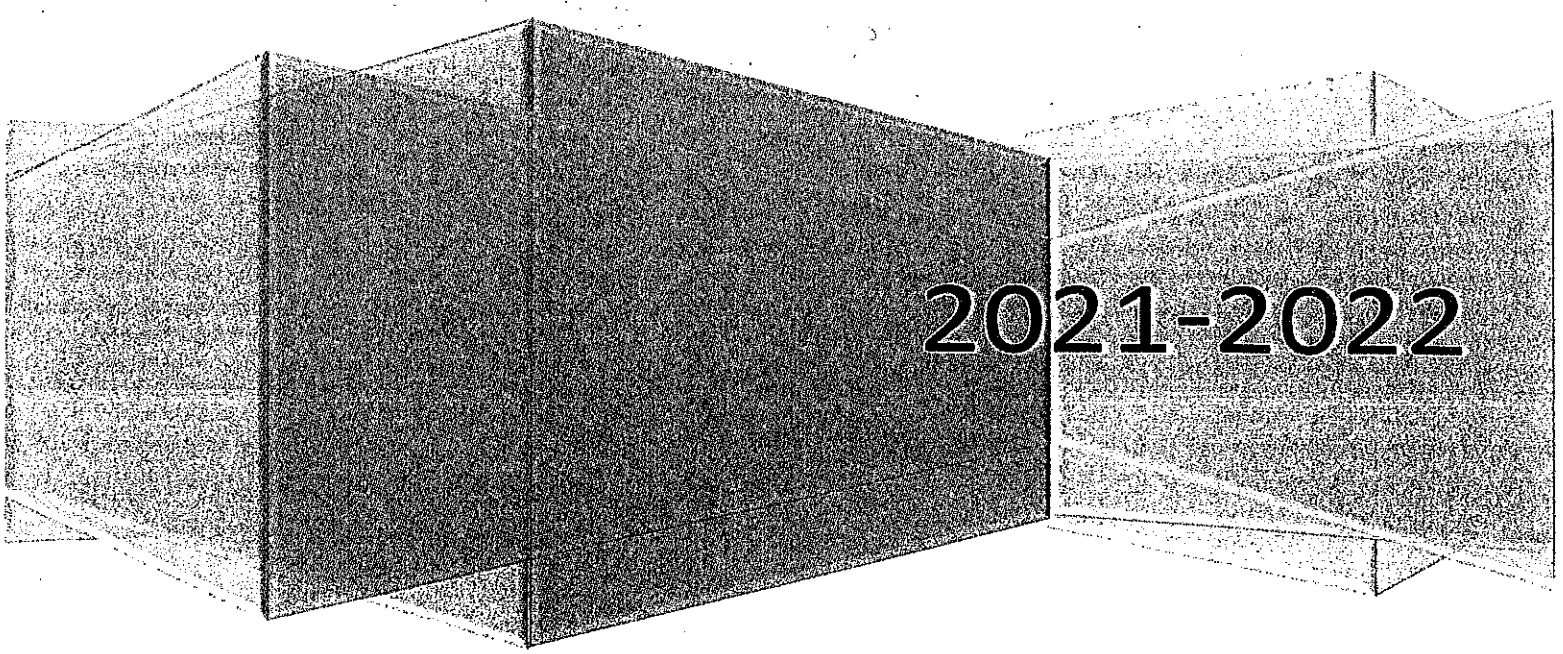


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"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Date _____ Superintendent,
District School Board of Suwannee County

Date _____ Chair, District School Board of Suwannee County

Date _____ Director, RIVEROAK Technical College/Career and Adult Education

Date _____ Superintendent, District School Board of Hamilton County

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RIVEROAK TECHNICAL COLLEGE

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Suwannee County School Board through RIVEROAK Technical College Career Pathway Agreement with District School Board of Taylor County

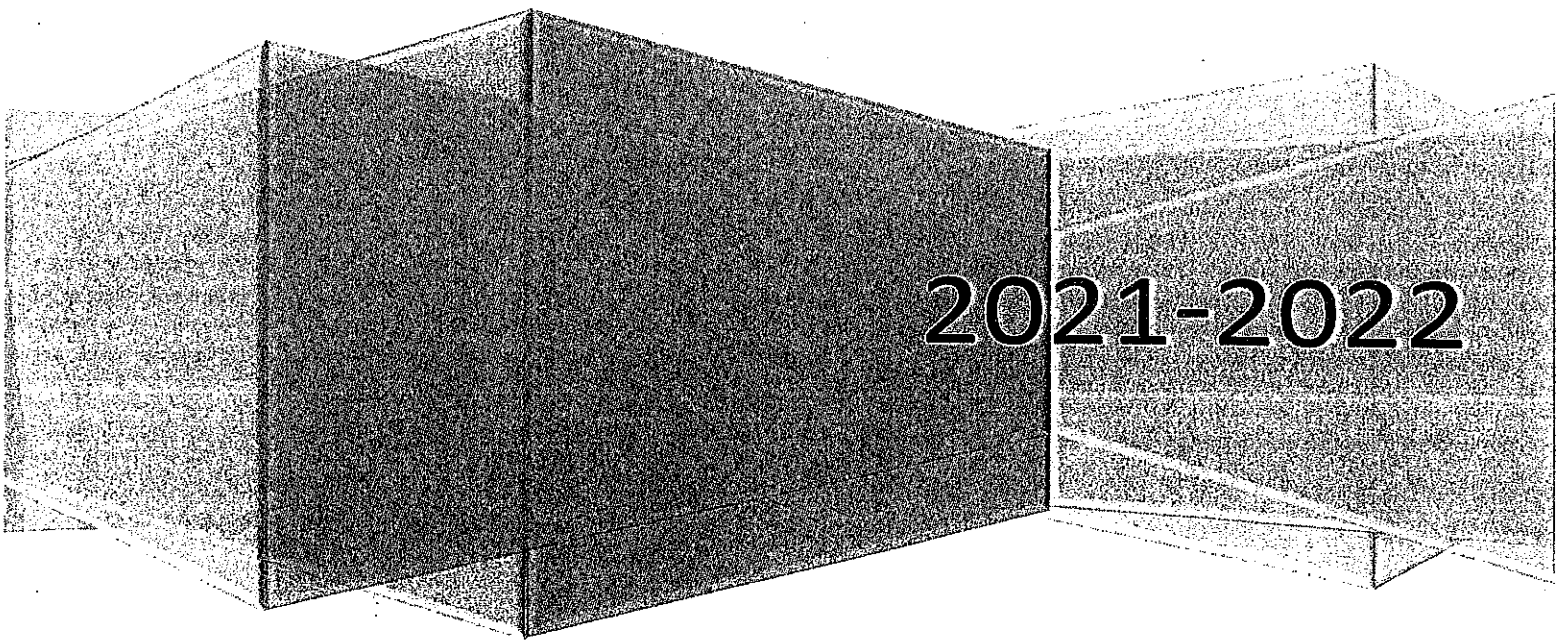


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"Approved as to Form and Sufficiency
BY_____
Leonard J. Deitzen, II
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Date	Superintendent, District School Board of Suwannee County
Date	Chair, District School Board of Suwannee County
Date	Director, RIVEROAK Technical College/Career and Adult Education
Date	Superintendent, District School Board of Taylor County
Date	Chair, District School Board of Taylor County
Date	Director, Career & Technical Education, District School Board of Taylor County

2021-2022 Career Dual Enrollment Articulation Agreement
Between the Madison County School Board and
Suwannee County School Board thru RIVEROAK Technical College

THIS AGREEMENT is entered into by and between the School Board of Madison County, Florida, hereafter referred to as the "Board"; and RIVEROAK Technical College; hereafter referred to as the "College"; and

WHEREAS, the Florida Statutes provide that career dual enrollment is a curricular option of elective credits toward earning a high school diploma and completing a career certificate program through a district's technical college, and

WHEREAS, the Board wishes to enhance opportunities for high school graduates to identify and set clear career and postsecondary education goals before high school graduation, and

WHEREAS; the College, a publicly funded postsecondary institution, can provide a variety of high skill, high wage career training program options, and

WHEREAS, the Board and College accept the challenge of ensuring that every Suwannee County High School graduate has a defined pathway to a career and postsecondary education.

NOW, THEREFORE, BE IT RESOLVED that the Board and the College agree to the following:

A. This agreement supersedes all previous career dual enrollment agreements between the District and College. s.1007.271 (21)(a)

B. Career dual enrollment is available to Madison County high school students meeting the following criteria:
   I. Be enrolled as a student in a Florida public secondary school.
   II. Be classified as a high school student in grade 9, 10, 11 or 12.
   III. Possess and maintain a minimum 2.0 unweighted grade point average (GPA).
   IV. Meet the graduation requirements for Florida state-wide assessments.
   V. Have a plan approved by student's high school to complete all requirements to graduate on time.
   VI. Demonstrate readiness for postsecondary work evidenced by grade point average, a good attendance record and a satisfactory disciplinary record.
   VII. Be recommended by student's school counselor. s.1007.271 (21)(e)

C. The College will notify students and parents of the career dual enrollment opportunity through career and postsecondary education awareness activities in District high schools. Interested students will complete a career dual enrollment application. Students must have the approval of their high school guidance counselors. s.1007.271 (21)(b)

D. The College will accept applications for career dual enrollment in Spring and Summer for the beginning of the following school year. Mid-term applications will only be accepted

on a space available basis and with mutual agreement of the high school and College. s.1007.271 (21)(d)

E. All students enrolled in career dual enrollment will meet the Basic Skills Requirements as specified in 6A-10.040, F.A.C., and detailed in *Exhibit "A"* by demonstrating proficiency based on the *Tests of Adult Basic Education, ACT or SAT.*

F. All career dual enrolled students will have the opportunity to achieve at least one industry certification as part of the career dual enrollment program.

G. Only career preparatory courses contained within the state course numbering system, and are part of a sequence of courses in a program offered through the College which lead to an industry certification, are part of this agreement. New programs/courses meeting this specification can be added to the agreement at any time by agreement of the chief administrative officers of each party. s.1007.271 (21)(c) [A list of courses and programs available for career dual enrollment is detailed in *Exhibit "B"*. It includes a delineation of approved industry certification, clock hour credit and high school credit to be awarded upon completion of each course and program.]

H. All career dual enrollment courses under this agreement will count toward high school graduation. s.1007.271(21)(f)

I. Students participating in career dual enrollment are exempt from payment of registration, tuition, instructional materials, laboratory fees and other fees associated with the costs of attendance. If the District receives Industry Certification funds for any Secondary Certification earned the District will return the funds to the program in which the certification was earned in accordance with the Florida Career and Professional Education Act s.1003.491

J. Students participating in career dual enrollment will be responsible to meet College rules for registration, attendance, and behavior as specified in the College's student handbook. s.1007.271 (21)(g)(i)

K. Students will lose the opportunity to participate in the career dual enrollment program if they are disruptive to the postsecondary learning process.

L. If the student's cumulative GPA falls below a 2.0 in their high school courses but remains above a 2.0 in their program of study at the College, student will be placed on academic probation for one (1) year and allowed to continue their program of study at the college. If the student's cumulative high school GPA is not above a 2.0 at the end of the probationary period, the student will not be allowed to re-enroll at the College. The student can be immediately withdrawn from the College when the cumulative high school GPA falls below a 2.0, if it is mutually determined by the high school and College to be in the best interest of the student.

M. The College will report student attendance and grades to the home high school in compliance with the established District grade reporting procedures and schedule. s.1007.271(21)(m)

N. The District will ensure all career and dual enrolled students will meet the College's requirements for admission. The District and College will collaborate to monitor and maintain individual student performance in high school and career courses. S.1007.271(21)(l)

O. The College shall be responsive to parent inquiries of student performance and progress in the career dual enrollment program.

P. Withdrawal - Students who are withdrawn due to loss of eligibility to participate in the dual enrollment program; or a student with permission from his/her assigned school who drops out of a dual enrollment course, must return to the assigned high school for class assignment by the Principal or designee. Students are not permitted to drop courses after the tenth day of enrollment. Students with extenuating circumstances wanting to withdraw after the tenth day of enrollment must submit a written request to both the College and high school.

Q. The student's assigned high school will work with appropriate personnel at the College to provide services and resources required by students with disabilities who register for dual enrollment. S.1007.271(25)

R. The College will be responsible for all costs associated with presenting career instruction at the College. The student will be responsible for self-transportation to and from the college.

IN WITNESS WHEREOF, the parties have executed, or had their authorized representatives executed, this agreement on the dates written below.

Madison County School Board:

_____
Board Chairperson

_____
Superintendent

_____
Date

Suwannee County School Board:

_____
Tim Alcorn, Board Chairman

_____
Ted L. Roush, Superintendent

_____
Mary Keen Principal/Director,
RIVEROAK Technical College

_____
Date

"Approved as to Form and Sufficiency

BY_____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

Exhibit A – Basic Skills Requirements and Exceptions for Career Dual Enrollment

Requirements;

1. All career dual enrollment students will demonstrate preparedness for postsecondary education by completing an entry-level basic skills examination. The acceptable exam for this requirement is the *Tests of Adult Basic Education (TABE))*.

2. Testing Exemptions. A student may be exempt from the testing requirement by documenting any of the following: (a, b, c, OR d)

a. Minimum SAT scores
* Verbal – 440
* Mathematics – 440

b. Minimum ACT scores
* Reading – 19
* English – 17
* Mathematics – 19

c. Possessing a state, national or industry certification or licensure examination that is identified in the list entitled "Basic Skills and Licensure Exemption List". www.fldoe.org/core/fileparse.php/5652/urlt/2020-21-basicskills-with-License-exempt.xlsx&sa=U&ved=2ahUKEwiKxdnn4JnxAhVjh-AKHR6xDMYQFjADegQIBhAB&usg=AOvVaw3zxpKFkupcgpwhT05nmhCY

d. Documented learning disability and a current individualized education plan (IEP) that demonstrates preparedness for postsecondary education.

2021-2022 Career Dual Enrollment Articulation Agreement
Between the Lafayette County School Board and
Suwannee County School Board thru RIVEROAK Technical College

THIS AGREEMENT is entered into by and between the School Board of Lafayette County, Florida, hereafter referred to as the "Board"; and RIVEROAK Technical College; hereafter referred to as the "College"; and

WHEREAS, the Florida Statutes provide that career dual enrollment is a curricular option of elective credits toward earning a high school diploma and completing a career certificate program through a district's technical college, and

WHEREAS, the Board wishes to enhance opportunities for high school graduates to identify and set clear career and postsecondary education goals before high school graduation, and

WHEREAS; the College, a publicly funded postsecondary institution, can provide a variety of high skill, high wage career training program options, and

WHEREAS, the Board and College accept the challenge of ensuring that every Suwannee County High School graduate has a defined pathway to a career and postsecondary education.

NOW, THEREFORE, BE IT RESOLVED that the Board and the College agree to the following:

A. This agreement supersedes all previous career dual enrollment agreements between the District and College. s.1007.271 (21)(a)

B. Career dual enrollment is available to Lafayette County high school students meeting the following criteria:
   I. Be enrolled as a student in a Florida public secondary school.
   II. Be classified as a high school student in grade 9, 10, 11 or 12.
   III. Possess and maintain a minimum 2.0 unweighted grade point average (GPA).
   IV. Meet the graduation requirements for Florida state-wide assessments.
   V. Have a plan approved by student's high school to complete all requirements to graduate on time.
   VI. Demonstrate readiness for postsecondary work evidenced by grade point average, a good attendance record and a satisfactory disciplinary record.
   VII. Be recommended by student's school counselor. s.1007.271 (21)(e)

C. The College will notify students and parents of the career dual enrollment opportunity through career and postsecondary education awareness activities in District high schools. Interested students will complete a career dual enrollment application. Students must have the approval of their high school guidance counselors. s.1007.271 (21)(b)

D. The College will accept applications for career dual enrollment in Spring and Summer for the beginning of the following school year. Mid-term applications will only be accepted

on a space available basis and with mutual agreement of the high school and College. s.1007.271 (21)(d)

E. All students enrolled in career dual enrollment will meet the Basic Skills Requirements as specified in 6A-10.040, F.A.C., and detailed in *Exhibit "A"* by demonstrating proficiency based on the *Tests of Adult Basic Education, ACT or SAT.*

F. All career dual enrolled students will have the opportunity to achieve at least one industry certification as part of the career dual enrollment program.

G. Only career preparatory courses contained within the state course numbering system, and are part of a sequence of courses in a program offered through the College which lead to an industry certification, are part of this agreement. New programs/courses meeting this specification can be added to the agreement at any time by agreement of the chief administrative officers of each party. s.1007.271 (21)(c) [A list of courses and programs available for career dual enrollment is detailed in *Exhibit "B".* It includes a delineation of approved industry certification, clock hour credit and high school credit to be awarded upon completion of each course and program.]

H. All career dual enrollment courses under this agreement will count toward high school graduation. s.1007.271(21)(f)

I. Students participating in career dual enrollment are exempt from payment of registration, tuition, instructional materials, laboratory fees and other fees associated with the costs of attendance. If the District receives Industry Certification funds for any Secondary Certification earned the District will return the funds to the program in which the certification was earned in accordance with the Florida Career and Professional Education Act s.1003.491

J. Students participating in career dual enrollment will be responsible to meet College rules for registration, attendance, and behavior as specified in the College's student handbook. s.1007.271 (21)(g)(i)

K. Students will lose the opportunity to participate in the career dual enrollment program if they are disruptive to the postsecondary learning process.

L. If the student's cumulative GPA falls below a 2.0 in their high school courses but remains above a 2.0 in their program of study at the College, student will be placed on academic probation for one (1) year and allowed to continue their program of study at the college. If the student's cumulative high school GPA is not above a 2.0 at the end of the probationary period, the student will not be allowed to re-enroll at the College. The student can be immediately withdrawn from the College when the cumulative high school GPA falls below a 2.0, if it is mutually determined by the high school and College to be in the best interest of the student.

M. The College will report student attendance and grades to the home high school in compliance with the established District grade reporting procedures and schedule. s.1007.271(21)(m)

N. The District will ensure all career and dual enrolled students will meet the College's requirements for admission. The District and College will collaborate to monitor and maintain individual student performance in high school and career courses. S.1007.271(21)(l)

O. The College shall be responsive to parent inquiries of student performance and progress in the career dual enrollment program.

P. Withdrawal - Students who are withdrawn due to loss of eligibility to participate in the dual enrollment program; or a student with permission from his/her assigned school who drops out of a dual enrollment course, must return to the assigned high school for class assignment by the Principal or designee. Students are not permitted to drop courses after the tenth day of enrollment. Students with extenuating circumstances wanting to withdraw after the tenth day of enrollment must submit a written request to both the College and high school.

Q. The student's assigned high school will work with appropriate personnel at the College to provide services and resources required by students with disabilities who register for dual enrollment. S.1007.271(25)

R. The College will be responsible for all costs associated with presenting career instruction at the College. The student will be responsible for self-transportation to and from the college.

IN WITNESS WHEREOF, the parties have executed, or had their authorized representatives executed, this agreement on the dates written below.

Lafayette County School Board:

_____
Board Chairperson

_____
Superintendent

_____
Date

Suwannee County School Board:

_____
Tim Alcorn, Board Chairman

_____
Ted L. Roush, Superintendent

_____
Mary Keen Principal/Director,
RIVEROAK Technical College

_____
Date

"Approved as to Form and Sufficiency

BY_____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney

Exhibit A – Basic Skills Requirements and Exceptions for Career Dual Enrollment

Requirements;

1. All career dual enrollment students will demonstrate preparedness for postsecondary education by completing an entry-level basic skills examination. The acceptable exam for this requirement is the *Tests of Adult Basic Education (TABE)).*

2. Testing Exemptions. A student may be exempt from the testing requirement by documenting any of the following: (a, b, c, OR d)

a. Minimum SAT scores
* Verbal – 440
* Mathematics – 440

b. Minimum ACT scores
* Reading – 19
* English – 17
* Mathematics – 19

c. Possessing a state, national or industry certification or licensure examination that is identified in the list entitled "Basic Skills and Licensure Exemption List". www.fldoe.org/core/fileparse.php/5652/urlt/2020-21-basicskills-with-License-exempt.xlsx&sa=U&ved=2ahUKEwiKxdnn4JnxAhVjh-AKHR6xDMYQFjADegQIBhAB&usg=AOvVaw3zxpKFkupcgpwhT05nmhCY

d. Documented learning disability and a current individualized education plan (IEP) that demonstrates preparedness for postsecondary education.

2021-2022 Career Dual Enrollment Articulation Agreement
Between the Hamilton County School Board and
Suwannee County School Board thru RIVEROAK Technical College

THIS AGREEMENT is entered into by and between the School Board of Hamilton County, Florida, hereafter referred to as the "Board"; and RIVEROAK Technical College; hereafter referred to as the "College"; and

WHEREAS, the Florida Statutes provide that career dual enrollment is a curricular option of elective credits toward earning a high school diploma and completing a career certificate program through a district's technical college, and

WHEREAS, the Board wishes to enhance opportunities for high school graduates to identify and set clear career and postsecondary education goals before high school graduation, and

WHEREAS; the College, a publicly funded postsecondary institution, can provide a variety of high skill, high wage career training program options, and

WHEREAS, the Board and College accept the challenge of ensuring that every Suwannee County High School graduate has a defined pathway to a career and postsecondary education.

NOW, THEREFORE, BE IT RESOLVED that the Board and the College agree to the following:

A. This agreement supersedes all previous career dual enrollment agreements between the District and College. s.1007.271 (21)(a)

B. Career dual enrollment is available to Hamilton County high school students meeting the following criteria:
   I. Be enrolled as a student in a Florida public secondary school.
   II. Be classified as a high school student in grade 9, 10, 11 or 12.
   III. Possess and maintain a minimum 2.0 unweighted grade point average (GPA).
   IV. Meet the graduation requirements for Florida state-wide assessments.
   V. Have a plan approved by student's high school to complete all requirements to graduate on time.
   VI. Demonstrate readiness for postsecondary work evidenced by grade point average, a good attendance record and a satisfactory disciplinary record.
   VII. Be recommended by student's school counselor. s.1007.271 (21)(e)

C. The College will notify students and parents of the career dual enrollment opportunity through career and postsecondary education awareness activities in District high schools. Interested students will complete a career dual enrollment application. Students must have the approval of their high school guidance counselors. s.1007.271 (21)(b)

D. The College will accept applications for career dual enrollment in Spring and Summer for the beginning of the following school year. Mid-term applications will only be accepted

on a space available basis and with mutual agreement of the high school and College. s.1007.271 (21)(d)

E. All students enrolled in career dual enrollment will meet the Basic Skills Requirements as specified in 6A-10.040, F.A.C., and detailed in *Exhibit "A"* by demonstrating proficiency based on the *Tests of Adult Basic Education, ACT or SAT.*

F. All career dual enrolled students will have the opportunity to achieve at least one industry certification as part of the career dual enrollment program.

G. Only career preparatory courses contained within the state course numbering system, and are part of a sequence of courses in a program offered through the College which lead to an industry certification, are part of this agreement. New programs/courses meeting this specification can be added to the agreement at any time by agreement of the chief administrative officers of each party. s.1007.271 (21)(c) [A list of courses and programs available for career dual enrollment is detailed in *Exhibit "B"*. It includes a delineation of approved industry certification, clock hour credit and high school credit to be awarded upon completion of each course and program.]

H. All career dual enrollment courses under this agreement will count toward high school graduation. s.1007.271(21)(f)

I. Students participating in career dual enrollment are exempt from payment of registration, tuition, instructional materials, laboratory fees and other fees associated with the costs of attendance. If the District receives Industry Certification funds for any Secondary Certification earned the District will return the funds to the program in which the certification was earned in accordance with the Florida Career and Professional Education Act s.1003.491

J. Students participating in career dual enrollment will be responsible to meet College rules for registration, attendance, and behavior as specified in the College's student handbook. s.1007.271 (21)(g)(i)

K. Students will lose the opportunity to participate in the career dual enrollment program if they are disruptive to the postsecondary learning process.

L. If the student's cumulative GPA falls below a 2.0 in their high school courses but remains above a 2.0 in their program of study at the College, student will be placed on academic probation for one (1) year and allowed to continue their program of study at the college. If the student's cumulative high school GPA is not above a 2.0 at the end of the probationary period, the student will not be allowed to re-enroll at the College. The student can be immediately withdrawn from the College when the cumulative high school GPA falls below a 2.0, if it is mutually determined by the high school and College to be in the best interest of the student.

M. The College will report student attendance and grades to the home high school in compliance with the established District grade reporting procedures and schedule. s.1007.271(21)(m)

N. The District will ensure all career and dual enrolled students will meet the College's requirements for admission. The District and College will collaborate to monitor and maintain individual student performance in high school and career courses. S.1007.271(21)(l)

O. The College shall be responsive to parent inquiries of student performance and progress in the career dual enrollment program.

P. Withdrawal - Students who are withdrawn due to loss of eligibility to participate in the dual enrollment program; or a student with permission from his/her assigned school who drops out of a dual enrollment course, must return to the assigned high school for class assignment by the Principal or designee. Students are not permitted to drop courses after the tenth day of enrollment. Students with extenuating circumstances wanting to withdraw after the tenth day of enrollment must submit a written request to both the College and high school.

Q. The student's assigned high school will work with appropriate personnel at the College to provide services and resources required by students with disabilities who register for dual enrollment. S.1007.271(25)

R. The College will be responsible for all costs associated with presenting career instruction at the College. The student will be responsible for self-transportation to and from the college.

IN WITNESS WHEREOF, the parties have executed, or had their authorized representatives executed, this agreement on the dates written below.

Hamilton County School Board:

_____
Board Chairperson

_____
Superintendent

_____
Date

Suwannee County School Board:

_____
Tim Alcorn, Board Chairman

_____
Ted L. Roush, Superintendent

_____
Mary Keen Principal/Director,
RIVEROAK Technical College

_____
Date

"Approved as to Form and Sufficiency

BY_____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

Exhibit A – Basic Skills Requirements and Exceptions for Career Dual Enrollment

Requirements;

1. All career dual enrollment students will demonstrate preparedness for postsecondary education by completing an entry-level basic skills examination. The acceptable exam for this requirement is the *Tests of Adult Basic Education (TABE))*.

2. Testing Exemptions. A student may be exempt from the testing requirement by documenting any of the following: (a, b, c, OR d)

a. Minimum SAT scores
* Verbal – 440
* Mathematics – 440

b. Minimum ACT scores
* Reading – 19
* English – 17
* Mathematics – 19

c. Possessing a state, national or industry certification or licensure examination that is identified in the list entitled "Basic Skills and Licensure Exemption List". www.fldoe.org/core/fileparse.php/5652/urlt/2020-21-basicskills-with-License-exempt.xlsx&sa=U&ved=2ahUKEwiKxdnn4JnxAhVjh-AKHR6xDMYQFjADegQIBhAB&usg=AOvVaw3zxpKFkupcgpwhT05nmhCY

d. Documented learning disability and a current individualized education plan (IEP) that demonstrates preparedness for postsecondary education.

AGREEMENT FOR EDUCATIONAL STAFFING

THIS AGREEMENT, dated July 27, 2022, is between Kelly Services, Inc., a Delaware corporation authorized to transact business in Florida, 999 West Big Beaver Road, Troy, Michigan 48084, FEIN 38-1510762 ("Kelly"), and the Suwannee County School Board, FL, with its principal offices located at 1740 Ohio Avenue, South, Live Oak, FL 32064 ("Customer").

Background

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

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

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

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

1) DESCRIPTION, LOCATION AND PRICING OF SERVICES

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

2) KELLY GUARANTEE

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

3) KELLY'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(o) Not engaging subcontractors to provide temporary employees;

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

4) CUSTOMER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5) BBP TESTING

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

6) REPRESENTATIONS

(a) Kelly Represents and warrants that:

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

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

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

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

(b) The Customer represents and warrants that:

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

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

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

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

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

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

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

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

7) BILLING & PAYMENT TERMS

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

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

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

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

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

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

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

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

8) WORKERS' COMPENSATION AND LIABILITY INSURANCE

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

9) INDEMNIFICATION BY KELLY

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

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

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

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

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

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

10) INDEMNIFICATION BY CUSTOMER

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

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

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

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

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

11) NOTIFICATION OF CLAIMS

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

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

12) TERM; TERMINATION

(a) The term of this Agreement begins as of the date first shown above and will continue through June 30, 2022. Customer may extend the agreement for one or more years (not to exceed 3 years) and may be canceled by either party upon not less than thirty (30) days prior written notice to the other. Kelly reserves the right to terminate this Agreement immediately in the event of non-payment. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination.

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

13) NON-SOLICITATION

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

14) MISCELLANEOUS

(a) **Notices**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15) E-VERIFY – See Exhibit F.

In witness whereof, the parties have caused their duly authorized representatives to execute and deliver this Agreement effective July 27, 2022.

ATTEST:

By: _____

Name: _____

Title: _____

Date: _____

SUWANNEE COUNTY SCHOOL BOARD, FLORIDA

By: _____

Name: Ted L. Roush

Title: Superintendent of Schools

Date: _____

_____
Chairperson, Suwannee County School Board

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

EXHIBIT A

PRICING FOR KELLY EDUCATIONAL SERVICES

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

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

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

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

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

KELLY SERVICES, INC.

By: _____

Name: _____

Title: _____

Date: _____

SUWANNEE COUNTY SCHOOL BOARD

By: _____

Name: Ted L. Roush

Title: Superintendent of Schools

Date: _____

_____
Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

Exhibit B

TIME, BILLING & AUTOMATED SCHEDULING TERMS

1) DOCUMENTATION OF TIME WORKED

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

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

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

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

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

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

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

2) NON-EXEMPT EMPLOYEES & OVERTIME

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

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

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

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

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

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

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

3) AUTOMATED SCHEDULING

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

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

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

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

Exhibit C – Composite Federal Forms

FEDERAL REGULATORY COMPLIANCE STATEMENT

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

---

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

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

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

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

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

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

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

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

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

CONTRACTOR: Kelly Services, Inc.

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

DRUG FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

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

_____

CONTRACTOR'S SIGNATURE / DATE

_____

NAME/TITLE

Name of Company: Kelly Services, Inc.

CERTIFICATION REGARDING DDEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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

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

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

_____

CONTRACTOR'S SIGNATURE

_____

NAME/TITLE of AUTHORIZED REPRESENTATIVE

Name of Company: Kelly Services, Inc.

NON-COLLUSION AFFIDAVIT

State of FLORIDA

County of SUWANNEE

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

I hereby attest that:

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

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

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

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

_____

_____

_____

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

_____

(Signature) (Date)

Exhibit D – INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit E

Public Records Law Requirements
Under Chapter 119.0701, Florida Statutes

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

Exhibit F

1. **E-Verify**. Effective July 1, 2021

   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).

SCHOOL RESOURCE OFFICER AND SCHOOL SAFETY AGREEMENT BETWEEN THE SCHOOL BOARD OF SUWANNEE COUNTY AND THE SUWANNEE COUNTY SHERIFF'S OFFICE

THIS AGREEMENT made and entered into on July 27, 2021, by and between the SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA, hereinafter referred to as the "Board" and the SUWANNEE COUNTY SHERIFF'S OFFICE, hereinafter referred to as the "Sheriff".

WHEREAS, the Board has requested School Resource Officers to provide full-time law enforcement services at designated school within Suwannee County, Florida for the purpose of fulling the requirements set forth in sections 1006.12 and 1006.13(4), Florida Statutes; and

WHEREAS, the Sheriff has agreed to provide certified deputy sheriffs to serve as School Resources Officers to perform the duties and services set forth in sections 1006.12 and 1006.13(4), Florida Statutes, and outlined herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties do hereby covenant and agree as follows:

I. Staffing and Funding:

1. The Sheriff agrees to hire eight (8) and up to nine (9) full-time certified deputy sheriffs to act in the capacity of full-time school resource officers ("SRO") for the 2021-2022 school year.

2. SROs shall perform the duties outlined herein on a full-time basis not to exceed forty (40) hours per week beginning on the first day of 2021-2022 student school year schedule until the last day of the of 2021-2022 student school year schedule. SRO school assignments shall be determined by joint consultation between the Board and the Sherriff. SRO schedules may be altered at the direction of the Board to accommodate school functions which are held outside normal school hours

3. The Board shall pay the Sheriff the sum of **$44,000.00** per SRO, per year (up to $396,000.00) and the Sheriff shall be responsible for paying the salaries and all other benefits to SROs. In the event, SROs are not available to the Board for the entire school year, the Board shall only have to pay a pro-rata portion of the annual fee.

4. The Sheriff or his designee shall be responsible for selecting SROs on the basis of the following criteria:
    i. Each SRO must be a sworn law enforcement officer within the as defined in section 943.10(1), Florida Statutes,
    ii. demonstrate the ability to communicate effectively with students,
    iii. demonstrate the ability to approach and interact with student parents and teachers regarding student behavior, and

iv. demonstrate the ability to cooperate and work proactively with school administrators to promote school safety and mitigate potential threats to the safety and welfare of students and faculty.

5. SROs shall remain employees of the Sheriff and are not employed by the Board in any capacity. The Sheriff may dismiss or remove an SRO based on violations of Sheriff's Office rules, regulations, or orders.

II. School Safety Coordination

6. The Sheriff shall be responsible for supervising SROs and shall maintain a log of all activities performed by each SRO. Information compiled in this log shall be available to the Board, Superintendent, Principals, and the Board's Threat Assessment Team in accordance with section 3.06 of the Board Policy Manual.

7. The Sheriff shall establish a liaison for the purpose of reporting to and meeting with the Superintendent and/or the Board's Threat Assessment Team on a regular basis to discuss school safety concerns arising during the 2021-2022 school year.

8. The Sheriff shall collaborate with all city police departments and law enforcement agencies in Suwannee County for the purpose of reporting and transmitting all acts or incidents which may potentially threaten school safety or security.

III. SRO Duties

9. The duties of SROs shall include, but not be limited to:

i. Law Enforcement:
   a. In accordance with the Sheriff's policy, SROs shall initiate and perform both criminal or administrative investigations of any reported acts, incidents, or events which may pose a threat to school safety or security. The SRO shall notify the Board's Threat Assessment Team and the principal or the principal's designee regarding all investigations initiated.
   b. Responds to potential crimes in progress on school campuses as informed by teachers or school administrators.
   c. Responds to a reported violation of a criminal or civil restraining order.
   d. Cites students, faculty, staff, and campus visitors when applicable for traffic violations or contraband.
   e. Perform searches of students and school property, seizures, and the questioning of students in accordance with the laws of the State of Florida.
   f. Assists parents in the school setting with child custody disputes and orders of the court.
   g. Communicates with recipients of and recording with the Suwannee County Sheriff's office, trespass warnings to school board property as requested by the superintendent's designees.
   h. Works with administration to support the overall safety and security of the

school.

i. Filing appropriate reports and documenting such law enforcement actions as required by the Suwannee County Sheriff's office.
j. Provides security services for expulsion meetings/hearings or other meetings as requested by the Board.
k. The SRO shall not act as a school disciplinarian. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO, and the SRO shall then determine whether law enforcement action is appropriate.
l. Provide assistance to the Board's Threat Assessment Team to evaluate the Schools best practices in compliance with the Marjory Stoneman Douglas High School Public Safety Act.
m. Consult with the Board's Threat Assessment Team when a student exhibits a pattern of behavior, based upon acts or the severity of an act, that would pose a threat to school safety.

ii. Reporting:
a. Shall report to the Sheriff and the Board's Threat Assessment Team all acts, incidents, or events reported to or personally observed by the SRO that may pose a threat to school safety or security.

iii. Education and Prevention:
a. Provide instruction to students and teachers for reporting acts, incidents, or events which may threaten school safety or security.
b. Coordinate all of his/her activities with the Board's Threat Assessment Team, school principal, and staff members and seek their permission, advice, and guidance prior to enacting any program within the school.
c. Provide instruction for students that includes but is not limited to Life Skills Training and Substance Abuse Prevention education.
d. Work with schools with student drivers to promote safe driving education.
e. Assist students and families with counsel related to areas of concern that are brought to his/her office for guidance.
f. Promote prevention of juvenile delinquency by working with stakeholders to encourage a healthy lifestyle and promoting positive conflict resolution.
g. Promote positive student attitudes of law enforcement, by building a positive rapport among the student population.

iv. School and Community Involvement:
a. Sustain a visible presence on school campuses to protect the lives and property of those on the school campuses.
b. Work with administration to provide law enforcement presence at school sponsored activities, events and gatherings.
c. Assist and aid in traffic issues that arise from beginning and ending the school day and other after hours school sponsored activities.
d. Provide a visible, positive, and proactive presence on school campuses during the school day.

e. Work to promote partnerships with local businesses and agencies to help provide resources to the school in both prevention and response efforts.
f. Serve on the school site emergency management response committees.

VI. Student Records

10. The Sheriff shall maintain all records and documents associated with the duties and functions of SROs as outlined herein and in accordance with the requirements of Chapter 119, Florida Statutes.

11. SROs shall comply with all procedures applicable to the handling and distribution of student records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232 and section 1002.221, Florida Statutes.

V. Miscellaneous

12. SROs shall, at all times, cooperate with school staff to promote the intent and spirit of this program.

13. Nothing in this Agreement shall be construed to impair or restrict activities otherwise appropriate by SROs within that officer's authority as a certified law enforcement officer.

14. It is hereby acknowledged that the SROs assigned pursuant to the provisions of this Agreement are employees of the employing law enforcement agency and not employees of the Suwannee County School District. To the extent permitted by Florida law and within the limits of liability set forth in section 768.28, Florida Statutes, the Sheriff agrees to hold the Board harmless from any and all claims, damages, and judgments in connection with loss of life, bodily or personal injury, or property damage resulting from the actions of law enforcement officers employed and assigned pursuant to this Agreement, who are acting within the scope of their law enforcement responsibilities.

15. No provision of this Agreement to provide SRO services is intended to expand, enlarge, diminish, limit, waive or alter in any way the scope of responsibility, liability, immunities, or defenses which each signatory public agency has or may have for itself, its agents, or its employees. By entering into this Agreement, neither signatory agency intends that any third party beneficiary be created by execution of this Agreement. In the event that any claim, action, lawsuit, or other proceeding is brought by a third party against one or both of the signatory agencies hereto, the costs of defense shall be borne separately by the agency or agencies so charged.

15. This document constitutes the full understanding of the parties and no terms, conditions, understandings or Agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

16. This Agreement shall be for a period of one year commencing the date of this Agreement, and ending [insert Agreement termination date], unless renewed.

17. Should any dispute arise as to the role of the SRO, the Board and the Sheriff shall be immediately notified and they or their designees shall meet as soon as possible to resolve the dispute.

18. This Agreement may only be terminated upon at least thirty (30) days prior written notice to the other party that the party has failed to substantially perform in accordance with the terms and conditions of this Agreement. The party in breach shall have thirty (30) days in which to cure the breach or the non-breaching party can terminate this Agreement and pursue all available legal and equitable remedies provided by law.

19. 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 of this Agreement is render impossible, impractical, or prevented during all or part of the 2021-2022 academic year by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence.- 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, the issuance or extension of existing government orders of the United States, the State of Florida, or Suwannee County, which prevents performance of the contract for all or part of the 2020-2021 academic year.

20. This Agreement shall also necessitate documented proof of SRO certification requirements set forth in sections 1006.12, Florida Statutes.

SUWANNEE COUNTY SHERIFF'S OFFICE	SCHOOL BOARD OF SUWANNEE COUNTY
By: _____	By: _____
Name: _____	Name: Ted L. Roush
Title: _____	Title: Superintendent of Schools
Date: _____	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"

13436261.v1

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SCSB ~~2021-04~~2022-76 (REVISED/RENEWAL)^

SCHOOL RESOURCE OFFICER AND SCHOOL SAFETY AGREEMENT
BETWEEN
THE SCHOOL BOARD OF SUWANNEE COUNTY
AND
THE SUWANNEE COUNTY SHERIFF'S OFFICE

THIS AGREEMENT made and entered into on July ~~28~~27, ~~2020~~ 2021, by and between the SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA, hereinafter referred to as the "Board", and the SUWANNEE COUNTY SHERIFF'S OFFICE, hereinafter referred to as the "Sheriff.

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NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties do hereby covenant and agree as follows:

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3. The Board shall pay the Sheriff the sum of ~~$44~~,$44,000.00 per SRO, per year (up to $396,000.00) and the Sheriff shall be responsible for paying the salaries and all other benefits to SROs. In the event, SROs are not available to the Board for the entire school year, the Board shall only have to pay a pro-rata portion of the annual fee.

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   i. Each SRO must be a sworn law enforcement officer within the as defined in section 943.10(1), Florida Statutes,
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   iii. demonstrate the ability to approach and interact with student parents and teachers regarding student behavior, and
   iv. demonstrate the ability to cooperate and work proactively with school administrators to promote school safety and mitigate potential threats to the safety and welfare of students and faculty.

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INFO ONLY

II. School Safety Coordination

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school.

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a. ~~e.~~ Promote prevention of juvenile delinquency by working with stakeholders to encourage a healthy lifestyle and promoting positive conflict resolution.

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b. Work with administration to provide law enforcement presence at school sponsored activities, events and gatherings.

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e. Work to promote partnerships with local businesses and agencies to help provide resources to the school in both prevention and response efforts.
f. Serve on the school site emergency management response committees.

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V. Miscellaneous

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15. No provision of this Agreement to provide SRO services is intended to expand, enlarge, diminish, limit, waive or alter in any way the scope of responsibility, liability, immunities, or defenses which each signatory public agency has or may have for itself, its agents, or its employees. By entering into this Agreement, neither signatory agency intends that any third party beneficiary be created by execution of this Agreement. In the event that any claim, action, lawsuit, or other proceeding is brought by a third party against one or both of the signatory agencies hereto, the costs of defense shall be borne separately by the agency or agencies so charged.

15. This document constitutes the full understanding of the parties and no ~~tenns~~terms, conditions, understandings or Agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

16. This Agreement shall be for a period of one year commencing the date of this Agreement, and ending [insert Agreement ~~termination~~ termination date], unless renewed.
17. Should any dispute arise as to the role of the SRO, the Board and the Sheriff shall be immediately notified and they or their designees shall meet as soon as possible to resolve the dispute.

18. This Agreement may only be terminated upon at least thirty (30) days prior written notice to the other party that the party has failed to substantially perform in accordance with the ~~tenns~~ terms and conditions of this Agreement. The party in breach shall have thirty (30) days in which to cure the breach or the non-breaching party can terminate this Agreement and pursue all available legal and

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equitable remedies provided by law.

19. 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 of this Agreement is rendered impossible, impractical, or prevented during all or part of the ~~2020-2021~~ 2021-2022 academic year by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. 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, the issuance or extension of existing government orders of the United States, the State of Florida, or Suwannee County, which prevents performance of the contract for all or part of the 2020-2021 academic year.

~~SCHOOL BOARD OF SUWANNEE COUNTY~~

~~By:~~

~~Name:~~ Ted L. Roush

~~Title:~~ Chairperson, Suwannee County School Board

~~Date:~~

~~"Approved as to Form~~

~~BY~~ Leonard J. ~~Superintendent of Schools and Sufficiency Dietzen, III~~

~~Rumberger, KtySe Caldwell, P.A. Suwannee School Board Attorney"~~

~~SUWANNEE COUNTY SHERIFF'S OFFICE~~

~~By:~~

~~Name:~~

~~Title:~~

~~Date:~~

20. This Agreement shall also necessitate documented proof of SRO certification requirements set forth in sections 1006.12, Florida Statutes.

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INFO ONLY

~~17. Should any dispute arise as to the role of the SRO, the Board and the Sheriff shall be immediately notified and they or their designees shall meet as soon as possible to resolve the dispute.~~

~~18. This Agreement may only be terminated upon at least thirty (30) days prior written notice to the other party that the party has failed to substantially perform in accordance with the terms and conditions of this Agreement. The party in breach shall have thirty (30) days in which to cure the breach or the non-breaching party can terminate this Agreement and pursue all available legal and equitable remedies provided by law.~~

~~19. 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 of this Agreement is render impossible, impractical, or prevented during all or part of the 2020-2021 academic year by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. 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, the issuance or extension of existing government orders of the United States, the State of Florida, or Suwannee County, which prevents performance of the contract for all or part of the 2020-2021 academic year.~~

~~By:~~

SUWANNEE COUNTY SHERIFF'S OFFICE

~~Name:~~

~~Title:~~

~~Date:~~ ^QU>

SCHOOL BOARD OF SUWANNEE COUNTY

~~Name:~~ ~~Ted L. Roush~~

~~Title:~~ ~~Superintendent of Schools~~

~~Date:~~

~~By:~~

~~Chair Da'son, Suwannee County School Board~~

~~"Approved as to Form and Sufficiency BY~~

INFO ONLY

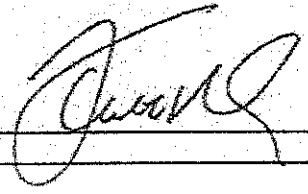
~~1343626 1.vl~~	~~Leonard J. Dietzen, III Rumberger, Kirk & Caldwell, P.A. Suwannee School Board Attorney"~~
By:	By:
Name:	Name: Ted L. Roush
Title:	Title: Superintendent of Schools
Date:	Date:

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Pilgrim's Hometown Strong - PROJECT SUBMISSION FORM

PLANT DIRECTIONS: Plant Project Leads to complete the form below for projects larger than $5,000 and send to jessica.langley@pilgrims.com. If you have more than one project/organization, please copy this tab and submit second project/organization in a separate tab.

AWARDEE DIRECTIONS: Please review, fill out information in yellow highlighted cells and sign (either print, scan, sign or e-sign and return to Pilgrim's Plant contact).

Date Submitted:	3/10/2021
Location:	Live Oak, FL - Processing
Project Name:	Suwanee County High School Agriculture Facility
Who are the project community partners? *IF you have an existing relationship please describe, provide contact Name(s), Email(s), and Phone Number(s)*	Suwanee County High School
Requested Project Budget:	$50,000
Legal Name of Entity Receiving the Funds:	
Tax ID Number:	
501 (c)(3) - choose "Yes" or "No":	
Please provide audited financials if available *(link or send as attachment)*	
Provide List of Executive/Leadership Team as appropriate *(names and titles)*	
Provide List of Board of Directors/Trustees if relevant *(names and titles)*	
By submitting this form Donee agrees to keep all information relating to the Hometown Strong donation, including by not limited to the donation amount, benefits provided, and the submission and award processes, confidential. Donee's obligation of confidentiality shall continue until the Donee and Donor agree on the medium(s), method(s), details, and timing of disclosure. The Hometown Strong donation is contingent upon Donee's compliance with the confidentiality obligations set forth herein.	Awardee Signature: 
Additional Commentary:	

DONATION AGREEMENT

1. **PARTIES.** This Donation Agreement (the "Agreement") is made and entered into this 6 day of June, 2021, by and between Suwannee County School District located at 1740 Ohio Ave South , Live Oak, Florida 32064 ("Donee") and Pilgrim's Pride Corporation, a Delaware corporation located at 1770 Promontory Circle, Greeley, Colorado ("Donor") (each a "Party," collectively, the "Parties").

2. **RECITALS AND PURPOSE.**

   2.1. The Donor commits to provide the Donee with the Donation Funds set forth in **Exhibit A** for sole purpose set forth in **Exhibit A**; and

   2.2. The Donee, in recognition of Donor's commitment, wishes to provide Donor with the Benefits set for in **Exhibit B**.

Accordingly, in consideration of the mutual promises set forth in this Agreement, the parties covenant and agree to the terms and conditions set forth in the following paragraphs.

3. **FUNDS.** The Donor agrees to disburse to the Donee those funds indicated on the attached **Exhibit A** ("Donation Funds" or "Gift") in accordance with the Fund Disbursement Schedule set forth therein. The Donation Funds shall be used for the sole purpose(s) set forth in **Exhibit A.**

4. **RECOGNITION.** In recognition of the Donor's commitment set forth in Section 3 of this Agreement, Donee shall provide Donor's with the Benefits ("Benefits") set forth in **Exhibit B.**

5. **RECEIPT.** Within five (5) business days of receiving the Donation Funds or Gift (of the first installment thereof) listed in **Exhibit A** the Donee shall provide the Donor with a receipt. The receipt must be written on the official letterhead of the Donee and contain the following information: a) the name of the Donee as listed in Section 1 of this Agreement, b) the date the Donation Funds or Gift (of the first installment thereof) was given, c) the amount of the Donation Funds as set forth in **Exhibit A**, d) a description of any non-monetary Gift set forth in **Exhibit A**, and e) either a statement that no goods or services were provided by the Donee in exchange for the Donation Funds or the Gift, or description and good faith estimate (no estimate is need for naming rights) of the value of goods or services set forth in **Exhibit B**.

6. **DONEE TAX STATUS.** The Donee is either a) state, a possession of the United States, or any of their political subdivisions, the United States, or the District of Columbia, or b) a corporation, trust, fund, or foundation organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes. The Parties desire that the Gift made by this Agreement to be made in compliance with all of the applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), the accompanying Treasury Regulations governing charitable organizations formed in accordance with the Code, and any other applicable laws governing charitable donations.

7. **LICENSE.** The Donor grants to the Donee a nonexclusive, non-transferable, non-sublicensable license to use certain "Donor Trademarks" owned by the Donor solely in connection with this Agreement. "Donor Trademarks" shall mean solely the Donor trade names, marks and logos specified in **Exhibit C** hereto; provided, however, that the Donor in its sole discretion from time to time, may change the appearance and/or style of the Donor Trademarks or add or subtract from the list in **Exhibit C**, provided that, unless required earlier by a court order or to avoid potential infringement liability, Donee shall have 30 days' notice to implement any such changes. Donee

hereby acknowledges and agrees that, (i) the Donor has represented to Donee that the Donor Trademarks are owned solely and exclusively by the Donor, (ii) except as set forth herein, the Donee has no rights, title or interest in or to the Donor Trademarks and (iii) all use of the Donor Trademarks by the Donee shall inure to the benefit of the Donor. Donee agrees not to apply for registration of the Donor Trademarks (or any mark confusingly similar thereto) anywhere in the world. Notwithstanding the foregoing, any use of the Donor Trademarks pursuant to this license shall require the prior consent of the Donor.

7.1. Ownership. Donee acknowledges and agrees that the presentation and image of the Donor Trademarks should be uniform and consistent with respect to all services, activities and products associated with the Donor Trademarks. Accordingly, Donee agrees to use the Donor Trademarks solely in the manner that the Donor shall specify from time to time in the Donor's sole discretion. All usage by Donee of the Donor Trademarks shall include the appropriate trademark symbol. No use of the Donor Trademarks shall be permitted without the prior consent of the Donor.

8. **TERMINATION.** Donor may immediately terminate this Agreement with no further liability to Donee if Donee at any time breaches its obligations under this Agreement, and Donee does not cure such failure within thirty (30) days after receipt of written notice from the Donor.

9. **RELATIONSHIP.** Notwithstanding any provision to the contrary in this Donation Agreement, the Parties agree that their relationship with respect to the Gift contemplated herein is one of donor and donee only, and no provision of this Donation Agreement shall be construed to create any other type of status or relationship between the Parties with respect to such Gift. Neither Party nor its agents or employees are the representatives of the other Party for any purpose and neither Party has the power or authority as agent, employee or any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever.

10. **LIMITATION OF LIABILITY.** Neither Party shall be liable to the other or any third party for any consequential, indirect, incidental, special, or punitive damages. The aggregate liability of each Party under this agreement shall be one-thousand dollars ($1,000).

11. **FORCE MAJEURE.** Neither Party shall be deemed to have defaulted or failed to perform under this Agreement if that Party's ability to perform or default shall have been caused by an event or events beyond the control and without the fault of that Party, including fire, flood, explosion, act of God or a public enemy, strike, labor dispute, civil riot, pandemic, or the ability of Donor to provide the Gift is impacted by any of the foregoing ("Force Majeure Event"). Upon the occurrence of the Force Majeure Event, the Party claiming the Force Majeure Event shall promptly notify the other Party in writing of such event. Notwithstanding the foregoing, in the event of a Force Majeure Event, each Party agrees to make a good faith effort to perform its obligations hereunder.

12. **ASSIGNMENT.** The provisions of this Agreement will be binding on the Parties' successors and assigns. Upon notice to the other party, either party may assign this Agreement in whole or in part to any affiliate or subsidiary, or any party acquiring substantially all of the stock or assets of that party. Any other assignment shall require the prior written consent of the other party. Such consent not to be unreasonably withheld.

13. **NOTICES.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at

the address set forth in Section 1 of this Agreement. Such notice shall be deemed to have been given when deposited in the U.S. Mail.

14. **EXHIBITS.** All exhibits referred to in this Agreement are, by reference, incorporated in this Agreement for all purposes.

15. **PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

16. **ADDITIONAL DOCUMENTS OR ACTION.** The parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.

17. **INTEGRATION AND AMENDMENT.** This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

18. **WAIVER OF BREACH.** The waiver by any party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

19. **GOVERNING LAW.** The construction and interpretation of this Agreement and any disputes arising hereunder (whether for breach of contract, tortuous conduct or otherwise) shall be governed by and construed in accordance with the internal laws of the State of Florida without giving reference to its conflict of laws principles. In the event any suit, action or proceeding is brought by either party with respect to this Agreement or the matters contemplated herein, such action, suit or proceeding shall be brought in the state courts located in Live Oak, Florida and both Parties hereby accept, consent and submit to the exclusive jurisdiction of such court for the purpose of any such action, suit or proceeding.

20. **SEVERABILITY.** If any provision of this Agreement is declared to be invalid, void or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be severable, and all other provisions of this Agreement shall remain fully enforceable, and this Agreement shall be interpreted in all respects as if such provision were omitted.

21. **AUTHORITY.** The Donee represents that it has full power and authority to execute this Agreement and to carry out the transactions contemplated hereby, and that all corporate action on the part of the Donee, its officers, directors and shareholders and all consents, approvals, orders, authorizations or filings with any federal or state governmental agency necessary for the authorization, execution, delivery and performance of this Agreement by the Donee and the consummation of the transactions contemplated herein by the Donee has been taken or obtained, and that this Agreement constitutes the legal, valid and binding obligation of such entity.

22. **ELECTRONIC SIGNATURE & COPIES.** electronic signatures shall constitute original signatures for all purposes of this Agreement. Any and all electronic copies of the Agreement shall be treated as an original version.

23. **PUBLICITY.** Neither party shall publish any press release, make any other public announcement, communicate with any third party, or otherwise publish any statement(s) (each a "Disclosure") concerning this Agreement or the transactions contemplated hereby without the prior written consent of the other Party. If any Party wishes to make a Disclosure with respect to this Agreement or the contemplated transactions, such Party will provide the other with a draft

of the Disclosure for review at least ten (10) business days prior to the time that such Disclosure is to be made. The Parties will attempt in good faith to expeditiously reach agreement on such Disclosure and the contents thereof. All draft Disclosures requiring written consent by Donor shall be sent solely to Nikki.Richardson@jbssa.com.

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

Donor:	Donee:
Pilgrim's Pride Corporation	**Suwannee County School District**
By: _____	By: Ted Roush
Name: Chris Gaddis	Name:
Title: _____	Title: Superintendent

EXHIBIT A

Donation Fund Amount:

$50,000

Fund Disbursement Schedule:

Payment upon receipt of donation agreement completed by both parties and Pilgrim's press release distributed for announcement.

Sole Purpose of the Funds:

Partner with Suwannee County School District to improve the Suwannee High School Agriculture facility by adding a barn. The barn will support those students who do not have a barn at home to shelter the animals they raise and show at the fair.

Non-monetary Gift (if applicable):

EXHIBIT B

Benefits:

1. Donee shall display a "Donated by Pilgrim's" sign on the barn of the agriculture facility. The sign shall be designed as mutually agreed to by both the Donor and Donee. If, at any time, Donor requests an update to the name(s) or logo(s) set forth in Exhibit C and subsequently used in or on the signage, Donee shall work with Donor, at Donor's cost, to effectuate such change.

EXHIBIT C

Donor Trademarks:



Pilgrim's Pride Corporation

Pilgrim's

SUWANNEE COUNTY SCHOOL BOARD
Human Resources Transactions
July 27, 2021

TO: District School Board of Suwannee County

FROM: _____
Ted L. Roush, Superintendent of Schools

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

RECOMMENDATIONS FOR THE 2020-2021 SCHOOL YEAR:

PART-TIME/HOURLY EMPLOYEES:
Approval for the following employees for the second term 2020-2021

RIVEROAK TECHNICAL COLLEGE PART-TIME/HOURLY EMPLOYEES:
January 1, 2021 through June 30, 2021:

ADULT EDUCATION

Jennifer Floyd	GED Test Proctor/TABE Test Examiner
Cynthia Frye	ABE/GED Prep
Angela Hester	ABE/GED Prep
Mary Kinard	ABE/GED Prep
Jeffrey Lee	Test Administrator/Transition Specialist/Chief GED Test Examiner
Danielle Ovando	ESOL/ABE/GED Prep
Kathy Smith	ABE/GED Prep
Abbey Warren	ABE/GED Prep

CAREER AND TECHNICAL EDUCATION

Lindsey Bricker	IV Therapy
Ashley Cato-Conner	Practical Nursing/Patient Care Technician Clinical Instructor/I.V. Therapy
Tammy Cunningham	Surgical Technology Clinical Instructor
Kelly Grimes	Practical Nursing/Patient Care Technician Clinical Instructor
Wesley Hunter	IV Instructor (Part -Time Evenings)
Ramona Land	Practical Nursing/Patient Care Technician Clinical Instructor/I.V. Therapy
Kevin Mercer	Welding
Susan Morgan	Patient Care Technician/Practical Nursing/I.V. Therapy/Nursing Assistant/Phlebotomy
Shari Senea	Phlebotomy
Tommy Taylor	Welding
Bonnie Thomas	Nursing Assistant
Traci Thompson	LPN Instructor
Greta Thornton	Nail Technician
Susie Tyson	Nursing Assistant
Hildelita Warren	Practical Nursing/Patient Care Technician Clinical Instructor/I.V. Therapy
Suzanne Wilson	LPN Instructor

COMMUNITY EDUCATION (Pending class enrollment)

Derwin Bass	Basic Car, Home and/or Shop Maintenance
Donna Bass	Community Education Coordinator
Virginia Crews	CPR
Julie Dees	Culinary, Cake Decorating
Stasia Dupree	Essential Oils
Belinda Fries	Computer Technology/Computer Safety
Vanessa Grantham	Crochet/Stained Glass
Logan Hart	Photography
Melissa Hottenstein	Sign Language
Sherry Laks	Arts, Crafts, and Card Making
Kevin Mercer	Welding Art
Wayne Musgrove	Gun Safety/Concealed Weapons
Robinette Odom	Wreath Making
Wendy Perrin	Vinyls/Crafts
Natasha Pittman	Computer Applications
Melinda Polbos	Culinary
William Ragan	Auto Painting
Becky Raymond	Basic Computers
John Sinclair	Culinary
Debbie Scott	Cake Decorating
Tommy Taylor	Welding Art
Roger LaDon Terry	Floral
Dana Tidwell	Community Education Assistant

End of List
2020-2021
School Year

SUMMER TERM 2020-2021:

RECOMMENDATIONS: INSTRUCTIONAL:

RECOMMENDATION: INSTRUCTIONAL: OUT-OF-FIELD:

Approval for the following to teach out-of-field for the 2020-2021 summer school term:

NAME	SCHOOL	OUT OF FIELD SUBJECT
Janet Denise Stewart	Branford High School	Chemistry

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Approval for the following to work up to 12 additional hours for Pre-K registration/enrollment from July 26, 2021 through July 29, 2021

NAME	LOCATION
Alexis Dalton	Suwannee Pineview Elementary
Marissa Lane	Suwannee Springcrest Elementary
Carol Townsend	Suwannee Riverside Elementary

MISCELLANEOUS:

Approval for Abigail Hill to work up to 40 additional hours completing evaluations paid from IDEA funds

Approval for Keith Cherry, Suwannee High School, Dean, to be paid hourly rate from July 1, 2021 through July 31, 2021

Approval for the following teachers to work up to 32 hours in June paid through the Carl D. Perkins Secondary Grant:

BHS	RTC
Anne Etcher	Greta Thorton

Approval for Patricia Williams to work as an alternate paraprofessional in the VPK summer program

Approval for Frank Hufty to work as an alternate teacher in the Credit Recovery at SHS through July 22, 2021

Approval for Jennifer Hitt to work as an alternate teacher in the Summer/Afterschool Reading Program

Approval for the following to work 2 days to allow students to complete their Edgenuity Class at BHS

Michele Lambert Janet Stewart Abbey Warren

Approval for the following to work in the 3rd and 4th Grade Summer Reading Program:

Name	Location
Evelyn Arnold	Suwannee Pineview Elementary
Tammy Atkinson	Suwannee Riverside Elementary
Jamie Cato	Suwannee Riverside Elementary
Amanda Clark	Branford Elementary School
Megan Collins	Suwannee Springcrest Elementary
Shannon Daniel	Suwannee Springcrest Elementary
Angela Hester	Suwannee Pineview Elementary
Stephanie Knighton	Branford Elementary School
Marjerian Lewis	Suwannee Pineview Elementary
Tracy Pope	Suwannee Riverside Elementary

Alternate Teachers:

Joanne Barton	Suwannee Springcrest Elementary
Leigh Fountain	Suwannee Riverside Elementary
Jacqueline Glover	Branford Elementary School
Jennifer Hitt	Suwannee Middle School
Lorri Mercer	Suwannee Opportunity School
Stephanie Reid	Suwannee Riverside Elementary
Ona Robertson	Suwannee Middle School
Sandra Windburn	Suwannee Springcrest Elementary

End of Summer Term List
2020-2021
School Year

RECOMMENDATIONS FOR THE 2021-2022 SCHOOL YEAR:

TERMINATION:

Branford High School:
Kenneth J. Wingate, effective July 27, 2021

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

Suwannee Riverside Elementary:
Heidi Hunter, Teacher, effective July 1, 2021

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

Branford Elementary School:
Kimberly Procko, Teacher, effective July 1, 2021

Suwannee High School:
Barbara Barker, Teacher, effective June 14, 2021

Lillian Henderson, Teacher, effective May 28, 2021

Amy Yarick, Teacher, effective August 2, 2021

Suwannee Middle School:
Amanda Hurst, Teacher, effective July 19, 2021

Mary J. Kinard, Teacher, effective July 13, 2021

Suwannee Riverside Elementary:
Hannah Johnson, Teacher, effective July 15, 2021

Christina Sparkman, Teacher, effective June 30, 2021

Suwannee Springcrest Elementary:
Brittany Broughton, Teacher, effective July 15, 2021

Kerry Jo Melland, Teacher, effective June 21, 2021

RECOMMENDATIONS: INSTRUCTIONAL:

Branford Elementary:
April Barnes, Teacher, effective August 3, 2021
REPLACES: Teresa Conger

Kirsten Boston, Teacher, effective August 3, 2021
REPLACES: Rhoshonda Herring

Crystal Brown, Teacher (Temporary), effective August 3, 2021
REPLACES: New Position

Branford High School:
Ayla Hicks, Teacher, effective August 3, 2021
REPLACES: Marcia Boatright

Paul Morello, Teacher, effective August 3, 2021
REPLACES: Jeffry Boatright

Eric Yount, Teacher, effective August 3, 2021
REPLACES: Erin Roberts

RIVEROAK Technical College:
Maria Toledo-Garcia, Teacher, effective August 3, 2021
REPLACES: Lydia Mendoza

Suwannee High School:
Vicki Bryan, Teacher, effective August 3, 2021
REPLACES: Barbara Barker

Billy Butcher, Teacher, effective August 3, 2021
REPLACES: Audrey Marshall

Amy Hendry, Teacher-Academic Coach, (Temporary), effective August 3, 2021
REPLACES: New Position

Theodore Frazier, Teacher, effective August 3, 2021
REPLACES: Michael Braun

Taylor Mingle, Teacher, effective August 3, 2021
REPLACES: Vanessa Menhennett

Suwannee Middle School:
Cristina Herrington, Teacher - Academic Coach, (Temporary), effective August, 3, 2021
REPLACES: New Position

Jennifer Hitt, Teacher, (Temporary) effective August 3, 2021
REPLACES: Patrice Parker

Stacey Politano, Teacher, effective August 3, 2021
REPLACES: Melinda Ahrens

Suwannee Opportunity School:
Lorri Mercer, Teacher, effective August 3, 2021
REPLACES: Brooklyn Ross

Suwannee Pineview Elementary:
Janet Diaz, Teacher, effective August 3, 2021
REPLACES: Ona Robertson

Tamara Felton, Teacher, effective August 3, 2021
REPLACES: Holly McMillan

Malea Gold, Teacher, effective August 3, 2021
REPLACES: Jessica Johnson

Stacia Hewett, Teacher, effective August 3, 2021
REPLACES: Cierra Keen

Cierra Keen, Media Specialist, effective August 3, 2021
REPLACES: Vickie Pagliai

Keeley Messer, Teacher, effective August 3, 2021
REPLACES: Phyllis Smith

Taelyn Smith, Teacher (Long Term Substitute), effective August 3, 2021
REPLACES: Kelly Parker

Suwannee Riverside Elementary:
Kimberly Bulaskas, Teacher, effective August 3, 2021
REPLACES: Christina Sparkman

Laura Ferguson, Teacher, effective August 3, 2021
REPLACES: Brandi Hart

Kelli Roberts, Guidance Counselor, effective July 26, 2021
REPLACES: Karen Patten

Adrienne Taylor, Dean, effective August 3, 2021
REPLACES: Keith Cherry

Michael Townsend, Teacher, effective August 3, 2021
REPLACES: Emily Blackmon

Suwannee Springcrest Elementary:
Ariel Jennings, Teacher, effective August 3, 2021
REPLACES: Kerry Jo Melland

Dyanna Sloan, Teacher, effective August 3, 2021
REPLACES: Jenny Clark

Suwannee Virtual School:
Jeffry Boatright, Teacher, effective August 3, 2021
REPLACES: New Position

Jennifer Campbell, Teacher, effective August 3, 2021
REPLACES: Brooke Cox-Knowles

Jean Eckhoff, Teacher, effective August 3, 2021
REPLACES: Angela Hester

Angela Hester, Teacher-Academic Coach (Temporary), effective August 3, 2021
REPLACES: New Position

TRANSFERS/REASSIGNMENTS:

NAME	FROM: SITE/POSITION	TO: SITE/POSITION	REPLACES	EFFECTIVE
Jenny Clark	SSE/Teacher	SSE/Academic Coach	Wendy Stevens	August 3, 2021
Rosa Davis	SPE/Teacher	SRE/Teacher	Georgette Allbritton	August 3, 2021
Melissa Francisco	SVS/Teacher	BES/Teacher	Melissa Francisco	August 3, 2021
Rhonda Furry	SRE/Teacher	SMS/Teacher	Jennifer Campbell	August 3, 2021
Rhoshonda Herring	BES/Teacher	SRE/Teacher	Rhonda Furry	August 3, 2021
Kelly Parker	SPE/Teacher	SRE/Teacher	Heidi Hunter	August 3, 2021
Laura-Katherine Roberts	SRE/Teacher	SPE/Teacher	Rosa Davis	August 3, 2021
Brooklyn Ross	SOS/Teacher	SSE/Teacher	Darby Smith	August 3, 2021
Lawanna Zimmermann	SRE/Teacher	SRE/Teacher	Brandi Hart	August 3, 2021

LEAVE OF ABSENCE:

RIVEROAK Technical College:
Pamela Poole, Teacher, effective 2021-2022 School Year

LEAVE OF ABSENCE (MEDICAL):

SUPPLEMENTARY:

NAME	POSITION	LOCATION
Frank Allen	Athletic Director	SHS
Timothy Clark	Assistant Athletic Director	BHS
Timothy Clark	Head Football Coach	BHS
Patrick Dawson	NJROTC	SHS
Kyler Hall	Assistant Athletic Director	SHS
Kyler Hall	Head Football Coach	SHS
Debra Kleinsmith	NJROTC	SHS
Fred "Alex" O'Quinn	Athletic Director	BHS
Katheryn Quincey	Ag/FFA Sponsor	SHS
Travis Tuten	Ag/FFA Sponsor	SHS
Stacy Young	Ag/FFA Sponsor	BHS

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

Suwannee Springcrest Elementary:
Ila Allen, Paraprofessional, effective July 13, 2021

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

Branford Elementary School:
Tiffany Phillips, Paraprofessional, effective July 12, 2021

Suwannee Riverside Elementary:
Brittany Lock, Paraprofessional-Lead Pre-K, effective July 9, 2021

Transportation:
Jennifer Hurst, Bus Aide, effective July 14, 2021

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford Elementary School:
Khrystie Bryan, Paraprofessional, effective August 3, 2021
REPLACES: Michelle Bozeman

Facilities:
Austin Murray, Groundskeeper (Temporary), effective July 6, 2021
REPLACES: Levi McCall

Suwannee High School:
Randi Croft, Nurse, effective August 3, 2021
REPLACES: Rebecca Futch

Laritta Hunter, Attendance Clerk, effective August 3, 2021
REPLACES: Patricia Williams

Suwannee Pineview Elementary:
Alexis Dalton, Lead Pre-K Paraprofessional, effective August 3, 2021
REPLACES: Dora Townsend

Suwannee Riverside Elementary:
Jenna Hunter, Paraprofessional, effective August 3, 2021
REPLACES: Kelly McManaway

Bethany Mabey, Paraprofessional, effective August 3, 2021
REPLACES: New Position

Kimberly Ranck, Paraprofessional, effective August 3, 2021
REPLACES: Daycia Bandy

Mackia Strickland, General Receptionist, effective July 1, 2021
REPLACES: New Position

Carol Townsend, Paraprofessional, effective August 3, 2021
REPLACES: New Position

Springcrest Elementary:
Kelsey Leighton, Paraprofessional Pre-K, effective August 3, 2021
REPLACES: New Position

Transportation:
Lance Griner, Mechanic, effective July 12, 2021
REPLACES: Charles Ford

TRANSFERS/REASSIGNMENTS:

NAME	FROM: SITE/POSITION	TO: SITE/POSITION	EFFECTIVE	REPLACES
Rebecca McCray	SMS/Paraprofessional	SRE/Paraprofessional Pre-K	August 3, 2021	Mackia Strickland
Lori Torres	SRE/Paraprofessional	SSE/Paraprofessional	August 3, 2021	Ila Allen

LEAVE OF ABSENCE (MEDICAL):

Suwannee Riverside Elementary:
Jody Ellison, Custodian, effective June 19, 2021 through July 23, 2021

Transportation:
Scott Koehn, Mechanic, effective May 14, 2021 through August 2, 2021

SUBSTITUTES:

The following to serve as Substitute Bus Attendants:

Kelly Bradow Renee Carter Carminda Ramos

CONTRACT RECOMMENDATIONS:

ANNUAL INSTRUCTIONAL CONTRACTS:

	TERM
Branford Elementary School:	
Traci Combee	10
RIVEROAK Technical College:	
Eric D. Bass	10
Mona Kelley	10
Catherine Maxwell	10

End of List
2021-2022
School Year

SCHOOL IMPROVEMENT AND EDUCATIONAL ACCOUNTABILITY
2.09

POLICY:

The School Board shall be responsible for school and student performance and for developing, approving, implementing, and maintaining a system of school improvement and education accountability pursuant to Florida Statutes and State Board of Education rules. The system shall establish the individual school as the unit for education accountability and shall conform with the provisions of planning, and budgeting as required by sections 1008.385, 1001.42, 1010.01, and 1011.01, Florida Statutes. *School* as used herein shall include each school-within-a-school, magnet school, self-contained educational alternative center, and satellite center.

The system shall include, but not be limited to, the following components:

I. School improvement plans which are adopted for each District school.

Each District school shall develop and present to the Superintendent, by the date set by the Superintendent, an individual school improvement plan for consideration by the School Board. The approved plan shall be implemented the next school year.

A. The plan shall be designed to achieve the state education goals and student performance standards and shall be based on a needs assessment conducted pursuant to data collection requirements in Florida Statutes.

B. The plan shall address school progress, goals, indicators of student progress, strategies, and evaluation procedures including adequate measures of individual student performance. School safety and discipline strategies and other academic-related issues may be included.

C. The plan for each District school shall be approved annually.

D. The plan shall be developed by School Board employees in each District school in conjunction with the district advisory council.

E. Each school plan shall meet the requirements of Florida Statutes.

II. Approval process.

The District process for approval shall provide for each school improvement plan to be reviewed and approved or disapproved by the School Board.

III. A three -year individualized assistance and intervention plan for schools that do not meet or make adequate progress, as defined in Florida Statutes and State Board of Education rules, in satisfying the goals and standards of their approved school improvement plan.

IV. The District notification procedures to Department of Education to identify any school that has completed a two-year individualized assistance and intervention plan without making adequate progress in satisfying the goals and standards of its approved school improvement plan.

V. A communication program, to inform the public about student performance and educational programs in District and school reports.

VI. Funds for schools to develop and implement school improvement plans.

VII. A reporting procedure to provide the Department of Education with annual feedback on the progress of implementing and maintaining a system of school improvement and education accountability. Items specified in Florida Statutes, shall be included in all feedback reports.

STATUTORY AUTHORITY: 1001.41; 1001.42, F.S.

LAWS IMPLEMENTED: 24.121(5)(c), 1001.10, 1001.42, 1001.43, 1001.452, 1003.413, 1008.33, 1008.345, 1008.385, 1010.01, 1011.01, F.S.

STATE BOARD OF EDUCATION RULE(S): 6A-1.09981

History:	Adopted: Revision Date(s): 12/14/99, 3/23/2010, 10/24/2017 Formerly: BBA

SCHOOL BOARD ADOPTED PLANS 2.15

POLICY:

The School Board has plans, manuals, handbooks and codes which outline procedures to be followed relative to stated topics. The plans, manuals, handbooks and codes listed below are herein adopted by reference as part of these rules.

These include, but are not limited to:

- AIDS / HIV
- Approved List of Fees for use of facilities, equipment, district services, and materials
- Bloodborne Pathogens
- Collective Bargaining Agreements
- Dropout Prevention Program
- Employee Job Descriptions
- Exceptional Student Education
- Facilities Handbook
- Professional Education Competency Demonstration System
- Program of Awards
- Program of Studies
- Student Progression Plan
- Qualifications for Employment of Non-Degreed Full-time and Part-time Vocational and Part-time Adult Instructional Personnel Manual
- School Attendance Zones Guidelines
- School Board Transportation Employee Drug and Alcohol Testing Manual
- School Food Services Handbook
- School Improvement Plans
- Student Assignment Guidelines
- Student Code of Conduct
- Student Education Records Manual
- Student Services Plan
- Transportation Handbook
- District Strategic Plan
- Progress Monitoring Plan
- Professional Learning Catalog

STATUTORY AUTHORITY: 1001.41; 1001.42, F.S.

LAWS IMPLEMENTED: 1001.41; 1001.43, F.S.

History:	Adopted: Revision Date(s): Reviewed by SCSB: 1/12/2010 Formerly: New

RESIGNATIONS	6.214

POLICY:

I. Any administrative or instructional staff member who wishes to resign shall submit his / her resignation in writing addressed to the Superintendent. The letter of resignation shall state the reasons for the resignation and the desired effective date. The resignation of any administrative or instructional staff member shall be sent to and countersigned by the person's administrative supervisor who shall forward the resignation to the Superintendent for presentation to the School Board. The Superintendent is authorized to accept the resignation on behalf of the School Board.

A. The resignation of an administrative or instructional staff member may be accepted during the contractual period of service provided that an acceptable reason is given and a qualified and satisfactory replacement is available. Any resignation for an ensuing school year shall be accepted without question if submitted prior to June 20 of the current school year.

B. All resignations shall be processed through the Superintendent's office.

C. An employee who violates the terms of an employment agreement or written contract by leaving his / her position without first being released from the agreement or contract by the School Board shall be subject to the jurisdiction of the Education Practices Commission. When this occurs, the Superintendent shall be responsible for notifying the Commissioner of Education about the School Board's action of declaring the position as abandoned and vacant.

II. A non-instructional employee who wishes to resign shall submit his / her resignation in writing addressed to the Superintendent. Whenever possible, two (2) weeks prior notice shall be given. The letter of resignation shall state the reason for the resignation and the desired effective date. A resignation of an employee shall be sent to and countersigned by his / her immediate administrative supervisor.

STATUTORY AUTHORITY: 1001.41; 1012.22; 1012.23, F.S.

LAWS IMPLEMENTED: 1001.43; 1012.22; 1012.23; 1012.33; 1012.34; 1012.795, F.S.

STATE BOARD OF EDUCATION RULES:

History:	Adopted: Revision Date(s): 6/22/10 Formerly: GCD; GCPB; GDPB

POLICY:

I. All school construction bids shall be the immediate responsibility of the Superintendent or designee. All applicable Florida Statutes, State Board of Education Rules, and School Board Rules shall be observed in school construction bid procedures.

II. The Superintendent or designee shall be responsible for preparing the legal notice for bids and shall determine that such notice meets the requirements of Florida Statutes and State Board of Education Rules and contains the information needed by the prospective bidders to include the following:

A. Date, time and place relating to submitting of bids;
B. Procedures for presenting bids;
C. Conditions and terms for receiving bids;
D. Procedures to be followed in opening and presenting bids to the School Board; and,
E. Conditions for awarding contracts based on bids.

III. Bid bonds may be required on new construction and any renovations or remodeling exceeding twenty-five thousand dollars ($25,000.00).

IV. These provisions shall be followed for construction bids:

A. The bid time and date shall be established by the School Board after the Superintendent's recommendation.
B. Bids shall be opened at the designated time in the invitation to bid. At the designated time, the person presiding shall inquire if all bids have been received; no other bids shall be accepted

and no bid may be withdrawn after the deadline. Negligence on the part of the bidder in preparing the bid shall confer no right for withdrawal after the designated time for opening of bids. Bids by telegram shall not be accepted nor shall any other type

of bid be accepted which cannot be classified as a sealed bid. Bids received by mail shall be stamped with the time and date received by the Purchasing Office.

C. All bids shall be opened, read aloud, and recorded in the presence of all persons.

D. Each bid shall be accompanied by a bid bond, if required, a certified check, or a cashier's check in an amount equal to five percent (5%) of the total amount of the bid. Failure to include such bond shall automatically disqualify the bid from further consideration.

F. Every contractor and subcontractor desiring to enter into a contract with the school district shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractors entering into contracts with a subcontractor, must have an affidavit from the subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

1. Contractor must provide evidence of compliance with Florida Statute Section 448.095. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

2. Contractors entering into contracts with a subcontractor, must have an affidavit from the subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

3. Contractor shall provide a copy of sub-contractor affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

4. Failure to comply with this provision is a material breach of an 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).

F. Unless all bids are rejected by the School Board for valid reasons, the contract shall be awarded to the lowest responsible, or best bidder meeting all requirements and specifications.

G. The School Board shall approve all subcontractors. When a construction contract has been awarded to a contractor on the basis of proper bids, payments on that contract shall be made on a scheduled basis in an amount approved by the architect. This amount shall consider the five percent (5%) hold-back required by Florida Statutes. Upon completion of the construction, the final payment shall be made only on the School Board's approval after proper inspection of the facilities.

V. The specifications for construction bids may not be written to limit any purchase of systems or materials to a specific brand or a single source of supply, unless the School Board, after consideration of all available alternative materials and system, determines that the specifications of a sole material or system is justifiable, based upon its cost interchangeability.

VI. All bid requests shall include a notification to bidders that failure to file a bid protest within the time and in the manner prescribed by School Board rule shall constitute a waiver of any further right to protest such bid award.

STATUTORY AUTHORITY: 1001.42, F.S.

LAWS IMPLEMENTED: 255.04; 287.055; 287.057; 288.061, 448.095, 1001.43; 1013.46-.48, F.S.

History:	Adopted: Revision Date(s): 2/22/2011, 9/22/2020 Formerly: FEF; FEH

Student Teaching Affiliation Agreement

This Student Teaching Affiliation Agreement ("Agreement") is entered into between the Board of Trustees, St. Petersburg College ("SPC"), a state college, whose mailing address is PO Box 13489, St. Petersburg, Florida 33733, and the School Board of Suwannee County, (the "District"), whose mailing address is 1740 Ohio Avenue South, Live Oak, Florida 32064.

1. **Purpose.** The purpose of this Agreement is to establish the terms and conditions under which SPC students may participate in Student Teaching Internships, Practicums, and Observations at the schools located in the District.

2. **Student Placements.** The District shall accept SPC Students for placement in Student Teaching Internships, Practicums, and Observations on the terms and conditions set forth herein.

3. **Policies Governing Student Placements.**

a. Placements for all clinical field experiences will be arranged by the designated representatives of the District in collaboration with representatives of SPC. SPC Student applications for final internship will be submitted to the District by the appropriate representative according to the dates as agreed upon by the parties:

Submission of applications for final internships for Fall Semester due by: August 10, 2021.

Submission of applications for final internships for Spring Semester due by: January 4, 2022.

b. Under no circumstances will SPC Students be allowed to contact principals, administrators, or teachers to request a specific preferred placement.

c. SPC Student applicants for college practicums or final internships cannot be placed in a school in which the applicant has a relative who is an employee or a student.

4. **College Responsibilities.**

a. SPC will provide a college supervisor for each practicum student or final intern placed in a District school. Each college supervisor will meet the minimum qualification set forth by the Florida Department of Education which presently include the following:

i. Three or more years of K-12 Teaching Experience

ii. Evidence of Clinical Educator Training or commensurate clinical training

iii. A master's degree or higher in an appropriate educational field.

b. SPC supervisors will observe, evaluate, support, and provide feedback to SPC Students in field placements.

c. SPC will provide to each cooperating teacher a packet of materials and information regarding policies, expectations, and responsibilities of practicum students and final internships.

d. SPC will provide SPC Students with a field experience orientation in which they will be informed that they must a) abide by the policies, rules, and regulations of the placement school, b) follow the principles in the Educator's Code of Ethics and Principles of Professional Conduct, and c) recognize the confidential nature of information regarding K-12 students and their records.

e. SPC will ensure that SPC Students placed in a District clinical field experience shall, at each SPC Student's own expense, submit to and pass a fingerprint-based background check as required by Florida Statutes prior to any direct contact with District students under this Agreement and prior to entering District school grounds when students are present.

5. District Responsibilities.

a. In accordance with applicable Florida Statutes, District cooperating teachers who work with pre-service teachers in practicum or final internship field placements must meet the minimum qualification set forth by the Florida Department of Education which presently include the following:

i. have three years of K-12 teaching experience

ii. have a valid teaching certificate in the assigned teaching area

iii. have evidence of Clinical Educator Training

iv. demonstrate effective classroom management strategies

b. The District school will make available to the practicum student or final intern the instructional materials required in the classroom in which he/she has been assigned.

c. The District school will provide appropriate orientation for the practicum student or final intern in regard to policies, rules, and regulations for the assigned school and classroom.

d. The District school will provide the practicum student or final intern appropriate feedback, timely evaluations, and scheduled meetings to discuss performance.

6. **Confidentiality.** SPC and the District shall inform Student of federal and state laws governing the confidentiality of District student information, including FERPA. The parties agree that any breach of confidentiality by an SPC Student shall be grounds for immediate termination of the student's clinical experience.

7. As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, SPC hereby agrees to indemnify and hold the District harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negative acts of any officer, employee, and agent or other representative of SPC and which are not caused or materially contributed to by any officer, employee, agent or other representative of the District.

8. **Insurance.** During the term of this Agreement, SPC shall maintain in full force and effect professional liability insurance in the minimum amount of $1,000,000 per occurrence and $2,000,000 aggregate.

9. **Notices.** Notices under this Agreement shall be mailed or delivered to the parties as follows:

To the District: Ted L. Roush, Superintendent
Suwannee County School District
1740 Ohio Avenue South
Live Oak, FL 32064

To: St. Petersburg College
P.O. Box 13489
St. Petersburg FL 33733-3489
Attn.: Dean Kim Hartman

10. **Term and Termination.** The term of this Agreement commences upon signature and ends on July 31, 2023. Either party may, upon thirty (30) days written notice to the other party, terminate this Agreement.

11. **Assignment.** The provisions of this agreement shall inure to the benefit of and shall be binding upon the successors of the parties hereto. Neither this agreement nor any of the rights or obligations hereunder may be transferred or assigned without prior written consent of the other party.

12. **Modification of Agreement.** This Agreement may be modified only by written amendment executed by all parties.

13. **Partnership/Joint Venture/Employment.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.

14. **Nondiscrimination.** The parties shall comply with Title VI and VII of the Civil

Rights Act of 1964, Title IS of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status, pregnancy or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

In witness thereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

St. Petersburg College

By: _____

Name: _____

Title: _____

The School Board of Suwannee County

By: _____

Name: Ted L. Roush

Title: Superintendent of Schools

By: _____

Name: Tim Alcorn

Title: Board Chairman

"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 School Board of Suwannee County, Florida ("SCSB"), and **Catherine Cason** ("Individual"), (hereinafter "Contractor.").

WITNESSED:

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

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

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

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

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

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

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

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

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

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

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

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

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

2. REPRESENTATIVES AND WARRANTIES

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

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

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

C. Contractor shall perform the services required hereunder in accordance with:
(i) all applicable federal, state, and local laws, rules, and regulations;

(ii) all applicable policies of: SCSB;

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

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

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

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

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an

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

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on July 1, 2021 and ending June 30, 2022, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

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

6. BILLING

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

7. CONFIDENTIALITY

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

or required by law or this Agreement. In addition, Contractor shall:

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

8. CRIMINAL BACKGROUND CHECKS

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

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

9. AUDITS, RECORDS, AND RECORDS RETENTION

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

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

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

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

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

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

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

10. INDEMNIFICATION

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

11. DEBARMENT & SUSPENSION

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

12. TERMINATION

A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.
B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by

written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:

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

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

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

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

13. ARBITRATION

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

14. ENTIRE AGREEMENT; MODIFICATION

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

15. GOVERNING LAW

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

16. COUNTERPARTS

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

17. NOTICES

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

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

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

Contractor: Catherine Cason
P. O. Box 433
Live Oak, FL 32064

18. WAIVER

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

19. CAPTIONS

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

20. ASSIGNMENT; BINDING EFFECT.

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

21. RELEASE OF STUDENT RECORDS

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

22. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes 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 render impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2020-2021 academic year.

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 _____, 2021.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Tim Alcorn, Chairman Date

_____ _____
Ted L. Roush, Superintendent of Schools Date

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

CONTRACTOR

_____ _____
Witness Signature Catherine Cason

_____ _____
Type or Print Name of Witness Date

Date _____

EXHIBIT A

Scope of Work

Priority Parent Involvement Tasks

- Participate in the development of the District Parent Involvement Plan and also Parent Involvement Plans in each school
- Participate in the Early Childhood Education Program
- Provide effective resources to our parents
- Provide coordination between homeless and migrant parents as needed
- Coordinate and assist the Information Technology department in the development of the parent involvement website
- Coordination with guidance counselors as needed
- Provide professional development on parent communication as needed

Responsibilities

- Participate in planning and developing programs and services to students and families
- Prepare and maintain records and referrals
- Interpret educational policies, programs, and procedures related to early childhood education and parent involvement
- Assist in early identification of students' school-related problems
- Communicate with the family about available services and how to access them
- Use technology to improve communications with schools, parents, and community agencies
- Collaborate with parents and other staff in the implementation of programs and services for students such as Parent Partnership Project
- Inform faculty and staff how services of parent liaison may be used in planning and evaluating programs for students, procedures for referrals, or assistance at the request of administration
- Serve on committees and councils as assigned or appropriate
- Perform other tasks consistent with the goals and objectives of this position

CONTRACTOR FEDERAL IDENTIFICATION NUMBER:
INDIVIDUAL SOCIAL SECURITY NUMBER: **46-3190551**

IRS Form W-9 on file.

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

Federal Programs

EXHIBIT B

FEE SCHEDULE

The independent contractor will be paid upon receipt of invoices by the District as tasks and responsibilities in Exhibit A are fulfilled. Hourly rate is $37.22; total contract amount shall be up to $42,000.

EXHIBIT C

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and **Kim Boatright** ("Individual"), (hereinafter "Contractor.").

WITNESSED:

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

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

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

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

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

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

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

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

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

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

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

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

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

2. REPRESENTATIVES AND WARRANTIES

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

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

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

C. Contractor shall perform the services required hereunder in accordance with:
(i) all applicable federal, state, and local laws, rules, and regulations;

(ii) all applicable policies of: SCSB;

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

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

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

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

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an

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

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on July 1, 2021 and ending June 30, 2022, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

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

6. BILLING

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

7. CONFIDENTIALITY

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

or required by law or this Agreement. In addition, Contractor shall:

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

8. CRIMINAL BACKGROUND CHECKS

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

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

9. AUDITS, RECORDS, AND RECORDS RETENTION

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

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

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

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

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

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

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

10. INDEMNIFICATION

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

11. DEBARMENT & SUSPENSION

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

12. TERMINATION

A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.
B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by

written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:

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

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

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

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

13. ARBITRATION

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

14. ENTIRE AGREEMENT; MODIFICATION

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

15. GOVERNING LAW

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

16. COUNTERPARTS

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

17. NOTICES

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

If to SCSB: The School Board of Suwannee County Florida
c/o Ted L. Roush, Superintendent
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
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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 _____, 2021.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Tim Alcorn, Chairman Date

_____ _____
Ted L. Roush, Superintendent of Schools Date

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

CONTRACTOR

_____ _____
Witness Signature Kim Boatright

_____ _____
Type or Print Name of Witness Date

Date _____

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- Communicate with the family about available services and how to access them
- Use technology to improve communications with schools, parents, and community agencies
- Collaborate with parents and other staff in the implementation of programs and services for students such as Parent Partnership Project
- Inform faculty and staff how services of parent liaison may be used in planning and evaluating programs for students, procedures for referrals, or assistance at the request of administration
- Serve on committees and councils as assigned or appropriate
- Perform other tasks consistent with the goals and objectives of this position

CONTRACTOR FEDERAL IDENTIFICATION NUMBER:
INDIVIDUAL SOCIAL SECURITY NUMBER: **46-3190551**

IRS Form W-9 on file.

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

Federal Programs

EXHIBIT B

FEE SCHEDULE

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under Chapter 119.0701, Florida Statutes

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

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

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

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

AFFILIATION AGREEMENT
BETWEEN
SUWANNEE COUNTY SCHOOL BOARD thru RIVEROAK TECHNICAL COLLEGE
AND
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

THIS AFFILIATION AGREEMENT ("Agreement") is entered into the date last signed ("Effective Date") by and between the SUWANNEE COUNTY SCHOOL BOARD thru RIVEROAK TECHNICAL COLLEGE ("INSTITUTION"), and The UNIVERSITY OF FLORIDA BOARD OF TRUSTEES ("UF"), a public body corporate of the State of Florida, for the benefit of the College of Medicine's UF Health Physicians.

WHEREAS, INSTITUTION offers the following academic programs in the study of health care to prepare its students ("Students") to become health professionals: Practical Nursing, PCT Educational Program ("Programs"); and

WHEREAS, INSTITUTION and UF desire to provide Students of the Programs with learning experiences that include the application of knowledge and skills in actual patient situations through clinical training and supervision ("Clinical Studies"); and

WHEREAS, UF, through its UF Health Physicians and in support of its tripartite mission of education, research, and service, has agreed to provide Clinical Studies at facilities affiliated with UF ("Affiliated Facilities") to Students of the Programs;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as set forth in this Agreement.

I. GENERAL PROVISIONS

A. The initial term of this Agreement shall be for two (2) years, commencing on the effective date. This Agreement shall automatically renew for successive one (1) year terms ("Renewal Term") unless the Agreement is terminated pursuant to the provisions herein. Either party shall have the absolute right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other party. Notwithstanding the foregoing, any termination of this Agreement shall be effective only at the end of a specific academic period to permit Students already participating in Clinical Studies to complete their learning experiences unless Student(s) is (are) removed pursuant to Section I.C. of this Agreement.

B. INSTITUTION will disclose information from each participating Student's educational records, as appropriate, to personnel at UF who have a legitimate need to know in accordance with the Family Educational Rights and Privacy Act of 1974, as amended, and Section 1002.225, Florida Statutes. UF hereby agrees that its personnel will use such information only in furtherance of the Clinical Studies for Student, and that the information will not be disclosed to any other person without Student's prior written consent unless otherwise required or permitted by law.

C. UF will advise INSTITUTION at the earliest possible time of any deficiency noted in any Student's ability to progress toward achievement of the stated objectives of the Clinical Studies. UF reserves the right to immediately remove any Student from UF, at any time, upon UF's request and sole determination that such removal is necessary because Student's behavior and/or performance (1) endangers any of UF's employees, clients, patients or patients' care, (2) fails to comply with UF's or Affiliated Facility's policies and procedures or any applicable federal, state, or local laws, rules, or codes or any requirement of any authorized agency having direction or control over UF's or Affiliated Facility's operations, or (3) fails to comply with this Agreement. UF may also immediately remove from the premises any Student for unprofessional behavior. In such event, said Student's participation in the Clinical Studies at UF shall immediately cease, subject to being resumed only with the mutual written agreement of UF and INSTITUTION. INSTITUTION retains final authority with regard to disciplinary action of Student and Student's standing with Programs.

II. INSTITUTION'S RESPONSIBILITIES

A. INSTITUTION will submit to UF the name of each eligible Student from INSTITUTION and the specific Program the Student is enrolled in at INSTITUTION for consideration to participate in Clinical Studies at UF and the desired time span the Student(s) is (are) to spend at UF, together with other Student information reasonably required by UF. INSTITUTION shall submit any change in Students or dates of desired Clinical Studies to UF immediately.

B. INSTITUTION shall designate a qualified person or persons from each Program to coordinate and act as liaison with the appropriate UF personnel and provide orientation to its applicable Program for UF personnel. The designated person or persons may be subject to policies and/or credentialing requirements of UF or its Affiliated Facilities depending on the Program.

C. INSTITUTION will retain ultimate responsibility for establishing, administering, and maintaining its Programs and accreditation, if any, of such Programs.

D. INSTITUTION shall ensure that Students have the necessary didactic prerequisites to be eligible to participate in the Clinical Studies at UF or its Affiliated Facilities.

E. INSTITUTION will send to UF only those Students in good standing at INSTITUTION who are willing to adhere to all policies, procedures, and practices of UF and its Affiliated Facilities, including, but not limited to health assessments. INSTITUTION shall require its participating Students to complete a background check in accordance with Section II.H. below and a drug screen at the INSTITUTION or Students' cost. INSTITUTION will, as permitted by law, provide the results of any positive criminal background check and/or drug screen to UF and will ensure the availability of those records for review and action by UF prior to Student's participation in Clinical Studies at UF. If the results of the criminal background check and/or drug screen are negative, INSTITUTION may complete the "Verification of Required Student Screening" form, incorporated herein and attached hereto as Exhibit A and shall submit such form to UF prior to commencement of Student's participation in Clinical Studies at UF. Notwithstanding the foregoing or any other provision in this Agreement, the parties agree that UF may require any participating Student to be drug tested for cause at the Student's cost. For purposes of this Agreement, "for cause" is defined as any of the following circumstances: when participating Student is suspected of performing or reporting to Clinical Studies with intoxicants or mind-altering substances in his/her system; or for any other reason in accordance with UF's policies and/or applicable laws, rules or regulations.

F. INSTITUTION will provide general and professional liability insurance in the amount of One Million Dollars ($1,000,000) per medical incident/Three Million Dollars ($3,000,000) total liability under the policy (aggregate of all claims), such insurance providing coverage to: (I) Students participating in activities, including Clinical Studies, which are part of and a requirement of Students' curriculum at the INSTITUTION, INSTITUTION, and its employees. At the time of the execution of this Agreement and at any renewals thereafter, INSTITUTION shall submit certificates of insurance to UF evidencing such insurance. INSTITUTION agrees to be fully responsible for its acts, and the negligent acts of its Students or employees and agrees to be liable for any damages available under law resulting from said acts.

INSTITUTION hereby indemnifies and holds harmless the University of Florida Board of Trustees, the University of Florida and the University of Florida's employees and agents from and against any and all liabilities, costs, claims, judgments, settlements, and expenses, including reasonable attorney's fees, arising out of, or in connection with, the negligent acts or omissions of or any of its employees, agents or Students. The agreement to indemnify does not alter or modify in any way the requirement that litigation defense of any party insured by the J. Hillis Miller Health Science Center Self-Insurance Program ("SIP") be directed and managed by the SIP.

G. INSTITUTION agrees to communicate with UF's Program Director and Preceptor to assess Student's progress as necessary.

H. INSTITUTION shall, at INSTITUTION or the Student's expense, have a background check conducted on each Student participating in Clinical Studies at UF or its Affiliated Facilities. The background check shall include, at a minimum, the following:

(i) Social Security Number Verification;

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

(iii) Violent Sexual Offender and Predator Registry Search;

(iv) HHS/OIG List of Excluded Individuals/Entities;

(v) System for Award Management of Parties Excluded from Federal Programs (SAM f/k/a General Service Administration Excluded Parties List);

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

(vii) Applicable State Exclusion List, if one.

I. INSTITUTION shall require and inform its Students participating in Clinical Studies pursuant to this Agreement that they are required to:

(i) Comply with the policies and procedures of UF and its Affiliated Facilities and INSTITUTION, and state, local and federal regulations and applicable professional standards, as well as all licensing requirements.

(ii) Wear the necessary and appropriate uniform while participating in Clinical Studies at UF or its Affiliated Facilities.

(iii) Maintain the confidentiality of all records and information exchanged in the course of Clinical Studies, including but not limited to, patient medical records where relevant. Students shall complete HIPAA training and sign UF's confidentiality statement and any confidentiality statement or agreement required by Affiliated Facilities.

(iv) Obtain and maintain personal health insurance and be financially responsible for any and all medical care and treatment sought during participation in Clinical Studies at UF or its Affiliated Facilities. If a Student is injured while at UF, he/she may seek emergency medical care and treatment but may be charged for the services rendered.

(v) Arrange for all room, board, and transportation requirements for Clinical Studies.

III. UF'S RESPONSIBILITIES

A. UF does not guarantee it will place or maintain placement of any Student in Clinical Studies at UF or its Affiliated Facilities., but UF shall provide orientation to accepted Students concerning the rules, policies and procedures of UF and/or its Affiliated Facilities and other related material, such as scheduling information.

B. UF will provide physical space, as available, for Students while they are on site for Clinical Studies.

C. UF will provide clinical educational experiences for the Students, while retaining ultimate responsibility for patient care, and will provide appropriate level of supervision at all times.

D. UF will designate Preceptor(s) from its personnel to act as liaison with INSTITUTION for the applicable Programs' Students.

E. UF shall inform and brief Students concerning any safety or security issues upon the commencement of Students' Clinical Studies.

F. To the extent that the State of Florida, on behalf of the Board of Trustees, has partially waived its immunity to tort claims and is vicariously responsible for the negligent acts and omissions of its employees and agents as prescribed by Section 768.28, Florida Statutes, UF and its employees are protected for a claim or judgment by any one person in a sum not exceeding Two Hundred Thousand Dollars ($200,000.00), and for total claims or judgments arising out of the same incident or occurrence in a total amount not exceeding Three Hundred Thousand Dollars ($300,000.00), such protection being provided by the University of Florida J. Hillis Miller Health Center Self-Insurance Program, a self-insurance program created pursuant to the authority of Section 1004.24, Florida Statutes. Employees and agents of UF are not individually subject to actions arising from their State functions. Any damages allocated against the Board of Trustees as prescribed by Section 768.81, Florida Statutes, are not subject to reallocation under the doctrine of joint-and-several liability to codefendants of the Board of Trustees in professional liability actions (see Section 766.112(2), of the Florida Statutes). The sole remedy available to a claimant to collect damages allocated to the Board of Trustees is as described in Section 768.28, Florida Statutes. All liability protection described in this Section is on an "occurrence" basis. The University of Florida J. Hillis Miller Health Center Self-Insurance Program provides ongoing protection with no expiration.

G. UF will provide INSTITUTION with evaluation of the performance of the Students in writing, in a manner consistent with the goals and objectives for the educational experience, as provided by the INSTITUTION program director or faculty liaison, and in a format as provided or required by the INSTITUTION.

IV. MISCELLANEOUS

A. Either party shall allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received in connection with this Agreement. Refusal by either party to allow such public access shall be grounds for unilateral cancellation of this Agreement by either party and for imposition of any remedy or penalty available under law.

B. The relationship of the parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture, or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with operations under this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party.

C. Neither UF nor INSTITUTION assumes any liabilities to each other, except as specifically stated in this contract. As to liability for damage or injuries or death to persons, or damage to property, INSTITUTION and UF do not waive any defense as a result of entering into this Agreement unless such a waiver is expressly and clearly written into a part of this Agreement. Both parties agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

D. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, representations and agreement, whether oral or written, made by and between such parties. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only in writing signed by each of the parties hereto.

E. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue for any legal proceeding concerning this Agreement shall be set in Gainesville, Alachua County, Florida.

F. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors and assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns.

G. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions shall not be affected thereby.

H. This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party.

I. Any notice to be given hereunder by either party to the other, unless otherwise provided for, must be in writing and may be effected either by personal delivery or by United States certified mail, return receipt requested, postage prepaid, to the respective liaison named below:

UF
UF Health Physicians
P.O. Box 100354
Gainesville, FL 32610-0354
Attention: Supervisor, Nurse Education

INSTITUTION
Ted. L. Roush, Superintendent
Suwannee County School District
1740 Ohio Avenue, South
Live Oak, FL 32064
3 86-64 7-4600

Mary Keen, Principal
Riveroak Technical College
415 SW Pinewood Drive
Live Oak, FL 32064
386-647-4200
mary.keen@suwannee.kl2.fl.us

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES FOR THE BENEFIT OF THE COLLEGE OF MEDICINE'S UF HEALTH PHYSICIANS

BY: _____ _____
David R. Nelson, M.D. Date
Senior VP, Health Affairs

RIVEROAK TECHNICAL COLLEGE

BY: _____ _____
Mary Keen, Principal Date

BY: _____ _____
Ted L. Roush, Superintendent of Schools Date

BY: _____ _____
Tim Alcorn, School Board Chair Date

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

EXHIBIT A

Verification of Required Student Screenings

STUDENT NAME _____
(last) (first) (middle)

PROGRAM/DEPARTMENT _____

_____ verifies that a State and Federal criminal background check and urine drug screen (12-drug) have been satisfactorily completed on the above named student.

_____
(signature) (date)

_____
Printed Name of _____Administrator

Suwannee County School District

Office of Student Services

1740 Ohio Avenue, South Live Oak, Florida 32064

Developmentally Delayed Multidisciplinary Team Report & Eligibility Determination and Staffing Form

Parent/ Legal Guardian/ Surrogate: _____ Student's Name: _____

School: _____ DOB: _____ Sex: _____ Language: _____ Race: _____ Ambulatory: ___Yes ___No

Social Development Completed: ___Yes ___No Hearing & Vision Screening Passed: ___Yes ___No Date Passed:

Evaluation Instrument: _____ Evaluation Date: _____ Meeting Date:

1. Rationale for decision:

2. Relevant behavior during observation and the relationship to the child's functioning:

3. Educationally relevant medical findings:

4. What is the team's determination concerning the effects of native language, environmental/cultural diversity, or economic disadvantage?

5. Describe briefly the basis for making the recommendation that the child is/is not Developmentally Delayed:
   Adaptive Domain

6. Sensory - Motor responses: Motor Domain

7. Patterns of language: Communication Domain

8. Patterns of cognitive: Cognitive Domain

9. Emotional or social patterns: Personal-Social Domain

10. Standardized evaluation results: BDI Total

11. Does the team recommend that the child is Developmentally Delayed & meets the requirements? ____ Yes ____ No

PLACEMENT RECOMMENDATIONS

If your child is eligible for ESE, the district proposes to place your child as indicated on the Individual Education Plan, in order to meet the child's educational needs. All of the following placement options were considered. Final recommendation is indicated by checks:

___Regular Class (80-100%)
___Resource Room (40-79%)
___Separate Class (39% or less)
___Special Day School
___Individual instruction in a home or hospital
___Other (*specify*): _____

Other Placement did not:
___Provide least restrictive environment ___Provide the appropriate program
___Other factors relevant to this proposal may include: *(specify)*

PARENT/GUARDIAN CONSENT FOR INITIAL PLACEMENT:

I understand that Parent/Guardian consent for placement is only required the first time the student is placed in an ESE Program.

_____1) I Agree to his/her placement.

_____2) I Do Not Agree to his/her placement in the ESE Program. _____

Parent/Guardian Signature & Today's Date

This report reflects the conclusions of the following team members. If this report does not reflect the conclusion of the members, a separate report must be filed by any member who is not in agreement.

_____ *Evaluation Specialist*

_____ *ESE Director/Designee*

_____ *Parent*

_____ *ESE Teacher*

_____ *Regular Education Teacher*

_____ *Other*

As a parent(s)/guardian(s), you have certain protections under the attached Safeguards of the Individuals with Disabilities Education Act. For your gifted student, you have protections under the Procedural Safeguards under rule 6A-6.03313, FAC. Further explanation of rights and copies may be obtained from the ESE Coordinator at 647-4630.

Suwannee County School District

Office of Student Services
1740 Ohio Avenue, South Live Oak, Florida 32064

Intellectual Disabilities Program Eligibility Written Summary of Group Analysis of Data & Eligibility Determination and Staffing Form

Parent/ Legal Guardian/ Surrogate: _____ Student's Name: _____

School: _____ DOB: _____ Sex: _____ Meeting Date: _____

In accordance with 6A.6.03011(5), the multidisciplinary team must document eligibility was based on analysis of data that incorporates the following information.

GENERAL: 1. Summarize student's promotion/retention history: _____

2. Summarize student's attendance history: _____

3. Summarize any Exceptional Student Education, Section 504, or English for Speakers of Other Languages (ESOL) services or supports:

_____

4. Describe any educationally relevant medical findings that may affect the student's school performance or progress:

_____

_____

_____

OBSERVATION: Date/Observer/Duration/Setting/Noted Behavior/Relationship to Academic Functioning

		Setting & Noted Behaviors:	Relationship to Academic Functioning:
Date:			
Duration:			
Observer:			

EVALUATION RESULTS:

1. Is the student's measured level of intellectual functioning more than two (2) standard deviations below the mean on an individually measured, standardized test of intellectual functioning? ☐ Yes ☐ No

2. Was the decision based on the Full Scale Intelligence Quotient (FSIQ) score? *(WISC-V IQ Evaluation)* ☐ Yes ☐ No

3. Was there more than one cognitive instrument used to measure intellectual functioning? ☐ Yes ☐ No

4. Is the student's level of adaptive functioning more than two (2) standard deviations below the mean on the adaptive behavior composite or on two (2) out of three (3) domains on a standardized test of adaptive behavior? ☐ Yes ☐ No
   Note: The adaptive behavior measure must include parental or guardian input.
   Check the applicable boxes below to indicate the individuals that were administered the standardized measure of adaptive behavior:
   ☐ Parent 1____*(score)* ☐ Parent 2____*(score)* ☐ Teacher 1____*(score)* ☐ Teacher 2____*(score)* ☐ Other ____*(score)*

5. Is the student's level of academic or pre-academic performance on a standardized test consistent with the performance expected of a student of comparable intellectual functioning? ☐ Yes ☐ No

6. Does the social/developmental history identify the developmental, familial, medical/health, and environmental factors impacting student functioning and document the student's functional skills outside of the school environment? ☐ Yes ☐ No

EXCLUSIONARY FACTORS: Is the student's poor achievement primarily the result of one or more of the following factors? In the box, state the evidence or basis of the team's analysis.

Yes	No	*If the factor applies to the student, describe the effect on the student's achievement level.*
☐	☐	Visual, Hearing, Or Motor Disability
☐	☐	Emotional / Behavioral Disability
☐	☐	Cultural Factors
☐	☐	Environmental Of Economic Disadvantage
☐	☐	Irregular Pattern Of Attendance Or High Mobility Rate
☐	☐	Classroom Behavior
☐	☐	Limited English Proficiency
☐	☐	Lack Of Appropriate Instruction In Reading
☐	☐	Lack Of Appropriate Instruction In Mathematics

Continued Intellectual Disabilities Program Eligibility Written Summary of Group Analysis of Data & Eligibility Determination and Staffing Form

Student's Name: _____ **DOB:** _____ **Meeting Date:** _____

ELIGIBILITY DETERMINATION:

Does the student need specially designed instruction *(i.e., adapting the content, methodology, or delivery of instruction)* to address his or her unique needs resulting from the disability and to ensure access to the general curriculum, so that he or she can meet the educational standards that apply to all students? ☐ Yes ☐ No

Based upon the evaluation report(s) provided with this summary and input from team members, and in accordance with Rule 6A-6.0331(6), F.A.C., the team has determined:

The student is **eligible** for ESE services as a student with an intellectual disability. ☐ Yes ☐ No

The student is **not eligible** for ESE services as a student with an intellectual disability. ☐ Yes ☐ No

The determination has been made in accordance with subsection 6A.6.0331.FAC: ☐ Yes ☐ No

ONGOING PROBLEM SOLVING

The four-step problem-solving process is systematically applied before, during, and after a determination of eligibility. Struggling students who are not eligible for ESE services will continue to require evidence-based instruction and intervention with frequent progress monitoring. Similarly, students eligible for ESE services who are receiving specially designed instructional and/or behavioral supports require frequent progress monitoring to ensure the effectiveness of those supports. Describe the next steps in the problem-solving process to ensure the student's needs are met.

PLACEMENT RECOMMENDATIONS

If your child is eligible for ESE, the district proposes to place your child as indicated on the Individual Education Plan, in order to meet the child's educational needs. All of the following placement options were considered. Final recommendation is indicated by checks:

___ Regular Class (80-100%)
___ Resource Room (40-79%)
___ Separate Class (39% or less)
___ Special Day School
___ Individual instruction in a home or hospital
___ Other *(specify)*: _____

Other Placement did not:

___ Provide least restrictive environment
___ Provide the appropriate program
___ Other factors relevant to this proposal may include: *(specify)*

PARENT/GUARDIAN CONSENT FOR INITIAL PLACEMENT:

I understand that Parent/Guardian Consent for placement is only required the first time the student is placed in an ESE Program.

_____ **1) I Agree** to his/her placement.

_____ **2) I Do Not Agree** to his/her placement in the Exceptional Student Education Program.

_____
Parent/Guardian Signature & Today's Date

The School Eligibility Staffing committee, which reviewed educational information about the student, met on _____ to consider educational services to meet your child's needs. This was the purpose of the meeting, and this notice explains why the committee proposes or refuses to take the actions listed. This report reflects the conclusions of the following team members. If this report does not reflect the conclusion of the members, a separate report must be filed by any member who is not in agreement.

_____ *Evaluation Specialist*	_____ *ESE Director/Designee*	_____ *Parent*
_____ *ESE Teacher*	_____ *Regular Education Teacher*	_____ *Parent*
_____ *Other*	_____ *Other*	_____ *Other*

As a parent(s)/guardian(s), you have certain protections under the attached Safeguards of the Individuals with Disabilities Education Act. For your gifted student, you have protections under the Procedural Safeguards under rule 6A-6.03313, FAC. Further explanation of rights and copies may be obtained from the ESE Coordinator at 647-4630.

Suwannee County School District

Office of Student Services
1740 Ohio Avenue, South Live Oak, Florida 32064

Specific Learning Disability Eligibility Written Summary of Group Analysis of Data & Eligibility Determination and Staffing Form

Parent/ Legal Guardian/ Surrogate: _____ Student's Name: _____

School:_____DOB: _____ Sex:_____ Meeting Date: _____

Specific documentation of the eligibility determination for Specific Learning Disability is required in accordance with Rules 6A-6.03018 and 6A-6.030121, F.A.C. This criterion is met by completing this written summary of the group's analysis and attaching the applicable supporting documentation.

GENERAL: 1. Summarize student's promotion/retention history: _____

2. Summarize student's attendance history: _____

3. Summarize Exceptional Student Education, Section 504, or English for Speakers of Other Languages (ESOL) services or supports: *(if applicable)*

_____

_____

4. Describe any educationally relevant medical findings that may affect the student's school performance or progress. *(if applicable)*

_____

_____

5. Describe how the student's parents were notified about: *the state's policies regarding the amount and nature of student performance and/or functioning data that would be collected and the educational resources and services that would be provided; interventions for increasing the student's rate of progress; and their right to request an evaluation.*

_____

_____

_____

OBSERVATIONS: Briefly summarize the observation(s) conducted as part of this evaluation. Supporting documentation should be included in the evaluation packet (e.g., observation form or report). When SLD is suspected, at least one observation in the student's classroom or typical learning environment must be conducted. The observation must document the relationship between the student's classroom behavior and academic performance.

		Setting & Noted Behaviors:	Relationship to Academic Functioning:
Date:			
Duration:			
Observer:			

		Setting & Noted Behaviors:	Relationship to Academic Functioning:
Date:			
Duration:			
Observer:			

INSTRUCTION/INTERVENTION(S): Briefly summarize interventions implemented as part of this evaluation. Include as part of the evaluation packet documentation of the student-centered data collected to assess the student's response to instruction/intervention. Parents must be provided a copy of the documentation, and a physical or electronic copy should be maintained in the student's education file as part of this eligibility decision. **Existing Instruction/Intervention(s)**

Start Date & End Date/Ongoing	Result	Frequency/Duration & Target area(s)	Progress Monitoring Type of data collected	Instruction/ Intervention	Evidence of Fidelity & Support Provided to Implementer:
Tier I Core/Universal Implemented By: _____					
Tier 2 Targeted/Supplemental Implemented By: _____					
Tier 3 Individualized/Intensive Implemented By: _____					

Continued Specific Learning Disability Eligibility Written Summary of Group Analysis of Data & Eligibility Determination and Staffing Form

Student's Name: _____ **DOB:** _____ **Meeting Date:** _____

PERFORMANCE DISCREPANCY: Eligibility Criterion 1: When provided learning experiences for chronological age or grade-level standards, the student achieves inadequately for the student's age or does not meet grade-level standards in one or more of the areas listed below when compared to multiple groups, which include the peer subgroup, classroom, school, district, state, and national level comparison groups. *See attached report for graphs of the student's performance and documentation in the evaluation packet.*

Does the student achieve inadequately for the student's age or not meet grade-level standards in one or more of the following areas when compared to multiple comparison groups? *Refer to Educational Report for graph comparisons.*

☐ **YES,** the student's performance in the following area(s) is significantly discrepant for chronological age or the grade level in which the student is enrolled. Check all that apply - At least one is required.

☐ Reading comprehension ☐ Oral expression ☐ Basic reading skills ☐ Mathematics calculation
☐ Written expression ☐ Listening comprehension ☐ Reading fluency skills ☐ Mathematics problem solving

☐ **NO,** the student's performance is not significantly discrepant for the chronological age or grade level in which the student is enrolled.

RATE OF PROGRESS: Eligibility Criterion 2: When provided with well-delivered scientific research-based general education instruction and interventions of reasonable intensity and duration with evidence of implementation fidelity, the student's rate of progress is insufficient or requires sustained and substantial effort to close the achievement gap with typical peers or academic expectations for the chronological age or grade level in which the student is enrolled. How unique is the student's rate of progress when compared to multiple groups? Summarize intervention intensity, expected rate of progress, and actual rate of progress. ***See attached Educational Report for the student's rate of progress.***

Does the student meet one of the following conditions? *Required*

☐ **Yes** ☐ **No** The student's **rate of progress is insufficient to close the achievement gap** with typical peers or meet academic expectations for chronological age or the grade level in which the student is enrolled?

☐ **Yes** ☐ **No Intensive interventions are demonstrated to result in adequate rate of progress but require sustained and substantial effort** that may include the provision of specially designed instruction and related services to close the achievement gap with typical peers or meet academic expectations for chronological age or the grade level in which the student is currently enrolled.

EXCLUSIONARY FACTORS: Eligibility Criterion 3: A student cannot be found eligible for ESE services under SLD if the student's discrepant performance or insufficient rate of progress is primarily the result of one of the applicable factors listed below. Are the findings primarily the result of one or more of the following factors? For each box of the following, indicate whether it is the **primary factor** responsible for the student's poor performance.

Yes	No	*In the text box, state the evidence or basis of the team's analysis. If the factor applies to the student, describe the effect on the student's achievement level.*
☐	☐	Cultural Factors _____
☐	☐	Limited English Proficiency _____
☐	☐	Irregular Pattern Of Attendance Or High Mobility Rate _____
☐	☐	Lack Of Appropriate Instruction In Reading _____
☐	☐	Lack Of Appropriate Instruction In Mathematics _____
☐	☐	Visual, Hearing Or Motor Disability _____
☐	☐	Intellectual Disability _____
☐	☐	Emotional / Behavioral Disability _____
☐	☐	Environmental Of Economic Disadvantage _____
☐	☐	Classroom Behavior _____

NEED FOR ESE SERVICES: Eligibility Criterion 4: To be eligible for ESE services under the Individuals with Disabilities Education Act (IDEA), a student who has a disability must also need special education and related services, as evidenced by the need for interventions that differ significantly in intensity and duration from what can be provided solely through general education resources to make or maintain sufficient progress.

Does the student need special education services to make or maintain sufficient progress?

☐ **Yes,** the student continues to need interventions that differ significantly in intensity and duration from what can be provided solely through general education resources to sustain the expected level of performance and adequate rate of progress. Describe the educational supports and services the student needs. **EXPLAIN:**

☐ **No,** the student does not need interventions that differ significantly in intensity and duration from what can be provided solely through general education resources to sustain the expected level of performance and adequate rate of progress.

Continued Specific Learning Disability Eligibility Written Summary of Group Analysis of Data & Eligibility Determination and Staffing Form

Student's Name: _____ **DOB:** _____ **Meeting Date:** _____

ELIGIBILITY DETERMINATION: If the responses to Performance Discrepancy, Rate of Progress, and Need for ESE Services are **Yes** and none of the Exclusionary Factors are the primary reason for the determination, the student may be eligible for ESE as a student with a disability.

Based on the data provided with this document and in accordance with subsection 6A-6.0331(6), F.A.C., the team has determined:

▼

If applicable - Agreed Date:

Program/s for which the student is eligible:

ONGOING PROBLEM SOLVING: The four-step problem solving process is systematically applied before, during, and after a determination of eligiblity. Struggling students who are not eligible for ESE services will continue to require evidence-based instruction and intervention with frequent progress monitoring. Similarly, students eligible for ESE services who are receiving specially designed instructional and/or behavioral supports require frequent progress monitoring to ensure the effectiveness of those supports.

Describe the next steps in the problem-solving process to ensure the student's needs are met. (Classroom interventions, ESE supports, etc).

ELIGIBILITY REVIEW

Eligibility is based on ESE Director/Designee review of evaluation data and the staffing committee's recommendations. Please write comments below.

PLACEMENT RECOMMENDATIONS

If your child is eligible for ESE, the district proposes to place your child as indicated on the Individual Education Plan, in order to meet the child's educational needs. All of the following placement options were considered. Final recommendation is indicated by checks:

___ Regular Class (80-100%)
___ Resource Room (40-79%)
___ Separate Class (39% or less)
___ Special Day School
___ Individual instruction in a home or hospital
___ Other (*specify*): _____

Other Placement did not:
___ Provide least restrictive environment ___ Provide the appropriate program
___ Other factors relevant to this proposal may include: *(specify)*

PARENT/GUARDIAN CONSENT FOR INITIAL PLACEMENT:

Consent for placement is required for the first time the student is placed in an ESE Program. We undersigned parent(s)/guardian(s) of above named student.

I understand that Parent/Guardian consent is required only before initial placement.

_____ **1) Agree** to his/her placement.

_____ **2) Do Not Agree** to his/her placement in the ESE Program.

_____
Parent/Guardian Signature & Today's Date

_____ *Evaluation Specialist*	_____ *ESE Director/Designee*	_____ *Parent*
_____ *ESE Teacher*	_____ *Regular ED Teacher*	_____ *Parent*
_____ *Other*	_____ *Other*	_____ *Other*

As a parent(s)/guardian(s), you have certain protections under the attached Safeguards of the Individuals with Disabilities Education Act. For your gifted student, you have protections under the Procedural Safeguards under rule 6A-6.03313, FAC. Further explanation of rights and copies may be obtained from the ESE Coordinator at 647-4630.

SUWANNEE COUNTY SCHOOL DISTRICT
ANNUAL REQUEST FOR OUT-OF-COUNTY ATTENDANCE

PARENT NAME _____

ADDRESS _____

_____ PHONE _____

I, _____, am the parent and/or legal guardian of the below listed student(s). I am a resident of _____ County. I am requesting my child/children be released from _____ County to attend school in _____ County for the _____ - _____ school year.

Name of Last School Attended: _____

City: _____ State: _____ Phone Number: _____

I am requesting this transfer for the following reason(s): _____

_____

_____

Transfer reasons might include: (1) Different curriculum opportunities (2) Sibling placement in the same school (3) Transportation advantages (4) Parent employment (5) Day-care provisions (6) Other

NO REQUEST will be considered for athletic reasons as this may result in student ineligibility and school sanctions by FHSAA.

Name	Date of Birth	Grade	School

I authorize placement of student(s) name and requested transfer or change in enrollment status on the Suwannee County School Board agenda for appropriate action.

_____ _____
Signature of Parent of Guardian Date

TENTATIVELY APPROVED BY:

_____ _____
Director of School Choice Date

If denied, you may appeal describing the severe hardship situation by attaching a written response to the denial notice, following the review, you will be contacted.

7200-006
Approved 6/24/08
Revised xx/xx/xxxx

Please Mail To: Suwannee County School District
1740 Ohio Avenue, South
Live Oak, FL 32064
Phone: 386-647-4600
SCSB Fax: 386-364-2635

CITIZEN INPUT

Procedures for Addressing the Suwannee County School Board

We're glad you took this opportunity to attend a meeting of the Suwannee County School Board. We welcome your input. Citizen involvement is crucial to the success of our public school system. All of us must work together for the benefit of our children.

If you wish to address the Board, there is an opportunity to do so before the regular business meeting begins. It is listed on the agenda under "Citizen Input." **Speakers are asked to complete the Citizen Input Form prior to addressing the Board**. Each speaker may be asked to voluntarily state his or her name and address for the record. Speakers are to keep their comments to two (2) minutes. The "Citizen Input" forum provides citizens the opportunity to share information with the Board regarding items that are on the meeting agenda. In keeping with Florida's Sunshine Law, the Board can take official action **only** on those items legally noticed and listed for Board action on the meeting agenda.

The Board meeting is not the appropriate forum for presenting complaints or charges against individual employees of the school system. Any charges of a serious nature against any individual should be submitted in writing to the Superintendent.

The School Board encourages you to work directly with teachers and/or educational leaders whenever possible. If you still have concerns following a conference with appropriate personnel, you may contact the Superintendent's Office at (386) 647-4600, and you will be directed to the district staff member best able to address your concerns or given the opportunity to discuss your concerns with the Superintendent.

(FORM TO BE COMPLETED ON BACK)

SCSB # 7200-089
Adopted 12/19/06
Revised 11/22/11, 11/19/2013, 11/14/2017, xx/xx/2021

SUWANNEE COUNTY SCHOOL BOARD
CITIZEN INPUT FORM

School Board Meetings

The public is invited and encouraged to attend School Board meetings. Meetings are held at 6:00 p.m. on the fourth Tuesday of each month, unless otherwise approved and properly posted. Meetings are normally held in the School Board Meeting Room of the District Office, 1740 Ohio Avenue, South, Live Oak, Florida. Special meetings are scheduled as needed.

If you wish to speak to the Board

If you wish to speak about a subject that is on the agenda, complete the form below, list the subject, along with the Agenda Item Number, and submit this form to the Secretary to the Superintendent/School Board **prior to** the beginning of the meeting. You will be called on by the Chairperson at the appropriate time. **Presentations are limited to two (2) minutes.**

DATE _____

I WISH TO ADDRESS THE SCHOOL BOARD REGARDING:

____ Agenda Item # _____ concerning: _____

_____

_____

_____

REPRESENTING: _____

NAME: _____

ADDRESS: _____

_____

PHONE: _____ (Home) _____ (Work) _____ (Cell)

SCSB # 7200-089 Rec'd: (Date) _____ (Time) _____ (Order) _____
Adopted 12/19/06 Action/History:
Revised 11/22/11, 11/19/2013, 11/14/2017, xx/xx/2021

SUWANNEE COUNTY SCHOOL DISTRICT
ANNUAL REQUEST FOR ATTENDANCE ZONE REASSIGNMENT

PARENT NAME _____

ADDRESS _____

_____ PHONE _____

I, _____, am the parent and/or legal guardian of the below listed student(s). I am a resident of _____ County. I am requesting my child/children be reassigned from _____ School to attend school at _____ School for the _____ - _____school year.

Name of Last School Attended: _____

City: _____ State: _____Phone Number: _____

I understand and agree that if my child/children are approved to attend _____ School that I must provide transportation to school or the point of pickup by the Branford/Live Oak School bus (providing space is available on this bus).

I am requesting this transfer for the following reason(s): _____

_____

_____

Transfer reasons might include: (1) Different curriculum opportunities (2) Sibling placement in the same school (3) Transportation advantages (4) Parent employment (5) Day-care provisions (6) Other

NO REQUEST will be considered for athletic reasons as this may result in student ineligibility and school sanctions by FHSAA.

Name	Date of Birth	Grade	School

I authorize placement of student(s) name and requested transfer or change in enrollment status on the Suwannee County School Board agenda for appropriate action.

_____

Signature of Parent of Guardian Date

TENTATIVELY APPROVED BY:

_____

Direetor of School Choice Date

If denied, you may appeal describing the severe hardship situation by attaching a written response to the denial notice, following the review you will be contacted.

7200-102
Approved 6/24/08,
Revised xx/xx/xxxx

Please Mail To: Suwannee County School District
1740 Ohio Avenue, South
Live Oak, FL 32064
Phone: 386-647-4600
Fax: 386-364-2635