SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
June 22, 2021

AGENDA

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag by RIVEROAK Technical College

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.)

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. 12-47)**

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

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

3. The Superintendent presents 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. The Superintendent recommends 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. The Superintendent recommends approval for disposal of property as per the attached Property Disposition Form dated June 22, 2021. **(pg. 48)**

6. 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.)

#2022-06	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. The Superintendent recommends 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. The Superintendent recommends approval of the following student transfers for the 2020-2021 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
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)**

REGULAR AGENDA

1. 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.)

#2022-11	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)**

2. The Superintendent recommends approval to continue expenditures until approval of the final budget for the 2021-2022 fiscal year.

3. The Superintendent recommends 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

4. The Superintendent recommends 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)**

5. Legal Counsel's Report

6. Superintendent's Report

7. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
May 11, 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 Norman Crawford, Ed daSilva, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush (arrived at 9:05 a.m.), Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. Chairman Tim Alcorn and School Board Attorney Leonard Dietzen were absent.

Administrators and others present: Walter Boatright (arrived at 9:27 a.m.), Marsha Brown, Ethan Butts, Lisa Dorris, Janene Fitzpatrick, Ronnie Gray (arrived at 10:06 a.m.), Angel Hill, Malcolm Hines (arrived at 10:06 a.m.), Michele Howard (arrived at 10:45 a.m.), Terry Huddleston, Mary Keen, Dee Dee McManaway, Robinette Odom, Keith Stavig, Angie Stuckey (arrived at 10:06 a.m.), Marsha Tedder, Kim Thomas, Julie Ulmer (arrived at 9:02 a.m.), Jimmy Wilkerson (arrived at 10:11 a.m.), Josh Williams, and Kelli Williams.

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

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

Mrs. Fitzpatrick provided updates on the following:

- Florida Sheriffs Youth Ranch (FSYR)
  - Going through process to become a private school. The next step is for DOE to do an inspection of FSYR when their contract is up with our District; which they have asked to end the contract on June 15, 2021, instead of June 30, 2021. Mrs. Fitzpatrick stated Mr. Dietzen will develop a contract for this, which will be brought to the Board for approval. If for some reason FSYR does not receive approval to become a private school, they have asked for something in writing to fall back on that would allow them to come back under our District. Mr. Roush noted that if FSYR comes back under the District, a "new" contract would be developed.

- Early Childhood Education (ECE) PowerPoint Presentation
  - Shared plan to revitalize the ECE Program and improve outcomes for all students
  - Address questions/concerns from the April 27, 2021, Regular Board Meeting, via Citizen Input
    - There was never a proposal that the entire program would be shut down as stated by several individuals that spoke during the citizen input portion of the April 27, 2021, Regular Board Meeting; felt there was a lot of miscommunication throughout our District and our community.
- Any additional questions/concerns
  - Mr. daSilva asked for input from Mary Keen, Julie Ulmer, and Kim Thomas. Discussion followed regarding the proposed changes to the ECE Program. Mr. Roush stated that Board approval is not required for this program change. He stated that over the last five years we have tried to make things better (i.e., school configuration, school safety, health insurance); he asked the Board to trust him to make the end goal better for our children and adults. Mrs. Fitzpatrick stated there would be no increase to the general fund; any cost would be paid through ESSER funds, which would result in a cost savings to the general fund. Additional information/details will be continually brought to the Board for their information.

Chief Financial Officer Department..... Vickie DePratter
Update **(pgs. 2-7)**

Mrs. DePratter provided updates on the following:

- Two new job descriptions: #187 – Operator, Risk Management; and #188 – Employee Benefits Specialist I
- Provided an overview on the handout regarding the MDLIVE Program Utilization Report for March 2021
- Received first award notification of ESSER II dollars

Assistant Superintendent of .....Malcolm Hines
Administration Department Update

Mr. Hines provided updates on the following:

- Alyssa's Law, which becomes law on August 1, 2021, provides funding for panic buttons to be installed on electronic devices throughout the District; funding will be available for three years; looking at various funding avenues after the three years and beyond.
- Who We Play For – Dates of June 8, 2021, for BHS; and June 9, 2021, for SHS, have been scheduled for screening of student athletes (starting with football); Michele Howard will receive the results and provide them to the parents of these students.

Facilities Department Update.....Ethan Butts

- Mr. Butts distributed and reviewed a handout regarding cost increase of custodial supplies on the current bid.
- Mr. daSilva asked for an update on the roofing project for the BHS Ag Building. Mr. Butts responded that the project is complete.

Superintendent Update ..... Ted Roush

Mr. Roush provided updates on the following:
- EOY Activities and Graduations
- Need for an Executive Session following the Special Meeting today. Mr. Taylor proposed to take a lunch break after the Special Meeting, then come back for the Executive Session.

The workshop adjourned at 11:43 a.m.

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
May 11, 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 Norman Crawford, Ed daSilva, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. Chairman Tim Alcorn and School Board Attorney Leonard Dietzen were absent.

Vice Chairman Taylor called the meeting to order at 11:49 a.m.

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

1. MOTION by Mr. Crawford, second by Mr. daSilva, for approval to accept the following donated item:

Site	Item	Donor
SMS (Football Boosters; Internal Account)	Cash Donation ($800)	Elite Outdoor Buildings LLC

MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. daSilva, second by Mr. White, for approval of the Human Resources Transactions. **(pgs. 2-3)** MOTION CARRIED UNANIMOUSLY

RECOMMENDATIONS FOR THE 2020-2021 SCHOOL YEAR:

RETIREMENT: ADMINISTRATIVE:

Branford High School:
Angela Wood, Assistant Principal, effective May 6, 2021

RESIGNATION: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford Elementary School:
Michelle Bozeman, Paraprofessional, effective May 6, 2021

End of List
2020-2021
School Year

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

   a. Four (4) additional day laborers to work on summer projects under the direction of the Director of Facilities. (*Note: These are in addition to the fourteen (14) day laborers previously approved on the March 23, 2021, Regular Board Agenda.*)

   MOTION CARRIED UNANIMOUSLY

4. MOTION by Mr. daSilva, second by Mr. Crawford, for approval of the annual Florida Department of Education, Office of Educational Facilities, Florida Inventory of School Houses (FISH) Certification of Facilities Data for 2020-2021. MOTION CARRIED UNANIMOUSLY

The meeting adjourned at 11:57 a.m.

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
May 25, 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 Norman Crawford, Ed daSilva, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. School Board Member Tim Alcorn was absent.

School Resource Officer Jacob Williamson and Student Ambassador Morgan Larney were also present. Student Ambassador Isaac Mincks was absent.

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

Student remarks and pledge to the flag by Suwannee High School Drama Club Student Organization

Special Recognition by the Superintendent

- Suwannee High School
  - Boys Weightlifting – Individual State Champion for Class 2A (183 pound Weight Class)
  - NJROTC – Received Distinguished Unit Award
  - NJROTC – Orienteering Team – Individual State Champion
  - NJROTC – Orienteering Team – State Participants

- 2020-2021 Retiree Recognition (*Instructional*)

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. daSilva, second by Mr. Crawford, for approval of the Consent Agenda, along with the following changes to Item #10:

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- Under Recommendations: Non-Instructional/School Related: Suwannee Pineview Elementary, effective date for Sasharine Richardson, Head Custodian, should be May 28, 2021, and not May 11, 2021

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- Under Suwannee Pineview Elementary-Innovation, insert the name of Chelsea Burgess after Livesay Boggus
- Under Suwannee Riverside Elementary-Arts, delete the name of Chelsea Burgess

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- Under Branford High School, change the title of Brenda Raulerson from Paraprofessional ESE to Custodian; also change length of contract from 9 months to 12 months

Page 180

- Under Food Service, delete the name of Dana Prince

Mr. White pulled the following item for discussion purposes:
Item #10 – Human Resources Transactions

- Page 167: Under Summer Term 2020-2021: Recommendations: Instructional, Additional hours for Keith Stavig, Kelli Williams, and James Wilson. Mrs. Fitzpatrick responded.
- Mr. Crawford questioned if the HR Transactions included all personnel for the upcoming school year. Mr. Roush and Mr. Boatright responded.
- Page 166: Under Student Worker, Mr. daSilva questioned the student worker for RIVEROAK Technical College, Medical Administrative Specialist Program. Ms. Keen responded.

Mr. Taylor pulled the following item for discussion purposes:
Item #7 – Contract Renewals

- Questions on Contract #2022-03 and Contract #2022-04. Mrs. Fitzpatrick responded.

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. 7-26)**

April 13, 2021	- Workshop Session
	- Special Meeting
April 27, 2021	- Expulsion Issues Hearing with Hearing Officer (Private)
	- Public Hearing
	- Regular Meeting

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

3. The following bills for the period April 1-30, 2021:

General Checking Account	
General Fund 1000	$ 614,586.43
LCIF Fund 3200	85,186.90
Other Capital Projects Fund 3910	3,445.75
Food Service Fund 4100	148,289.06
Federal Fund 4200	80,692.48
Elem & Sec School Emerg Relief Fund 4410	320,504.50
Other Cares Act Relief Fund 4420	176,514.15
	$ 1,429,219.27
Payroll Checking Account	
General Fund 1000	$ 3,122,452.39
Food Service Fund 4100	146,874.20
Federal Fund 4200	344,303.24
Elem & Sec School Emerg Relief Fund 4410	13,833.97
Other Cares Act Relief Fund 4420	3,908.58
	$ 3,631,372.38
Total	$ 5,060,591.65

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

General	LCIF	Special Revenues
I-10	III-9	IV-3 (ESSER)
		IV-10 (Federal)
		IV-9 (Food Service)
		IV-4 (Other CARES)

5. Approval for disposal of property as per the attached Property Disposition Form dated May 25, 2021. **(pg. 27)**

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

#2021-92	Career Pathways Articulation Agreement between District School Board of Hamilton County and Suwannee County School Board, through RIVEROAK Technical College, for Nursing Assistant/Program of Study: Patient Care Technician and Practical Nursing; Culinary Arts/Program of Study: Commercial Foods and Culinary Arts; Digital Design/Program of Study: Administrative Office Specialist, Digital Design, and Medical Administrative Specialist; and Digital Information Technology/Program of Study: Administrative Office Specialist, Digital Design, and Medical Administrative Specialist (*Renewal*) **(pgs. 28-34)**
#2021-93	Florida Virtual School (FLVS) Amendment 1 to the FLVS Franchise Agreement for State of Florida School District with Suwannee County School Board (Note: This is an amendment to Contract #2021-62, which was previously Board approved on July 28, 2020.) (*Renewal/Revised*) **(pgs. 35-76)**

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

#2022-03	Virtual Learning Lab Agreement between Florida Virtual School and Suwannee County School Board for all students within the Virtual Learning Lab (*Renewal/Revised*) **(pgs. 77-119)**
#2022-04	Blended Learning Community Agreement between Florida Virtual School and Suwannee County School Board for all students within the Blended Learning Community (*Renewal/Revised*) **(pgs. 120-161)**

8. Approval of the following student teacher interns:

Name	University	Site	Cooperating Teacher	Semester
Kelly Roberts	Liberty University	SRE	Karen Patten	Spring 2021
Marisley Leal	University of FL	RTC	Julie Ulmer	Fall 2021

9. 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
Isabella	Cadle	Suwannee	Columbia	9
William "Cayson"	Davis	Suwannee	Columbia	7
Allura C.	Ellis	Suwannee	Madison	9
Emma	Hayes	Suwannee	Columbia	K
James "Zate"	Leitch-Absher	Suwannee	Lafayette	K

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Timothy	Ray	BES	Live Oak	K

10. Human Resources Transactions **(pgs. 162-185)**

RECOMMENDATIONS FOR THE 2020-2021 SCHOOL YEAR:

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

Suwannee Riverside Elementary:
Robbin Chapman, Teacher, effective July 29, 2021 *(Amended from the July 28, 2020 Agenda)*

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

Branford High School:
Courtney Renee Jernigan, Teacher, effective July 1, 2021

Suwannee High School:
Holly Gamble, Teacher, effective May 18, 2021

Malcolm Pollock, Teacher, effective June 1, 2021

RECOMMENDATIONS: INSTRUCTIONAL:

Suwannee High School:
Rebecca Futch, Teacher, Non-Certificated, effective August 3, 2021
REPLACES: Holly Gamble

Suwannee Middle School:
Joseph Gaddy, Teacher, effective May 3, 2021
REPLACES: Lynda Owens

Nicole Jackson, Guidance Counselor 11 months, effective July 26, 2021
REPLACES: Laura Kaitlyn Boatright

TRANSFERS/REASSIGNMENTS:

NAME	FROM: SITE/POSITION	TO: SITE/POSITION	EFFECTIVE	REPLACES
Emily Blackmon	Suwannee Riverside Elem. Teacher	Branford Elementary Teacher	August 3, 2021	James Kite
Marcia Boatright	Branford High School Teacher	Suw. Riverside Elem Media Specialis	August 3, 2021	Lawanna Zimmerman
Karen Braun	Suwannee High School Security Guard	Suw. High School Teacher	August 3, 2021	James Sellers
Mary Kinard	Suw. Springcrest Elem. Teacher	Suw. Middle School Teacher	August 3, 2021	Elizabeth Mitchell
Kevin Lewis	Suwannee Middle School Teacher	Suwannee High School Teacher	August 3, 2021	Kate Bromley

MENTOR	MENTEE	SCHOOL
William McClendon	Colleen Heeney	Branford High School
Angela Hicks	Kayla Williamson	Suwannee Middle School
*Angela Hester	Jasmine Marrero	Suwannee Middle School

**Amended from the March 23, 2021 agenda*

SUPPLEMENTARY:

Employee Name	Position	Location
Tony Bates	Assistant Softball Coach Middle School	Branford High School
Timothy Smith	Head Junior Varsity Softball Coach	Suwannee High School
Benjamin Thomas	Head Boys' Tennis Coach	Suwannee High School
Christopher Tomlinson	Assistant Varsity Baseball Coach	Branford High School
Abby Warren	Planning Period Supplement (1st Semester Only)	Branford High School

RETIREMENTS: NON-INSTRUCTIONAL/SCHOOL RELATED: (*Presented for information purposes only*)

Suwannee Middle School:
Goldie Fralick, Nurse, effective July 29, 2021 (*Amended from the February 23, 2021 Agenda)*

Suwannee Springcrest Elementary:
Clifford Shearer, Custodian, effective April 27, 2021 *(Amended from the April 27, 2021 Agenda*)

RESIGNATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED: (*Presented for information purposes only*)

Branford Elementary School:
Chelsea Jones, Custodian, (Temporary, COVID-19 Sanitizer) effective April 15, 2021

Suwannee High School:
Liana Godbold, Paraprofessional, effective May 28, 2021

Suwannee Riverside Elementary:
Stacy Ray, Custodian, effective May 4, 2021

Transportation:
Kathy Laschanzky, Bus Driver, effective April 16, 2021

Amber Mathis, Bus Driver, effective April 16, 2021

Ashley Wildman, Bus Driver, effective May 5, 2021

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Suwannee High School:
Carla Blalock, Secretary, effective June 21, 2021
REPLACES: Kathy Aukerman

Suwannee Pineview Elementary:
Sasharine Richardson, Head Custodian, effective May 28, 2021
REPLACES: Vernita Reed

Suwannee Riverside Elementary:
Mariah Shearer, 6 Hour Food Service, effective May 3, 2021
REPLACES: Brenda Cooks

Suwannee Springcrest Elementary:
Shawn Reed, Custodian, effective May 14, 2021
REPLACES: Clifford Shearer

TRANSFERS/REASSIGNMENTS:

NAME	FROM: SITE/POSITION	TO: SITE/POSITION	EFFECTIVE	REPLACES
Kelly McManaway	Suwannee Riverside Elem. Paraprofessional	Suwannee High School Paraprofessional	August 3, 2021	Jan Schenck

LEAVE OF ABSENCE (FAMILY MEDICAL LEAVE):

Transportation:
Scott Koehn, Mechanic, effective February 15, 2021 through May 13, 2021.
(With the option to return sooner if released by her doctor)

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

Suwannee Springcrest Elementary:
Clifford Shearer, Custodian, March 1, 2021 (3 hours), March 5, 2021 (1 hour), March 15, 2021 (3 hours), March 25, 2021 (2 hours), and April 26, 2021 (8 hours) for a total of 17 hours

LEAVE OF ABSENCE (MEDICAL):

Suwannee Riverside Elementary:
Jody Ellison, Custodian, effective May 13, 2021 through June 18, 2021
(Extended from the March agenda)

Transportation:
Kiara Janosh, Bus Driver, effective March 15, 2021 through May 14, 2021

MISCELLANEOUS:

Approval for the following to work additional hours for Pre-K Extended Day Program:

Jennifer Stevens Emilee Cannon Taelyn Smith

STUDENT WORKER:

The following to serve as a Student Worker at RIVEROAK Technical College – Medical Administrative Specialist:

Rebecca Phillips

SUBSTITUTES:

The following to serve as Substitute Bus Drivers:

Sharna Blanco Kelly Bradow Michael Gamble

VOLUNTEERS:

Amanda Allen
Jennifer Allender
Bruce Arnold
Jedidiah Seth Arnold
Samuel Arnold
Ashley Ballou
Elizabeth Barnes
Lauren Barnett
Kristina Barrera
Donna Boatright
Jerica Bower
Terry Brannon
Patricia Brantley
Delilah Bray
Lindsey Bricker
Crystal Brown
Cason Burnett
Sylvia A Burnham
Sylvia J Burnham
Teresa Burt
Debra Byrd
Erica Daies
Crystal Davenport
Sara Davis
Michelle Dempsey
Bradley Dicks
Lynsee Dicks
Dana Dryden
Heather Duncan
Catherine Dunmoyer
Elizabeth Durrance
Maggie Evans
Brittney Gabey
Courtnie Gardner
Kenneth Golding
Ciera Grisson
Hailey Hall
Christa Harris
Tiffany Harris
Debra Hatch
Raymond Hodge
Tanya Jernigan
Deborah Johns
Kristin Johnson-Toukonen
Keith Jones
Tina Jones
Jessica Kelly
Amanda Kilgore
Sean Kolovitz
Riley Mace
Syler Martin
Thomas Martin
Ivan Martinez
Kelsey McCormick
Rebekah Mercer
Jennifer Mikell
Crystal Mindedahl
Cheryl Moore
Jonathon Mosley
Konstantinos Nahabetian
Charity Nasworthy
Norma Nealon
Chelsea Novoa
Patrick Osborne
Amy Parker
Joshua Parker
Rebecca Prescott
Zulema Quiterio
Kristan Rehkop
Maybel Rios
Kimberly Rizer
Barbara Roberts
Erin Roberts
Jenni Roberts
Lisa Roberts
Cynthia Schiller
Meranda Scott
Katherine Seebach
Cheri Sexton
Kristen Shaw
Darian Simmons
Chase Smith
Helen Snider
Mary Spin
Shawnae Summerfield
Christopher Taylor
Kimberly Taylor
Sarah Thormodson
Anthony Townsend
Brenda Valdez
Yomaris Vega
Andrea Walker
Christina Ward
Kathrine Watkins
Amanda Weenick
Deborah Weenick
Shannon Whittle
Beverly Williams

End of List
2020-2021
School Year

SUMMER TERM 2020-2021:

RECOMMENDATIONS: INSTRUCTIONAL:

Approval of the following Guidance Counselors/Teacher to work up to an additional 50 hours during the months of June and July, paid by Federal Programs (Title V)

NAME	LOCATION
Brooke Cox-Knowles	Suwannee Opportunity/Virtual Schools
Leah Harrell	Branford High School
Misty Herring	Suwannee Middle School

Approval of the following Coordinators to work additional hours during the month of June, paid by Federal Programs (Title II)

NAME	HOURS
Keith Stavig	Up to 120 hours
Kelli Williams	Up to 120 hours
James Wilson	Up to 80 hours

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
Tresca Anderson	Suwannee Riverside Elementary
Tara Brock	Suwannee Springcrest Elementary
Kelly Davidson	Branford Elementary
Traci Davis	Suwannee Pineview Elementary
LaDonna Holmes	RIVEROAK Technical College
Cara Howard	Branford Elementary
Laritta Hunter	Suwannee Springcrest Elementary
Amanda Kiser	Suwannee Pineview Elementary
Brittany Lock	Suwannee Riverside Elementary
Holly Marsee	Suwannee Springcrest Elementary
Nicole Poole	Suwannee Riverside Elementary
Dora Townsend	Suwannee Pineview Elementary
Elizabeth Vann	Suwannee Riverside Elementary
Jessica Wagner	Branford Elementary
Deanna Yott	Suwannee Riverside Elementary

Approval for the following to work up to 16 additional hours, completing IEP's for newly staffed Pre-K students:

Holly Marsee

Approval for the following to work as Summer Day Laborers:

Facilities Department:

Bryan Bailey	Matthew Jenkins	Tommy Taylor
Garrison Beach	Hunter Merola	Tyree Taylor
Alan Bonds	Benjamin Monroe	Timothy Touchton
Kellen Fortner	Clay Murray	Matthew Warren
Tyrece Freeman	Mason Poole	
Ethan Harrell	Waylon Poole	
Blaine Howard	John Sinclair	

Food Service:

Approval for the following to work in Summer Food Service Program as Managers:

Katrina Johnson Janice Lee

Approval for the following to work as Food Service Workers:

Sharlie Bailey	Gloria Presley	William Yates
Diane Chavez	Uriel Ramirez	Kelly Wiggins
Wendy Jones	Mariah Shearer	

Approval for the following to work as Substitute Food Service Workers:

Daisy Couture Edith Underwood

Approval for the following to work as Food Service Monitor:

Teresa Brannan

End of Summer Term List
2020-2021
School Year

RECOMMENDATIONS FOR THE 2021-2022 SCHOOL YEAR:

CONTRACT RECOMMENDATIONS:

ANNUAL INSTRUCTIONAL CONTRACTS:

Branford Elementary School:

Emily Blackmon	10
Lyndsey Browning	10
Amanda Clark	10
Lynsee Dicks	10
Lisa Flowers	10

Kimberley Garrett	10
Jacqueline Glover	10
Sabrina Harrell	10
Melinda Hawthorne	10
Amanda Hayes	10
Tina Hayes	10
Caron Heffner	10
Rhoshonda Herring	10
Mandi Howard	10
Victoria Jensen	10
Priscilla Jones	10
Miranda Joy Walker	10
Charlena Lori Land	10
Katee O'Quinn	10
Jennifer Richer	10
Jessica Wagner	10
Margaret Williams	11

Branford High School:

Jeffry Boatright	10
Darryl S. Cannon	10
Erin Cannon	10
Pamela Christy	10
Erin Clark	10
Timothy Clark	12
Carlos Diaz	10
Anne Etcher	10
Leah Harrell	11
Colleen Heeney	10
Monica Jackson	10
Shannon Jernigan	10
William McClendon	10
Joshua McInnis	10
Fred O'Quinn	12
Alicia Poole	12
Emilee Rains	10
Maria Rodriguez	10
Sergio Rodriguez	10
Michele Roundtree	10
Mendy Sikes	10
Deanna Simpson	10
Cara Soride	10
Misty Ward	10
Abbey Warren	10
Matthew Yancey	10

RIVEROAK Technical College:	
Cynthia Frye	10
Lydia Mendoza	10
Patricia Sullivan	10
Jeremy Ulmer	10
Student Services:	
Michelle Adams	10
Dee Dee Cathcart	10
Kendra Crews	10
Deborah Godbold	11
Abigail Hill	11
Kelly Jackson	10
Lisa Pennington	11
Alyssa Sullivan	10
Stacie Swartz	10
Rowna Valin	10
Lacey Van Etta	10
Suwannee High School:	
Frank Allen	10
Barbara Barker	10
Kary Black	10
Karen Braun	10
Michael Braun	12
Brian Bullock	10
Isaac Chandler	10
Perry Davis	10
Patrick Dawson	12
Sherry Dean	10
Alexander Franklin	11
**Rebecca Futch	10
Alexander Gonzalez	10
Melinda Carson-Griffith	12
Matthew Grillo	10
Chantal Gustavson	10
Elisa Hall	10
Kyler Hall	12
Cletia Hamby	10
Lillian Henderson	10
Frank Hufty	10
Jerry Jay Jolicoeur	10
Debra Kleinsmith	12
Kevin Lewis	10
Daniel Marsee	10
Trista Wright Morales	10
Stephen D. Morgan	10

Katheryn Quincey	12
Melanie Roberts	10
Brittney Shearer	10
Benjamin Thomas	10
**Traci Thompson	10
Suzanne Tillman	10
Travis Tuten	12
Jenny White	10
Amy Yarick	10

** *Non-Certificated*

Suwannee Middle School:

Rachel Adams	10
Kathryn Bower	10
Andrew Chapman	10
Joseph Gaddy	10
Darace Hahn	10
Brantly Helvenston	10
Cristina Herrington	10
Logan Hurst	10
**January Jernigan	10
Deadre Jolicoeur	10
Mary Kinard	10
Stephanie Land	10
Marie Mace	10
Jazmine Marrero Guerra	10
Jennifer Neely	10
Tammy Neil	10
Danielle Ovando	10
Ashton Petersen	10
Robert Phillips	10
Susan Ratliff	10
Daniel Skelly	10
Phoebe Solek	10
Seth Stebbins	10
Lorena Urban	10
Kayla Williamson	10

** *Non-Certificated*

Suwannee Opportunity School:

Mark Beach	10
Justin Bruce	10
Donna Jean Riegel	10
Brooklyn Ross	10

Suwannee Pineview Elementary-Innovation:

Evelyn Arnold	10
Kaycie Blanton Kinsey	10

Livesay Boggus	10
Chelsea Burgess	10
Julia Davidson	10
Rosa Davis	10
Emily Goss	10
Meri Harrell	10
Pamela Hendrick	10
Hannah Hicks	10
Jennifer Hitt	10
Ellena Huston	10
Ciera Keen	10
Krystal Fletcher	10
Susan M. Mowry	10
Sean Oliver	10
Kelly Parker	10
Kelly Pennington	10
Phyllis Smith (*Recommended through September 3, 2021*)	10

Suwannee Riverside Elementary-Arts:

Katrina Armstead	10
Tammy Atkinson	10
Summer Bell	10
Melissa Bozeman	10
Jamie Cato	10
Robbin Chapman *(Recommended through July 28, 2021)*	10
Cheri Copeland	10
Krystal Cundiff	10
Kiara Davis	10
Abby Fleming	10
Tammy Flowers	10
Danielle Gay	10
Diane Hale	10
Brandi Hart	10
Susan Helvenston	10
Patrick Jernigan	10
Michelle Jessup	10
Hannah Johnson	10
Hannah Moreno	10
Charis Parker	10
Takesha Patrick	10
Skyler Phillips	10
Stephanee Phillips	10
Elizabeth Rang	10
Stephanie Reid	10
Christina Sparkman	10
Elizabeth Vann	10
Joanne Wimberley	10
Lawanna Zimmerman	10

Suwannee Springcrest Elementary-Leadership:

Joann Barton	10
Ashley Broughton	10
Brittany Broughton	10
Keith Cherry	10
Megan Collins	10
Carolyn Javonne Day	10
Erin Driggers	10
Julie Griswold	10
Natalie Haney	10
Patricia Hines	10
Jenny McCook	10
Holly Marsee	10
Katey Melland	10
Kerry Melland	10
Emily Murphy	10
Audrey Peake	10
Debra Singletary	11
Darby Smith	10
Stacey Smith	10
Jennifer Stevens	10
Wendy Stevens *(Recommended through September 30, 2021)*	10
Marie Warren	10

Suwannee Virtual School:

Brooke Cox-Knowles	10

Professional Service Contract (Renewal):

Branford Elementary School:

Amy Allen	10
Gary Barrs	10
Kimberly D. Cannon	10
Melissa Holtzclaw	10
Traci Kirby	10
Julie Klecka	10
Stephanie Knighton	10
Vera L. Knighton	10
Susan Mackin	10
Lynda McInnis	10
Denah F. Phillips	10
Kimberly Procko	10
Lindsey Ramsey	10
Tina Roush	10
Carla Suggs	10
Wynette L. Sumner	10
Jennifer Winnett	10

Branford High School:	
Bethany Byrd	10
Pamela Cassube	10
Julianna H. Dees	10
Lawanna Gaylard	10
Amanda R. Johnson	10
Karen Y. Koon	10
Stefani M. Santos	10
Janet Denise Stewart	10
Linda S. Whitley	10
Stacy Young	12
District Wide:	
Kimberly M. Thomas	10
RIVEROAK Technical College:	
Theresa Gill	10
Pamela A. Poole	10
William Ragan	10
Student Services:	
Patricia E. Brantley	11
Lynn Lawrence	10
Virginia L. Weaver	11
Tamara Williams	11
Suwannee High School:	
Harrison Ambrose	10
Nancy Aul	10
Neena Brown-Thomas	10
Tamara Burt	10
Darrell Curls	10
Benita Diggs	10
Terry Fillyaw	10
Jimmie Green	10
Traci H. Green	10
Amy C. Hendry	10
Cindi Hiers	11
Audrey L. Marshall	10
Paula McMillan	10
Vanessa B. Menhennett	10
Rebecca Monroe	10
Abigail Rodriguez	10
Eric Rodriguez	10
Michelle Thompson	10
Kimberly Tuvell	10
Cindy Wiggins	12

Vernon Wiggins	10
Karen K. Williams	11
Pamela P. Williams	10
Damon L. Wooley	10
Suwannee Middle School:	
Melinda Ahrens	10
Alan R. Bonds	10
Robyn Bonds	10
Allison Brown	10
Deanna Burkett	10
Jennifer Byrd	10
Jennifer Campbell	10
Annette B. Chauncey	10
Heather Dean	10
Jean Eckhoff	10
Lesley D. Fry	10
Lisa W. Gray	10
Hetti J. Harry	10
Misty Shawn Herring	11
Angela Hicks	10
Deanna Horton	10
Amanda D. Hurst	10
Nicole Jackson	11
Tammie McKay	10
Lindy Meeks	10
Patrice Parker	10
Stephanie B. Sampson	10
Brad Scarborough	10
Canary S. Stephens	10
Suwannee Opportunity School:	
Mary Johnson	10
Suwannee Pineview Elementary-Innovation:	
Matthew Campbell	10
Rebecca L. Carter	10
Kristy D. Chauncey	10
Kimberly Hudson	10
Jessica Johnson	10
Connie N. Leavitt	10
Marjerian Lewis	10
Christina McCullers	10
Joyce D. McIntosh	10
Melissa N. McKire	10
Holly McMillan	10
Tamara Michal	10
Vickie Pagliai (*Recommended through September 30, 2021*)	10

Michelle Ona Robertson	10
Shannon White	10
Amy Williams	10
Ashlee Wooley	10
Jennifer Wooley	11
Suwannee Riverside Elementary-Arts:	
Georgette H. Allbritton	10
Lauren Belcher	10
Marcia Boatright	10
Rhoda J. Crews	10
Kelly Driggers	10
Robyne Edwards	10
Leigh Ann Fountain	10
April Frye	10
Rhonda L. Furry	10
Staci Greaves	10
April Greene	10
Heidi O. Hunter	10
Herbert Hutchison	10
Janell Miracle	10
Kimberly M. Mott	10
Karen L. Patten *(Recommend thru July 31, 2021)*	11
Sharon G. Ragan	10
Mandy F. Ramsey	10
Laura Katherine Roberts	10
Stacey L. Skierski	10
Michele Turman	10
Kimberly Warren	10
Suwannee Springcrest Elementary-Leadership:	
Jennifer Bonds	10
Victoria S. Carter	10
Jenny Clark	10
Shannon Daniel	10
Stephanie Gray	10
Candice Land	10
William McCullers	10
Catherine Nicely	10
Rebecca Reaves	10
Darlene Rice	10
Theda Roper	10
Sandra Winburn	10
Suwannee Virtual School:	
Angela Hester	10
Melissa Francisco	10

CONTINUING CONTRACT
(presented for information only)

Student Services Department:
Kathy Smith 12

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

The following contract and term status are granted as indicated below:
Job titles are 2021-2022 appointments and for placement on a salary schedule:

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

**Confidential employee*

Branford Elementary School:			
Teresa Allen	Media Clerk	C	10
Crystal Brown	Paraprofessional	INT C	09
Alysia Causey	Custodian	A	12
Kelly Davidson	Pre-K Paraprofessional/Lead CDA	C	09
Staci Feeney	Paraprofessional	C	09
Amanda Harris	Registrar	C	12
Cara Howard	Pre-K Paraprofessional/Lead CDA	C	09
Lacey Humphries	Paraprofessional	C	09
Anthony Jackson	Head Custodian	C	12
Hannah Knighton	Paraprofessional	A	09
Karen Knighton	Paraprofessional	C	09
Andrea Lanier	School Secretary	A	12

Amanda Martin	Paraprofessional	C	09
Amity McCall	Paraprofessional	INT C	09
Pamela Norton	Paraprofessional	C	09
Timothy O'Reilly	Custodian	A	12
Tiffany Phillips	Paraprofessional	INT C	09
Edna Roberts	Paraprofessional	A	09
*Mary Roberts	School Bookkeeper	C	12
Wendy Stines	Paraprofessional	C	09
Yvonne Topham	Paraprofessional	C	09
Deborah Yates	Paraprofessional	C	09

**Confidential employee*

Branford High School:

Jerri Byrd	School Secretary	C	12
Erica Daies	Custodian	C	12
Erin Davenport	Paraprofessional	A	09
*Tracy Delegal	School Bookkeeper	C	12
Matthew Hiers	Custodian	A	12
Melissa Hygema	Media Clerk	A	10
Michele Lambert	Paraprofessional	C	09
Natalia Morales	Paraprofessional	A	09
Brenda Raulerson	Custodian	C	12
*Lauri Reaves	Administrative School Secretary	C	12
Donna Rhoden	Paraprofessional	A	09
Dana Root	Paraprofessional	C	09
Lisa Stevens	Paraprofessional	A	09
Roger Terry	School Secretary/Data Entry	C	12
Karen Tucker	Head Custodian	C	12

**Confidential employee*

Facilities Department:

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

Jeffery Prescott	Maintenance Man II	A	12
Terry Richardson	Painter	C	12
Clayton Ross	Assistant Grounds Foreman	A	12
Tyler Smith	Groundskeeper	C	12
*Christina Vann	Administrative Secretary I	C	12
Kevin Williams	Groundskeeper	C	12

**Confidential employee*

Food Service:

Leona Ash	Food Service Manager	C	09
Sharlie Bailey	Food Service Worker-6 hr.	C	09
Terrie Baker	Food Service Manager-Assistant	C	09
RoseMerry Bell	Food Service Worker-6hr	A	09
Teresa Brannan	Food Service Worker-8 hr.	C	09
Shanda Campbell	Food Service Worker-6 hr.	C	09
Pamela Carver	Food Service Manager	C	09
Georgia Chancey	Food Service Manager	C	09
Jenna Chancey	Food Service Worker-6 hr.	C	09
Diane Chavez	Food Service Worker-6 hr.	INT C	09
Kimberly Choe	Food Service Manager-Assistant	C	09
Daisy Couture	Food Service Worker-3 hr.	PT	09
Crystal Cox	Food Service Worker-6 hr.	C	09
Leah Cribbs	Food Service Worker-3 hr.	PT	09
Mary DeHart	Food Service Worker-8 hr.	C	09
Erika Delgado	Food Service Worker-8 hr.	A	09
Carolyn Dexter	Food Service Worker-8 hr.	C	09
Sheree Dugdale	Food Service Worker-8 hr.	C	09
Annie Folsom	Food Service Worker-8 hr.	C	09
Jennifer Gaskins	Food Service Worker-8 hr.	C	09
Renee Hoch	Food Service Worker-3 hr.	PT	09
Rosanna Holtzclaw	Food Service Manager	C	09
Jennifer Hurst	Food Service Worker-3 hr.	PT	09
Reba Hurst	Food Service Manager	C	09
Lyndze Jandle	Food Service Worker-3 hr.	PT	09
*Cindy Johnson	Administrative Secretary I	C	12
Katrina Johnson	Food Service Manager-Assistant	C	09
Wendy Jones	Food Service Manager-Assistant	C	09
Rebecca Kirby	Food Service Manager	C	09
Robin Krause	Food Service Worker-3 hr.	PT	09
Leslie Kurtz	Food Service Worker-8 hr.	C	09
Cheryl Latham	Food Service Worker-3 hr.	PT	09
Janice Lee	Food Service Manager-Assistant	C	09
Chatisa Lett	Food Service Worker-3 hr.	PT	09
Heather Lewis	Food Service Worker-3 hr.	PT	09
Evelin Najera	Food Service Worker-8 hr.	C	09
Paul Otterbine	Food Service Worker-8 hr.	C	09
Cierra Parker	Food Service Worker-8 hr.	A	09

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

**Confidential employee*

Information Technology Department:

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

**Confidential employee*

RIVEROAK Technical College:

Jennifer Floyd	Clerk	C	12
Claudies Ivey	Head Custodian	C	12
Heymi Jimenez	Registrar	A	12
Ashley Kirby	Financial Aid Specialist	C	12
*Jeffrey Lee	Paraprofessional – Adult Education	C	12
*Tommy Miller	Administrative Secretary I	C	12
Damien Rickett	Custodian	C	12
John Sinclair	Paraprofessional	C	09
*Dana Tidwell	School Bookkeeper	C	12
Terry Vickers	Community Relations Specialist	C	12

**Confidential employee*

School Nurses:

Goldie Fralick	School Nurse *(through July 28, 2021)*	C	10
Kelly Melland	School Nurse	C	10
Rebekah Mercer	School Nurse	INT C	10
Patricia Nixon	School Nurse	C	10
Shalenthia Reynolds	School Nurse	C	10

Suwannee High School:

Carla Blalock	Administrative Secretary	C	12
Cynthia Brown	Custodian	C	12
Viola Brown	Custodian	C	12
*Heather Crotty	School Bookkeeper	C	12
David Daniels	Custodian	C	12
Deborah Davis	Paraprofessional	C	09
Tenlee Deloach	Paraprofessional	C	09
Kelly Hollingsworth	Paraprofessional	A	09
A. Lloyd Jackson	Head Custodian	C	12
Yvette Perez	Migrant Paraprofessional	C	10
Christopher Ringlein	Custodian	C	12
Alexandra Scoggins	Paraprofessional	A	09
Kimberly Wilkison	Custodian	A	12
Patricia Williams	Attendance Clerk	A	12
Laketha D. Wilson	School Secretary	C	12
Kasey Wynn	Administrative School Secretary	C	11

**Confidential employee*

Suwannee Middle School:

*Pamela Bedenbaugh	Bookkeeper	A	12
Melanie Chambliss	Administrative School Secretary	C	12
Tiffany Dear	Media Clerk	INT C	10
Cynthia Ford	Custodian	C	12
Sandra Fountain	Head Custodian	C	12
Michael Herring	Paraprofessional	C	09
Jarvis McClain	Custodian	A	12
Verhonda Morris	ESE Paraprofessional	C	09
Theresa Owens	Paraprofessional	C	09
Leslie Ramsey	General Receptionist	A	11
Naela Salazar	Paraprofessional	C	09
Lisa Shuler	Custodian	C	12
Elizabeth Smith	Paraprofessional	C	09
Linda Strait	Registrar	C	12
Maritza Torres	Paraprofessional	A	09
Amanda Williams	Paraprofessional	C	09
Dawn Willms	Custodian	A	12

**Confidential employee*

Suwannee Opportunity School:

Daycia Bandy	Paraprofessional	A	09
Stephanie Eady	Paraprofessional	C	09
Nicholas Hurst	Security Guard	A	12
Courtney McHugh	Paraprofessional	A	09
Katlin Westrich	Secretary	C	12

Suwannee Pineview Elementary-Innovation:

Kadie Butler	Paraprofessional	C	09
Emilee Cannon	Paraprofessional	A	09
Tanya Crain	Paraprofessional	C	09
Alexis Dalton	Paraprofessional	A	09
Traci Davis	Pre-K Paraprofessional/Lead CDA	C	09
Janet Diaz	Paraprofessional	A	09
Tamara Felton	Paraprofessional	C	09
Kay Glass	Administrative School Secretary	C	12
Cheryl Ann Jackson	Media Clerk	C	10
Cathy Jerkins	Paraprofessional	C	09
*Tammy Johns	School Bookkeeper	C	12
Keith Johnson	Custodian	C	12
Amanda Kiser	Pre-K Paraprofessional/Lead CDA	C	09
JoAnn LeDew	ESE Paraprofessional	C	09
Connie Little	School Secretary	C	12
Heather Marshall	Paraprofessional	C	09
Jennifer McMillan	Paraprofessional	C	09
Jessica Melgar	Paraprofessional	C	09
Sasharine Richardson	Head Custodian	A	12
Ashley Reeves	ESE Paraprofessional	C	09
Kristin Register	Paraprofessional	C	09
Tralene Sasso	Paraprofessional	C	09
Dora Townsend	Lead CDA Paraprofessional	C	09
Barbara Tucker	Paraprofessional	C	09
Rhonda Twilley	Paraprofessional	C	09
Elisahar Woloszyn	Paraprofessional	C	09

**Confidential employee*

Suwannee Riverside Elementary-Arts:

Tresca Anderson	Pre-K Paraprofessional/Lead CDA	INT C	09
Tara Ash	Paraprofessional	C	09
Amanda Bartley-Ramirez	Paraprofessional	C	09
Gail Butler	ESE Paraprofessional	C	09
Linda Cheshire	Paraprofessional	C	09
Janell Cline	Paraprofessional	A	09
Monica Djulvez	Paraprofessional	C	12
*Debra Gamble	School Bookkeeper	C	12
Mayra Gonzalez	Paraprofessional	C	09

Janet Good	Paraprofessional	C	09
Brittany Lock	Paraprofessional	C	09
Julia Gay Mangum	Paraprofessional	INT C	09
Vanessa Isidro Mares	Paraprofessional	C	09
Janice McCall	Pre-K Paraprofessional	C	09
Wildaly Nieves-Lopez	Paraprofessional	C	09
Nicole Poole	Pre-K araprofessional/Lead CDA	INT C	09
Marcia Riegel	Paraprofessional	C	09
Debbie Ritchey	Custodian	C	12
Amy Sansouci	School Secretary	INT C	12
Julie Skeen	Paraprofessional	C	09
*Kimberly Steichen	Registrar	C	12
Mackia Strickland	Paraprofessional	C	09
Geraldine Thomas	Paraprofessional	C	09
Alexander Torres	Custodian	C	12
Lori Torres	Paraprofessional	C	09
Herbert Williams	Custodian	C	12
Ronna Williams	Media Clerk	C	10
Deanna Yott	Pre-K Paraprofessional/Lead CDA	C	09

**Confidential employee*

<u>Suwannee Springcrest Elementary-Leadership:</u>

Lori Alban	Registrar	C	12
Ila F. Allen	Paraprofessional	C	09
Christina Batton	ESE Paraprofessional	C	09
Tara Brock	Pre-K Paraprofessional/Lead CDA	C	09
Mayra Castaneda	Paraprofessional	C	09
*Tina Colvin	School Bookkeeper	C	12
Alice Gambel	Paraprofessional	C	09
Crystal Gill	Paraprofessional	C	09
Lewanda Hill	Paraprofessional	A	09
LaDonna Holmes	Paraprofessional	INT C	09
Laritta Hunter	Pre-K Paraprofessional/Lead CDA	C	09
June Lane	Pre-K Paraprofessional	C	09
Marissa Lane	Paraprofessional	INT C	09
Kelsey Leighton	Paraprofessional	INT C	09
Holly Melland	Paraprofessional	A	09
Catherine Melton	Paraprofessional	C	09
Lynn Peaden	Media Clerk	C	10
Shawn Reed	Custodian	A	12
Timothy Rickett	Custodian	C	12
Tiffany Sanders	Paraprofessional	C	09
Monica Sauer	Paraprofessional	C	09
Holly Setzer	Paraprofessional	C	09

Benjamin Smith	Paraprofessional	C	09
Lori Smith	Head Custodian	C	12
Amy Steed	School Secretary	C	09

**Confidential employee*

Suwannee Virtual School:

*Heather Holton	Administrative School Secretary	A	12

**Confidential employee*

Transportation Department:

Tyrone Ansley	Mechanic	C	12
David Barnes	Bus Driver	C	09
Sandra Barrs	Bus Driver	A	09
Sharon Lynn Bass	Bus Driver	C	09
David Beard	Bus Driver	C	09
Dorie Bingemann	Bus Driver	C	09
Lawrence Brannon	Mechanic	A	12
*Sharon Braun	Administrative Secretary I	C	12
Alma Brown	Bus Driver	C	09
Eppie Brown	Bus Attendant	INT C	09
Jacquelyn Brown	Bus Attendant	INT C	09
Chinneta Butler	Bus Driver	C	09
Shateea Butler	Bus Driver	A	09
Nisa Carlisle	Bus Driver	C	09
Sarah Chavis	Bus Driver	C	09
Paula Cherry	Bus Driver	C	09
Daisy Couture	Bus Attendant	C	09
Carol Deas	Bus Driver	C	09
Frederick Deaver	Bus Driver	C	09
Eunice Dunmore	Bus Driver	C	09
Jennifer Farrar	Bus Driver	A	12
Tracy Felty-Janosh	Bus Driver	A	09
Crystal Fernandez	Bus Driver	C	09
Caren L. Fout	Bus Driver	C	09
Robert Frayer	Bus Driver	A	09
Pauline Frazier	Bus Driver	C	09
Stacy Futch	Vehicle Maintenance Manager	C	12
Robin Garbett	Bus Driver	C	09
Ana Gienger	Bus Driver	C	09
Deborah Harnage	Bus Driver	A	09
Kimberly Harnage	Bus Driver	A	09
Debra Hill	Bus Attendant	C	09
Jeffry Hunt	Bus Driver	C	09
Jennifer Hurst	Bus Attendant	C	09
Kiara Janosh	Bus Driver	A	09
Laura Jaramillo	Bus Driver	A	09
Carol Jenkins	Bus Driver	C	09

John Jenkins	Mechanic	C	12
*Kelly Jenkins	Administrative Secretary I	C	12
Caleb Jones	Bus Driver	A	09
Christina Jones	Bus Driver	A	09
Bruce Kemmerer	Bus Driver	A	09
John Kerry	Bus Driver	A	09
Gina Knight	Bus Attendant	C	09
Scott Koehn	Mechanic	C	12
Robin Krause	Bus Driver	C	09
Curt Lux	Bus Driver	A	09
Eva Moore	Bus Driver	C	09
Mary Noble	Bus Driver	A	09
Lynne Otterbine	Crossing Guard	PT	09
Patrick Pierce	Crossing Guard	PT	09
Jennifer Ponder	Bus Driver	INT C	09
Jack Powell	Bus Driver	C	09
Gloria Presley	Bus Driver	C	09
Dana Prince	Bus Driver	A	09
Cathy Reed	Bus Driver	C	09
Heather Riel	Bus Driver	INT C	09
Joanne Ripley	Bus Driver	C	09
Keely Rondello	Bus Driver	A	09
Synthia Schnaudigel	Bus Driver	C	09
Christene Scrivens	Bus Attendant	INT C	09
Yvan Theoret	Bus Driver	A	09
Janice Thompson	Bus Driver	C	09
Thawanna Tooten	Bus Driver	C	09
Linda Vanous	Bus Driver	C	09
Misty Voss	Bus Driver	C	09
Shirley Ware	Bus Attendant	A	09
Alice Wenig	Bus Driver	C	09
Inez Williams	Bus Driver	C	09
Lakeisha Williams	Bus Driver	C	09

**Confidential employee*

End of List
2021-2022
School Year

REGULAR AGENDA

1. Discussion and action regarding the selection of one School Board member to serve as a Legislative Liaison and one School Board member to serve as an Alternate Legislative Liaison on the FSBA Legislative Committee for the period July 1, 2021, through June 30, 2022.

   MOTION by Mr. White, second by Mr. Crawford, for Mr. daSilva to serve as the Legislative Liaison. MOTION CARRIED UNANIMOUSLY

   MOTION by Mr. Crawford, second by Mr. daSilva, for Mr. White to serve as the Alternate Legislative Liaison on the FSBA Legislative Committee for the period July 1, 2021, through June 30, 2022. MOTION CARRIED UNANIMOUSLY

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

   a. Add Operator, Risk Management position (12-month), effective July 1, 2021
   b. Add Employee Benefits Specialist I position (12-month), effective July 1, 2021
   c. Job Description #187 – Operator, Risk Management (*New*) **(pgs. 186-188)**
   d. Job Description #188 – Employee Benefits Specialist I (*New*) **(pgs. 189-191)**
   e. Revise *Salary Schedule Confidential Employees 2021-2022 Secretarial and Other Personnel* to reflect compensation for the Operator, Risk Management position on Line 1E, effective July 1, 2021 **(pg. 192)**
   f. Revise *Salary Schedule Confidential Employees 2021-2022 Secretarial and Other Personnel* to reflect compensation for the Employee Benefits Specialist I position on Line 1E, effective July 1, 2021 **(pg. 192)**

   MOTION CARRIED UNANIMOUSLY

3. MOTION by Mr. White, second by Mr. daSilva, for approval of the following form:

   a. #7200-032 Suwannee District Schools Student Evaluation and Documentation for Retention (*Revised*) **(pg. 193)**

   MOTION CARRIED UNANIMOUSLY

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

   a. #20-201 Additional one year extension to Ashford Services, Inc. for Custodial Supplies for the 2021-2022 school year.

   MOTION CARRIED UNANIMOUSLY

5. Comments from Student Ambassadors

   - Morgan Larney thanked the Board for being able to serve as the Student Ambassador representing Suwannee High School this school year.

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

7. Superintendent's Report

   Mr. Roush reported on the following:
   - Appreciate all the years of experience represented by our 15 instructional retirees honored tonight
   - Elementary School Choice Enrollment update (*handout*)
   - Half Cent Sales Tax Referendum (*handout*) – The District has prepared a draft resolution to proceed with the referendum; however, the dollars we are receiving from ESSER I and ESSER II will help with these lost funds. Suggested to hold off on adopting the half cent sales tax referendum and continue to research the use of the ESSER funds to use on the funding loss. Consensus of the Board was to hold off on the referendum and proceed with using ESSER funds for these projects at this time; can reassess the issue in the future, if needed. Mr. Taylor stated the need to move forward with the referendum. Mr. Roush stated that we will be able to provide more detailed

information to the Board within the next 60 days; feels that we will get much needed relief with the Five Year Work Plan from the ESSER funds.

- Budget workshop will be held June 15, 2021.
- There is the need for an Executive Session following the Board meeting tonight.

8. Issues and concerns Board members may wish to discuss

- Mr. daSilva – Would like to discuss supplements for athletic trainers at the July workshop. The Lake City Reporter had an article regarding graffiti in one of our school restroom regarding a potential school shooting; he appreciated that the issue was resolve within a few minutes, which is a testament to the school administration.
- Mr. Taylor questioned who would be paying for the screening of the student athletes by Who We Play For. Mr. Roush responded that due to no policy being in place at this time for the June 8 and June 9 screenings, the testing is not mandatory for now. Mr. Hines noted that the screening will begin with the football programs at Branford High and Suwannee High Schools. Mr. Roush commented that an update will be provided at the July or August workshop.

The meeting adjourned at 7:42 p.m.

2020-2021 JUNE SURPLUS ITEMS

PROPERTY RECORD #	ITEM DESCRIPTION	ORIGINAL PURCHASE PRICE	ORIGINAL PURCHASE DATE	COST CENTER	REQUESTED DISPOSITION
99006080	COMPUTER MONITOR/KEYBRD	$ 2,035.00	4/11/2008	TECHNOLOGY	SURPLUS
99008694	HP PROBOOK 650	$ 790.00	3/23/2018	TECHNOLOGY	SURPLUS
99007997	PRINTER, LASER	$ 870.00	11/1/2014	TECHNOLOGY	SURPLUS
99009149	PROJECTOR	$ 3,659.00	10/10/2019	TECHNOLOGY	SURPLUS
99007758	SERVER	$ 1,050.00	10/23/2012	TECHNOLOGY	SURPLUS
		$ 8,404.00			

Requested By:

ETHAN BUTTS
DIRECTOR OF PROPERTY RECORDS

6/22/2021
DATE

APPROVED BY:

SUPERINTENDENT

BOARD CHAIRMAN

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

THIS AGREEMENT, effective upon the date of execution, by and between the State of Florida, Department of Health, through its Suwannee County Health Department (hereinafter referred to as DOH-SUWANNEE), located at 915 Nobles Ferry Road, Live Oak, Florida 32064 and the Suwannee County School Board, (hereinafter referred to as SCSB), located at 1740 Ohio Avenue South, Live Oak, Florida 32064.

1. **Purpose.** The purpose of this Agreement is to establish the terms and conditions under which DOH-SUWANNEE shall deliver or perform the following services indicated for the SCSB:

   A) Provide basic, full service and comprehensive School Health Services to Suwannee County public schools in accordance with sections 381.0056, 381.0057, 381.0059, and 402.3026, Florida Statutes, Rule 64F-6.001-6.006, Florida Administrative Code., other related Florida Statutes and Florida Administrative Code sections, and in accordance with applicable policies and procedures of the parties.
   B) These health services will be provided in accordance with the 2020-2022 Suwannee County School Health Services Plan as approved by DOH-SUWANNEE and the SCSB and as required under Florida Statutes.

2. **Term**. This Agreement shall begin on July 1, 2021 and shall end on June 30, 2022.

3. **Responsibilities of DOH-SUWANNEE**.

   A) **Delivery of Services**. The DOH-SUWANNEE shall deliver the services required under this Agreement on the dates and at the times and places as specified herein:

      1. Provide onsite school health services at designated school sites during school hours for the assigned school year for Suwannee County public schools in accordance with the school hours of each school and the school calendar year. This does not include school health services for any after school programs, hours outside of the regular school day, during field trips or athletic events.
      2. Provide programmatic and professional management for school health services.
      3. In Collaboration with the SCSB School Health Coordinator will complete the Florida School Health Services Annual Report and Biennial School Health Plan and assure review and signatures of appropriate parties.
      4. In collaboration with the SCSB School Health Coordinator will participate in School Health Advisory Committee (SHAC) meetings.
      5. Provide training for non-school health staff in the administration of medication and provision of medical services as per section 1006.062, Florida Statutes at Branford High School. The school principal will be responsible for notifying the DOH-

SUWANNEE School Health Coordinator of the names of at least two school staff members designated to administer medications.

6. Deliver basic, full service, and comprehensive school health services at Suwannee County schools in accordance with Suwannee School Health Services Plan 2020-2022.
7. Assist with and perform student health screenings as per section 381.0056, Florida Statutes, and Rule 64F-6.003, Florida Administrative Code. This includes documentation, referral and follow up on all screening failures.
8. DOH-SUWANNEE school health staff will not be able to participate in field trips in their capacity as the School Nurse. Leave time must be taken to attend field trips with family members.
9. DOH-SUWANNEE school health staff cannot be assigned to care for one specific student to provide continuous care throughout the school day.

B) **Staff and Personnel**. The DOH-SUWANNEE shall make available the following personnel and/or other resources to provide the services required under this Agreement:

1. Provide a part-time Registered Nurse (RN) to serve as the School Health Coordinator, as a resource to school clinic personnel. The School Health Coordinator will be an employee of DOH-SUWANNEE.
2. Provide a full-time Registered Nurse (RN) to staff the nursing office in Branford High School. This Registered Nurse will be an employee of DOH-SUWANNEE.
3. Provide a Licensed Practical Nurse (LPN) or Health Support Aid in either a Career Service or Other Personnel Services position at designated school under control of DOH-SUWANNEE. Recruitment of these positions is the responsibility of the DOH-SUWANNEE Senior Community Health Nursing Director. Vacant positions will be advertised through DOH-SUWANNEE human resources office.
4. In collaboration with the SCSB School Health Coordinator will provide oversight of the school health program and delivery of school health services as outlined in the School Health Services Plan and in accordance with Florida Statutes.
5. Complete level 2 background screening of all potential LPNs and Health Support Aides and background screening and drug screening of all potential RNs as required by sections 381.0059, and Chapter 435, Florida Statutes.
6. Assure that all nurses work within the scope of their practice and in accordance with the Florida Nurse Practice Act and be licensed as an RN/LPN in accordance with Chapter 464, Florida Statutes.
7. Assure that DOH-SUWANNEE school health staff is knowledgeable of competencies and performance evaluation tools.
8. Assure that DOH-SUWANNEE school health staff is knowledgeable of Florida Statutes related to student health and welfare.
9. Assure that DOH-SUWANNEE school health staff follow all SCSB District policies and procedures, including adherence to all applicable confidentiality laws, both federal and state governing school and health records.

C) **Finances.** DOH-SUWANNEE shall be responsible for the funding of salaries, fringe benefits, and in-kind expenses for DOH-SUWANNEE school health staff included in this Agreement, pending appropriation by the state legislature.

D) **Supervision and Evaluation**. DOH-SUWANNEE shall be responsible for the supervision of all DOH-SUWANNEE personnel assigned to provide services under this Agreement. Additionally, DOH-SUWANNEE shall be responsible for monitoring the quality of services to ensure the highest standard of care is being provided.

E) **Confidentiality.** DOH-SUWANNEE shall only be entitled to receive records and information from the SCSB that can be lawfully made available to DOH-SUWANNEE, and in such event DOH-SUWANNEE shall be held strictly accountable for the protection of such records and information consistent with both state and federal laws protecting the confidentiality of student records and other information which may be available through the SCSB which is necessary for DOH-SUWANNEE to deliver the services required hereunder.

F) **Retention and Storage of Records**. In accordance with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), SCSB shall hold title to Student Health Records maintained by DOH-SUWANNEE employees under the terms of this Agreement and such Student Health Records shall be subject to state, federal and local regulations concerning confidentiality. The retention and storage of Student Health Records shall be the responsibility of the SCSB. Pursuant to 34 C.F.R. 99.31(a)(1)(i)(B)(1), SCSB shall disclose Student Health Records to DOH-SUWANNEE for the sole purpose of performance under this Agreement. The school principal shall monitor and shall be responsible for access to the Student Health Records by school personnel.

G) **Official Representative**. DOH-SUWANNEE shall be responsible for providing an official representative and contact person to conduct all communications with the SCSB and to be responsible for the ongoing administration of this agreement. DOH-SUWANNEE hereby designates the Senior Community Health Nursing Director as the official representative for the purposes of administering this agreement with the SCSB. The Senior Community Health Nursing Director will provide administrative oversight of DOH-SUWANNEE nurses funded to the School Health Program.

4. **Responsibilities of the SCSB**.

A) **Confidentiality.** The SCSB shall be responsible for insuring that all records and other information in its possession are properly handled under both state and federal confidentiality laws protecting the rights of students and shall assure that DOH-SUWANNEE staff has access to records and other information that is pertinent to the health management of the students.

B) **Monitoring and Evaluation**. The SCSB and/or its designee under this Agreement shall participate with the DOH-SUWANNEE to monitor the delivery of services under this Agreement and further to coordinate any service or program evaluation that may be necessary during or at the conclusion of the term of this Agreement.

C) **Program Support**. The SCSB and/or designee under this Agreement shall make available to the DOH-SUWANNEE, its employees and/or agents in the course of their delivery of services under this Agreement the following facilities and/or resources to assist DOH-SUWANNEE in the quality delivery of services:

1. Assure available and adequate physical facilities and equipment for school health services at each school as defined in State Requirements for Educational Facilities.
2. Provide a list of Branford High School staff that is certified to provide first aid and CPR, no later than 30 calendar days from the start of the school year to the DOH-SUWANNEE Senior Community Health Nursing Director.
3. Designate at least two Branford High School staff members to be trained in the administration of medication and provision of medical services as per section 1006.062, Florida Statutes.
4. Assure appropriately trained staff is available to provide services in the clinics at all times. Assure the provision of substitutes due to absences of DOH-SUWANNEE school health staff.
5. Understands that all DOH-SUWANNEE school health staff must attend periodic trainings and meetings as organized by DOH-SUWANNEE and SCSB as it pertains to school health information.
6. Understand that DOH-SUWANNEE school health staff may be required at times to operate or staff a special needs shelter but that the DOH-SUWANNEE will continue to provide as many staff as feasible to provide school health services.

D) **Official Representative**. The SCSB shall be responsible for providing an official representative and contact person to conduct all communications with DOH-SUWANNEE and to be responsible for the ongoing administration of this Agreement.

5. **Modification**. This Agreement represents the full understanding of the parties and supersedes all previous communications on the subject, either written or oral, between the parties. Any modifications or waivers shall only be valid upon written mutual consent of the parties hereto.

6. **Disputes.** In the event a dispute should arise between the parties as to the delivery of services under this Agreement, the SCSB hereby authorizes its Superintendent of Schools to work with DOH-SUWANNEE to resolve any such disputes. DOH-SUWANNEE hereby authorizes its County Health Department Administrator to serve as its representative. In the event that the Superintendent of Schools and the County Health Department Administrator are unable to resolve the dispute, the matter shall be referred back to the SCSB for final resolution. The venue for disputes shall be Suwannee County.

7. **Termination Because of Lack of Funds**. In the event funds to finance this Agreement become unavailable, the SCSB or DOH-SUWANNEE may terminate the Agreement upon no less than twenty-four (24) hours written notice to either party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Each entity shall be the final authority as to the availability and adequacy of funds for this Agreement. Any state, county or school district agency's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other agreement or from any other source are not eligible for reimbursement under this Agreement.

8. **Business Associate Agreement**. DOH-SUWANNEE is of the opinion that the SCSB is a covered entity under the Health Insurance Portability and Accountability Act (hereinafter referred to as HIPAA). Under this Agreement, DOH-SUWANNEE may use or disclose protected health information (hereinafter referred to as PHI). Therefore DOH-SUWANNEE agrees:

1. To keep PHI (as defined in HIPAA) confidential.
2. To maintain security measures with the PHI that DOH-SUWANNEE creates, receives, maintains or sends on behalf of the School Board.
3. To promptly report to the SCSB any unauthorized access, destruction, disclosure, modification, or use of the SCSB's PHI.
4. To promise to disclose PHI to the patient if the type of information DOH-SUWANNEE has can be requested under HIPAA.
5. To keep track of PHI that is disclosed, unless it is disclosed for treatment, payment or health care operations, or to the patient. DOH-SUWANNEE's disclosure records will include the disclosure date, name and address of anyone who received the information, a description of the information given, and why that information was given out.
6. To agree to open its disclosure records to federal regulators to check HIPAA compliance.
7. To promise to disclose PHI only to the extent needed to complete work for the SCSB, because disclosure is required by law or DOH-SUWANNEE can reasonably believe that the person receiving the PHI will protect it and report any confidentiality breach.
8. To promise if the Agreement with the SCSB ends, any PHI will be immediately returned or destroyed. If that is not possible, DOH-SUWANNEE agrees to keep protecting the information although its work for the SCSB is terminated.
9. With respect to Electronic Protected Health Information, no later than the compliance date for the Security Standards and at all times hereafter, DOH-SUWANNEE shall:
   a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that DOH-SUWANNEE creates, receives, maintains, or transmits on behalf of SCSB as required by the Security Standards;
   b) Ensure that any agent, including a subcontractor, to whom DOH-SUWANNEE provides such information, agrees to implement reasonable and appropriate safeguards to protect it;
   c) Report to SCSB any security incident of which it becomes aware;
   d) Terms used in this Agreement shall have the same meaning as those terms used in the Security Standards, currently defined, in relevant part, as follows:

"Electronic Protected Health Information" means Protected Health Information that is transmitted or maintained in Electronic Media.

"Electronic Media" means (1) electronic storage media including large memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of

voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before transmission.

"Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

9. **Indemnification.** Each party will be liable for any damages resulting from the negligence of its employees or agents acting within the scope of their employment or agency, in accordance with section 768.28, Florida Statutes. Nothing herein is intended to waive sovereign immunity by any party to whom sovereign immunity is applicable. Nothing herein shall be construed as consent by any party to be sued by a third party in any matter arising out of any contract.

10. **Termination.** This Agreement may be terminated by either party with or without cause upon thirty (30) days written notice by registered mail, specifying the effective date of such termination.

11. **Public Entity Crime**. Pursuant to section 287.133, Florida Statutes, when a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she 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, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

12. **Drug Free Workplace**. It is the policy of the Department of Health and the Suwannee County Health Department to promote the goal of drug-free workplaces in accordance with section 112.0455, Florida Statutes, the Drug-Free Workplace Act. The Department's Drug Free Workplace policy supplements section 112.0455, Florida Statutes, the Drug-Free Workplace Act, and applicable federal regulations for required compliance with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. §81 et seq.).

THIS AGREEMENT entered into and made effective as of the date of execution.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their officials thereunto duly authorized.

State of Florida
Department of Health

Signed by: _____

Name: Kerry S. Waldron, MPA
Administrator
DOH-Suwannee

Date: _____

Suwannee County School Board

Signed by: _____

Name: Tim Alcorn
Chairperson
School Board of Suwannee County

Date: _____

_____
Ted Roush, Superintendent
School Board of Suwannee County

Date: _____

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

FLORIDA GATEWAY COLLEGE
AND
SUWANNEE COUNTY SCHOOL DISTRICT,
OUT OF DISTRICT

2021 – 2022
DUAL ENROLLMENT ARTICULATION AGREEMENT

SECTION I

WHEREAS, Florida Gateway College, hereafter referred to as the **College**, and the out of district Suwannee County School District, thereafter referred to as the **School Board,** subscribe to the educational philosophy and policy that each individual student should have the maximum opportunity to enhance his/her learning opportunities in courses suited to his/her educational, career, and personal needs, and

WHEREAS, Chapters 1007.27 and 1007.271, Florida Statutes (2020), specifies that a variety of articulated acceleration mechanisms be available for secondary school students attending Florida public or non-public schools, and §§ 1001.64 – 1001.65, F. S., specify that dual enrollment articulation agreements shall be executed between college boards of trustees and district school boards within each college district, and shall establish an articulation committee, and

WHEREAS, the **College** and the **School Board** desire to implement the above statutes by creating opportunities for high school students to pursue college-level instruction, through an articulated acceleration program.

NOW THEREFORE, in consideration of the mutual promises stated herein, the parties agree to cooperate in the establishment, maintenance, and implementation of a Dual Enrollment Program (the **Program**) between the **College** and the respective **School Board.** In implementing this Program, the parties agree to these general principles:

A. COURSE PROGRAM OFFERINGS

1. Articulation acceleration mechanisms shall include, but not be limited to, Academic Dual Enrollment, Career Dual Enrollment, Academic and Career Early Admissions, Advanced Placement, Credit by Examination, the International Baccalaureate Program, and Career Pathways.

    a. **Academic Dual Enrollment**: Students in grades 6 – 12 who qualify are earning high school credit toward a high school diploma and college credit toward an associate or baccalaureate degree. Students may be part-time or full-time. The following are ineligible to be counted as Dual Enrollment:

1.) career preparatory instruction;
2.) college preparatory instruction;
3.) other forms of pre-college instruction;
4.) physical education and recreation students who focus on physical execution of skill rather than the intellectual attributes of the activity; and
5.) courses not creditable toward a high school diploma.

Unless the student has successfully completed the entry level examination required by § 1008.30, F. S., the student will be ineligible for enrollment in college credit mathematics or English courses, or any courses for which college credit English, reading or math is a prerequisite.

b. **Career Dual Enrollment**: Students in grades 6 – 12 qualify who are seeking a degree and industry certification through a career education program or course. The student is also earning industry certifications adopted pursuant to §1008.44, F. S., which count toward the high school diploma. Students may be part-time or full-time in Career Dual Enrollment.

c. **Early Admissions**: This is a form of dual enrollment permitting high school students to enroll in college or career courses on a full-time basis. Students who qualify will earn both high school and college/career credits for courses completed. Participation in the **Career Early Admission** program shall be limited to students who have a minimum of four (4) semesters of full-time secondary enrollment, including studies undertaken in the ninth grade.

d. **Credit by Examination**: Students will be eligible for college credit based on the receipt of a specified minimum score on a nationally standardized general or subject area examination.

e. **The International Baccalaureate Program**: Secondary students will be eligible who are enrolled in a program of studies offered through the International Baccalaureate Office at their high school. College credit will be awarded as determined by the **School Board** and the **College** Board of Trustees.

f. **Career Pathways Program**: Secondary students in grades 9-12 are eligible to participate in the Career Pathways Program. The promotion of the program and the revision of Career Pathways Articulation Agreements is a collaborative effort between all the consortium partners. Guidance counselors register students in an articulated, sequential program of study (including a technical component), which leads to continued study at the postsecondary level. Career Pathways programs consist of four years of high-level academic and technical courses at the high school level, articulated (or connected) with continued high-tech training in college, often resulting in an industry level certification. Students prepare for postsecondary training by following a program of study as outlined in the Career Pathways Articulation Agreements between the **School Board** and the **College**. Per the Gold Standard Career Pathways Articulation Agreements of Industry Certification to AS Degree in 2021 - 2022, high school students successfully completing the high school portion of the Career Pathways Program can earn college credits which may be used in a

declared AS Program of Study through Industry Certification or "credit by examination." They may also receive preferential admission to selective college programs. After a student meets all criteria outlined in the Career Pathways Articulation Agreement, including successful completion of 12 hours of regular college credit (not including prep courses), he/she can request that the credit be added to their college transcript by completing the Request for Career Pathways Credit form and returning it to the Director of Dual Enrollment and Career Services. Please refer to the Florida Department of Education web site for more information. The **College** Director of Dual Enrollment and Career Services is the coordinator of the Career Pathways Articulation Agreements.

2. In mutual consideration thereof, both parties to the agreement contained herein agree to the following conditions:

   a. The **College** shall offer college level courses that meet the requirements of §§ 1007.27 and 1007.271, F. S., with the exclusion of physical education and recreation courses, where sufficient high school facilities exist and are made available.

   b. The **College** shall award credit for student completion of a Dual Enrollment and Advanced Placement course based on the stated preference of the student, as either Dual Enrollment or Advanced Placement credit. No student shall claim double credit based on the completion of a single joint Dual Enrollment and Advanced Placement course.

   c. Courses offered for dual credit will be determined by mutual agreement between the **College** and the **School Board** and displayed in this agreement.

   d. Special request courses and the addition of classes offered for each academic year shall be designated in a letter(s) of understanding between the **School Board**, the district **Superintendent** of Schools and the **College** President. The classes will be scheduled whenever possible to assure maximum publicity prior to fall and spring registration.

   e. The **College** courses are complementary to the high school curriculum, and no unnecessary duplication will occur.

   f. The **School Board** shall be responsible for incorporating all Dual Enrollment courses within the District "Student Progression Plan."

   g. Dual Enrollment courses will utilize the common course designation and numbering system approved by the Florida Department of Education (DOE).

   h. The **College** shall determine course content in accordance with the Southern Association of Colleges and Schools Commission on Colleges (**SACSCOC**) criteria and select instructional materials. The high school will use course syllabi provided by the **College** for all Dual Enrollment courses.

      While appropriate for college-level discussions study, course materials and class discussions may reflect topics not typically included in secondary courses which some parents may object to for minors. Courses will not be modified to accommodate variations in student age and/or maturity.

i. Parties to this agreement will certify in writing that courses operated under this agreement will, when successfully completed, be accepted toward high school graduation on the basis that three college credits will equal one-half high school credit, except those designated otherwise by the Articulation Coordinating Committee of the Florida Department of Education and awarded college credits, none of which shall be remedial, preparatory or developmental. The **High School** is responsible to review high school progression and may need to submit documentation to the **College** upon request.

j. Unless prohibited by statute or rule, nothing in this agreement shall prevent students in the districts from enrolling in regular college credit or career certificate classes, which do not carry high school credit, conducted by the **College**. Students in this category shall file regular college admissions applications and shall be responsible for their own tuition, books, and other expenses as a standard student.

k. Pursuant to §1007.271, F.S., Dual Enrollment students may enroll in courses offered by the **College** during school hours, after school hours, and during the summer terms unless prohibited by **School Board** policy. Dual enrollment courses may be available online, on the high school campus, on the college campus, or at the college centers.

l. The **College** shall designate the Director of Dual Enrollment and Career Services to coordinate the Dual Enrollment Program. The Director, in conjunction with the high school counselor, will ensure that each student will make a selection of courses to meet degree requirements, including approved program prerequisite courses. This effort is to improve articulation and minimize excess credit hours. In addition, pursuant to §1007.23, F.S., a dual enrollment student entering college in 2013 – 2014 and thereafter, seeking an associate of arts degree, will indicate a baccalaureate degree program offered by their institution of interest by the time they have earned 30 semester hours. It is the student's responsibility to be informed of the prerequisites for the baccalaureate degree program offered by their institution of interest.

   NOTE: Section 1001.7065, F. S., allows that a preeminent university may require its incoming first-time-in college students to take a 9-credit to 12-credit set of courses specifically determined by the state university. The state university may require that they be taken at the specific state university involved and that credit for any such required courses cannot be fulfilled through any acceleration, transfer, or other similar mechanism.

m. The **College** will provide electronic student transcripts at the end of each term to the respective high school guidance counselors to aid in determining continued student eligibility.

n. The **College** will provide a transcript with a letter grade. Letter grades awarded by the **College** at the end of each semester are: A, B, C, D, F, I, or W. Any letter grade below a "C" will not count as credit toward satisfaction of the Gordon Rule graduation requirement and the requirement in Rule 6A-10.030; however,

all grades are calculated in a student's GPA and will appear on the college transcript.

Any student earning a D or F in a course will:

- *Repeat the failed course and only the failed course the next term*
  OR
- *Need to sit out the next term and be required to repeat the course the following eligible term along with any other program related course work*

Any student earning a W in a course will:

- *Only take one course the next term*
  OR
- *Need to sit out the next term and then return the following eligible term and resume with any program related course work*

All grades, including "W" for withdrawal, count as course attempts and become part of the student's college transcript; they may affect subsequent postsecondary admission. ***If the student receives a second 'D', 'F' or 'W' in any course, Dual Enrollment eligibility will end. If a student makes the two in one term, eligibility for Dual Enrollment will end.*** No late withdrawals will be accepted if they were not received in the Dual Enrollment office by the deadline stated in the Approved DE Academic Calendar, posted by the **College**.

o. Section 1007.271(18), F.S., states that "school districts and Florida College System institutions must weigh dual enrollment courses the same as Advanced Placement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated. Alternative grade calculation or weighting systems that discriminate against dual enrollment courses are prohibited."

This provision relating to GPA weighting includes all dual enrollment courses, including career education courses. In addition, there should be no differentiation between the weighting of 1000 and 2000 level courses or courses that do not appear on the *Dual Enrollment Course—High School Subject Area Equivalency List.*

p. Students taking Dual Enrollment classes taught by **College** faculty are required to follow the **College** Code of Academic Ethics and Code of Conduct outlined in the current electronic *FGC Student Handbook.*

q. The **College** and high school will schedule an information and orientation session to inform students and parents about opportunities to participate in the Dual Enrollment Program. At least two weeks prior, the **College** and high school will collaborate in formulating the agenda for this information session.

B. STUDENT ELIGIBILITY CRITERIA

1. The **School Board** shall identify the students qualified for participation in the Dual Enrollment Program. Students must demonstrate academic capabilities to pursue college level instruction.

2. In order to be eligible for participation in the Dual Enrollment Program, a student must:
   a. be in grades 6 – 12;
   b. no student will be eligible to enroll into classes through the Dual Enrollment Program beyond their 19th birthday;
   c. have a minimum ACT/SAT/PERT/TABE test score as established by the **College**. As specified in Section 1008.30, Florida Statutes, students who do not achieve the minimum test score in basic computation (math) and communication (English and reading) skills areas cannot take college credit courses in mathematics and English respectively or any courses for which college credit English, reading or math is a prerequisite. **Eligible test scores for all three (3) sections are required to participate in Dual Enrollment.**
   d. meet with the high school guidance counselor or **Board** designee, complete the Dual Enrollment/Early College Application for Admission form, and be approved to enroll by the Director of Dual Enrollment and Career Services. Dates will be posted at High Schools and in the Approved DE Academic Calendar, posted by the **College**. Application forms must be approved prior to the published college deadlines.
   e. complete Dual Enrollment/Early College registrations by the end of the Add/Drop period for each term as listed in theApproved DE Academic Calendar published by the **College**

      The **College** will consider a request from the guidance counselors for dropping a course after the first week of classes. This will be done on a case-by-case basis and must be approved by the appropriate **College** vice president. If approved, the result will be a drop for the student, not a withdrawal.
   f. comply with the requirements specified in the County School District's "Student Progression Plan"

3. For the Associate in Arts (A.A.) Degree Program the student must:
   a. have a minimum of 3.0 unweighted GPA based on the 4.0 scale,

      or

      be recommended by the high school principal or designee, based upon evidence of the outstanding interests and aptitudes of the student, and with the concurrence of the **College**
   b. register only for required or elective courses in the A.A. Degree Program

4. For the Associate in Science (A.S.) Degree and College Credit Certificate (C.C.C.) programs the student must:
   a. have a minimum of 3.0 unweighted GPA based on a 4.0 scale,

      or

      be recommended by the high school principal or designee, based upon evidence of the outstanding interests and aptitudes of the student, and concurrence of the **College**

b. meet all program entrance requirements as stated in the **College** catalog

c. register only for courses in the A.S. degree program or electives approved by the **College** division administrator of the A.S. degree program to which the Dual Enrollment student has been admitted

5. For Technical Certificate Programs and Applied Technology Diplomas (A.T.D.) the student must:

   a. have a minimum 2.0 unweighted GPA based on a 4.0 scale
   or
   be recommended by the high school principal or designee, based upon evidence of the outstanding interests and aptitudes of the student, and with the concurrence of the **College**

   b. meet all specific program entrance requirements as stated in the **College** catalog

6. For Bachelor Degree Programs:

   a. have successfully completed the associate's degree prior to admission into the Bachelor program

   b. No bachelor level courses can be taken prior to admission into the program. Exceptions to the above paragraphs 2, 3, 4, and 5 will be subject to careful examination of student qualifications by the high school counselor, principal, the appropriate **College** division administrator, and Director of Dual Enrollment and Career Services.

7. The high school principal or designee will certify students eligible for Dual Enrollment. If students drop below a 2.0 cumulative **College** GPA, it is at the discretion of the guidance counselor/designee to allow them one semester to achieve at least a 2.0 cumulative **College** GPA to maintain eligibility in the Dual Enrollment Program.

8. Students will be considered high school students for the purpose of student activities and student body privileges.

9. Dual Enrolled students may be issued a college I.D. and afforded all the privileges thereof.

10. If a student leaves your DE program/school, notify the DE office in writing as soon as possible as the student account will need to be changed. Written notification will be required to have the student continue in the DE program.

C. CALENDAR

1. The **College** shall select and schedule classes eligible for Dual Enrollment using the **College** calendar for classes taught outside the regular school hours.

2. During regular public school hours the **School Board** shall, with the concurrence of the **College**, select and schedule Dual Enrollment classes taught on the high school campus

using the public school class and bell schedule and the **College** calendar.

3. The **School Board** and the **College** shall make reasonable efforts to avoid conflicts in scheduling.

4. The **College** agrees to conduct, if possible, Dual Enrollment courses at the high school, using the school class and bell schedule and the **College** calendar.

5. All logistical and scheduling information regarding Dual Enrollment courses taught by high school teachers at the high school must be provided to the **College** Director of Dual Enrollment and Career Services by the admissions application deadline in the Approved DE Academic Calendar posted by the **College.** Special circumstances will be determined by the appropriate academic vice president. A representative from each high school should contact the **College** with credentialed instructor name(s) and the course(s) each instructor will be teaching, as well as the specific days/times the course(s) will be taught.

D. DUAL ENROLLMENT FACULTY

1. The staff will be selected on approval of the **College** and the high school principals from teachers employed at the high school or the **College**, who have filed college transcripts and applications with the **College**, and who meet the degree and certification requirements of the **College**, and pursuant to **SACSCOC**. These criteria apply to all faculty teaching postsecondary courses regardless of the physical location of the course being taught. The postsecondary institution awarding the credit shall ensure faculty teaching Dual Enrollment courses meet these qualifications. Preference will be given high school faculty as adjunct teachers for Dual Enrollment courses.

2. The **College** shall approve Dual Enrollment faculty and will provide them with a copy of the current faculty handbook. Faculty shall adhere to the professional guidelines, rules, and expectations therein. Faculty will also be provided with a current student handbook detailing information that includes, but is not limited to, add/drop and withdrawal policies, student code of conduct, grading policies, and critical dates. Dual Enrollment faculty shall verify that every student sitting in their college course is listed on their course section roster no later than the second week of each semester. The course section rosters must be signed by Dual Enrollment instructors and then faxed, emailed, or mailed to the **College** by the due date. Verbal confirmation or email confirmation will not be accepted. No student shall be permitted to remain in a college class in which they are not enrolled. Faculty must adhere to the guidelines, rules, and expectations therein that apply to faculty.

3. The High Schools will notify the Director of Dual Enrollment and Career Services of courses they will be offering on their campus for Dual Enrollment students. The course name/days/times will be emailed and the **College** will build the section. The course syllabus will be emailed to the Director of Dual Enrollment and Career Services which shall include the course calendar identifying assignments, test dates and grading scale.

4. The **College** shall conduct an administrative evaluation of all faculty teaching Dual Enrollment students. This evaluation will be conducted by the appropriate vice president or designee.

5. The **College** shall also conduct student evaluations of Dual Enrollment faculty. This evaluation will be coordinated by the appropriate vice president or designee.

6. At the end of the term, textbooks will be collected according to **School Board** policy, and Dual Enrollment faculty will submit signed final grade rolls as required to the appropriate instructional division or **College Enrollment Services** by the published deadline. The **College** will submit student transcripts to the respective high school guidance counselor.

7. The **College** will provide all faculty members a copy of course plans and objectives for the college course they are teaching, In addition, faculty shall be provided with information on additional requirement relating to Rule 6A-10.030, F.A.C., if applicable. All course objectives and identified competencies must be included in the course plan and covered per the syllabus during the term.

   Faculty members will be required to submit a course syllabus which will be reviewed by the College prior to the start of each term. Content of the syllabus must meet the same criteria as required for all college courses offered by the College. The syllabus will be kept on file at the College. Each faculty member should also submit a faculty schedule which will include the days and times the college course(s) will be taught, as well as the faculty member's designated office hours.

8. The following curriculum standards for course content, syllabi, exams, and grades shall apply to college credit Dual Enrollment:

   a. Dual Enrollment classes taught on the high school campus must meet all competencies expected and outlined in the postsecondary course plan. To ensure equivalent rigor with on-campus courses, the **College** shall be responsible for developing and providing a comprehensive end-of-course assessment or a series of expected learning outcomes in accordance with **SACSCOC**. Assessments shall be provided to the high school campus in a timely manner to ensure availability prior to scheduled administration dates.

   b. Textbooks and instructional materials used in Dual Enrollment courses must be comparable with those used with other postsecondary courses at postsecondary institutions with the same course prefix and number. The **College** will advise the **School Board** of instructional material requirements as soon as it becomes available, but no later than one term prior to a course being offered.

   c. Course requirements such as tests, papers, or other assignments for Dual Enrollment students must be at the same level of rigor or depth as those for non-Dual Enrollment postsecondary students. All faculty teaching Dual Enrollment courses must observe the **College** procedures and deadlines for submission of grades in the appropriate format. All faculty members will be advised of the **College**-wide grading guidelines prior to teaching a Dual Enrollment course.

d. The **School Board** will ensure there are minimal interruptions of instructional time. A student shall lose eligibility to participate in the Dual Enrollment Program if a student is being disruptive to the learning process, such that the progress of other students and the efficient administration of the course are hindered. Dual Enrollment courses may not be combined with other high school courses, except in accordance with Section 1007.272, Florida Statutes.

E. COST

1. A student who is enrolled in a dual enrollment or early admission program through a public postsecondary institution or state university is exempt from the payment of tuition and fees, pursuant to §1009.25, F.S. The fee exemption includes application, registration, tuition, and laboratory fees for courses taken through dual enrollment.

2. For dual enrollment courses offered on a public postsecondary institution campus, the **School Board** pays the standard rate of tuition per credit hour from the Florida Education Finance Program (FEFP). Currently, the standard rate of tuition at a public postsecondary institution is **$71.98** per credit hour. This cost is associated with dual enrollment students taking classes on the **College** campus and/or taking online classes through the **College.**
3. For dual enrollment courses offered on the high school campus by college faculty, the **School Board** must reimburse the **College** for costs associated with the proportion of salary and benefits to provide instruction. When dual enrollment courses are provided on the high school campus by a high school teacher, the **School Board** is not responsible for payment to the **College.**

4. For dual enrollment students enrolled in programs leading to a career certificate or applied technology diploma, the standard rate of tuition currently is **$2.33** per contact clock hour.

5. The **School Board** will only pay the standard rate of tuition from funds provided in the Florida Education Finance Program to the **College** during fall and spring terms. The **School Board** does not pay the **College** the standard rate of tuition during the summer terms, as FEFP funds are not provided to the **School Board** during the summer. This does not preclude the **College** from offering dual enrollment courses during the summer terms. **Beginning Summer 2021, summer enrollment for Dual Enrollment students will be limited to 2 courses.**

6. The Board of Trustees at the **College** shall establish, publish, collect, and budget student fees, and shall establish dates for paying fees. The dates shall be not later than the last day of the drop and add periods established by the Board. When the **College** has a written promise of payment from business, industry, government unit, nonprofit organization, or civic organization, fees may be deferred as determined by the **College** Board of Trustees.

7. Various sponsors and agencies agree in writing to pay for a student's tuition, fees, books, and/or supplies. These agreements take the form of letters, purchase orders, memos of understandings, formal contracts and/or authorization documents which stipulate the education expense that the agency or sponsor will pay.

8. Students with funding for tuition and fees from sponsoring agencies or organizations must have a written authorization (verbal agreements are unacceptable) from the agency on file with the business office before the student's tuition and fees may be incurred. Once the authorization is on file, tuition, fees and book costs of the student will automatically be applied to the sponsor's account and an invoice generated to the sponsor for payment.

9. Charges for tuition, fees, books and supplies may be deferred and held in accounts receivable from the last day of any registration period up to sixty (60) days but not beyond the end of the class for those students for whom the **College** has received a written authorization for payment from a business, industry, governmental unit, non-profit organization, or civic organization.

   - Faculty supplied by the **College** will be compensated directly by the **College** in accordance with the appropriate college salary schedule.
   - The **School Board** shall provide Dual Enrollment instructional materials, including electronic access codes for textbooks, at the start of classes each semester, and accounting for Dual Enrollment instructional materials shall be accomplished as follows:

     a. All instructional materials purchased under the Dual Enrollment Program shall be administered as provided in § 1007.271, F.S.

     b. Students shall return instructional materials at the end of each term as provided in **School Board** procedures.

     c. Instructional materials will be stored according to **School Board** procedures, and shall be reissued to students during subsequent terms.

     d. The sale of all instructional materials purchased under § 1007.271, F.S., will be in accordance with state guidelines for the disposal of such materials.

     e. The proceeds from the sale of such instructional materials will be used to purchase instructional materials for public school students.

     f. The selection of textbooks and instructional materials for college courses is the responsibility of the full-time **College** faculty. The faculty always seeks to adopt the most effective instructional materials, changing textbooks only to improve these materials. Faculty will have no control over publishers' edition changes and in such cases usually allow students to use the previous edition of the textbook.

     g. Textbooks and associated electronic access codes must be purchased by the **School Board** each term. **College** textbook **vouchers should not be used** to purchase miscellaneous consumable materials or supplies for students. Aware of rising textbook costs, and noting that the average life of a textbook adoption presently approximates three years, the faculty will make every effort to continue to use adopted textbooks as long as they believe them to be the best available. A

Textbook Approval Form has been adopted so a department and/or instructor can request a change in textbook, which the **College** Textbook Committee will review to approve or disapprove. However, the **College** does not guarantee that an adopted textbook will remain in service for a stated period of years.

h. Any other financial consideration shall be as required by current state law or as amended as such.

F. ENROLLMENT PROCEDURES

1. The Director of Enrollment Management and Director of Dual Enrollment and Career Services shall coordinate the admission of Dual Enrollment students.

2. The **College** will provide academic advisement services regarding the **College**'s educational programs to students participating in the Program.

3. All students must complete a **College** Dual Enrollment/Early College Application for Admission form by the dates listed above in Students Eligibility Criteria, B2(d).

4. All students must complete their registrations, with guidance counselor approval, for each term through their MyFGC accounts no later than the published dates in the **College** Academic Calendar.

5. Approval and acceptance of the Dual Enrollment registration by the high school representative will constitute recertification of the student's Dual Enrollment eligibility.

6. Students seeking academic modifications due to a disability are required to register with the Accessibility Services Office (ASO). They should make an appointment to meet with the **College** Director of Testing and Accessibility Services and provide recent, relevant and comprehensive documentation from an appropriate health care provider or professional. While an Individualized Educational Plan (IEP) may be provided, the IEP and the 504 Plan are not generally considered adequate documentation, services may be provided to support accommodations received at the High School. The **College** and High School will work in cooperation to provide the appropriate services the student will need based on the delivery mode of the course (i.e., classroom, online, hybrid).

7. The **College** Dual Enrollment course report will be provided to the high schools for textbook review.

8. The student must complete all sections of entry-level examinations required per Section 1008.30, Florida Statutes and the **College**. Students must satisfy the college preparatory testing requirements of Rule 6A-10.0315, F.A.C., which is hereby incorporated by reference. Students, who have been identified as deficient in basic competencies in one of the areas of reading, writing, or mathematics, as determined by scores on a postsecondary readiness assessment, shall not be permitted to enroll in college credit courses in curriculum areas precluded by the deficiency. **Eligible test scores for all three (3) sections are required to participate in Dual Enrollment starting Fall 2020.**

9. Students making any schedule changes must have approval by the high school counselor and the **College** Director of Dual Enrollment and Career Services. The student must return any books for courses they are not registered in to the individual specified by **School Board** procedure. Note: If a student withdraws from high school courses in their school district, the high school counselor must also complete withdrawal paperwork for any college Dual Enrollment courses in which the student was enrolled. An exception to this could be made if a student requests to continue in the college course(s), and the student's new school district high school principal or his/her designee provides written permission to the **College**. *No student may withdraw from a course for any reason after the withdrawal deadline (determined by the Academic Calendar).*

10. Students who register for classes are responsible for their grades associated with those classes. Students who decide not to attend or wish to withdraw from a class are responsible for dropping or withdrawing from the class by the appropriate published date. Students who have been reported by their instructor as never attending during the first and second week of the add/drop period should be automatically dropped from their classes when course section rosters are returned to the **College** Enrollment Services Office by the third week of the semester. Therefore, since students may or may not be automatically dropped, it would be in the student's best interest to be responsible for initiating the withdrawal action. Notification of any dual enrollment student dropped by Enrollment Services Office will be sent to the Director of Dual Enrollment and Career Services, who will then notify the high school guidance counselor immediately. Any student not dropped or withdrawn from a course by the published date will remain officially registered and will be assigned an earned letter grade at the end of the semester.

11. Students will be permitted to use ACT or SAT scores for placement into college-level courses. Students who place into Pre-Calculus (MAC 1140) or higher through ACT or SAT scores are required by the **College** to complete the Math sub-test of the PERT (Postsecondary Education Readiness Test) for placement.

12. Dual Enrollment students shall be subject to all **College** policies and procedures that apply to other students. As with all students, official final high school transcripts must be on file with the **College** Enrollment Services Office prior to students being admitted as standard students. Summer A admission after the students last eligible term as DE will only be granted under certain special circumstances which will be reviewed by the Director of Dual Enrollment and Career Services. Students will need to complete a Standard Application, Residency Declaration form, and a letter from the High School stating the student will be graduating from High School will need to be brought to Enrollment Services to convert the student for Summer A. Enrollment for Summer A will be granted to those students that will be graduating with a degree after completion of the term. Students not completing a degree will be admitted for Summer B when their official High School transcripts have been received and reviewed.

13. Students must conform to all Dual Enrollment policies and procedures established by their high schools. All statutory requirements must be met prior to any student continuing in the program. SLS 1501 is a General Education social science course required for all

students earning an AA degree. This course must be taken within a student's first year in the Dual Enrollment Program.

14. Students are not permitted to enroll in independent study courses except for special circumstances. Special circumstances are to be determined by the appropriate **College** Vice-President.

G. INSERVICE

The **College** agrees to cooperate with the **School Board** in offering in-service that will be mutually beneficial to all concerned. This in-service may be conducted at either the **College** campus, District school campus, or other site mutually agreed upon.

H. TRANSPORTATION

The student shall be responsible for providing transportation if the Dual Enrollment instruction is conducted at a facility other than the high school campus.

Dual Enrollment Program Code of Academic Ethics

The faculty of FGC is committed to a policy of honesty in academic work. Conduct which may be subject to administrative and/or disciplinary penalties, up to and including suspension or expulsion, includes:

1. **Dishonesty** is cheating of any kind with respect to examinations, course assignments, or illegal possession of examination papers. If you help another student cheat, you will be subject to the same penalties as the student who is assisted.

2. **Plagiarism** is the deliberate use and appropriation of another's work without identifying the source and then passing off such work as your own. If you fail to give full credit for ideas or materials taken from another, you have plagiarized.

In case of dishonesty or plagiarism: The instructor will take academic action consistent with **College** policy that may result in loss of credit for a specific course and removal from the Dual Enrollment Program. The student will be required to meet with the Associate Dean for review.

Dual Enrollment Program Code of Conduct

1. Attendance at FGC is a privilege, and to maintain the college ideals of scholarship and character development, the right is reserved to withdraw any student at any time for any reason deemed sufficient, and the student concedes this right to the college.

2. Each registered student assumes the responsibility to become familiar with and to abide by the general regulations and rules of conduct of the college.

    - Disruptive behaviors, if they take place on our campus or at our off-campus college centers, may lead to suspension or dismissal from the college.

    - Any of the following violations may constitute a form of disruptive behavior:
        - Cheating in any form
        - Deliberate interference with the rights of others
        - Behavior that intentionally acts to impair, interfere with, or obstruct the orderly conduct, processes, and functions of the college. This applies to acts conducted at our college campus or any off-campus college center.

SECTION II

DUTIES OF THE ARTICULATION COMMITTEE

1. The Articulation Committee will be composed of school district administrators and guidance counselors representing the five county district area, **College** administrators, and the **College** Director of Dual Enrollment and Career Services.

2. The Articulation Committee shall meet at least twice a year.

3. The committee shall prepare the Dual Enrollment Articulation Agreement.

4. The committee shall develop mechanisms and strategies for reducing the incidence of postsecondary remediation in math, reading, and writing for first-time enrolled recent high school graduates based upon the findings in the Postsecondary Readiness for College Report produced pursuant to § 1008.37, F.S.

5. The committee annually shall analyze and assess the effectiveness of the mechanisms toward meeting the goal of reducing postsecondary remediation needs.

6. The Committee shall annually present to the **College** Board of Trustees and to the District **School Board** the results of this assessment via the Vice President.

(See Appendix Three for 2021 - 2022 plan of strategies and mechanisms for reducing the incidence of postsecondary remediation in math, reading, and writing for first time enrolled recent high school graduates.)

SECTION III

INITIATION OF COURSES

It is agreed that neither the **College** Board of Trustees nor the District **School Board** shall initiate a program or course that is not part of a program, until such has been incorporated into this Dual Enrollment Articulation Agreement.

SECTION IV

ACCOUNTABILITY & ASSESSMENT

These provisions shall not prevent a **Board** assigned responsibility for one or more of these programs from developing joint programs or contracting for specific instructional services with another Board or agency, subject to review by the two local education agencies.

For each of these programs, all related enrollment projections, FTE reports, cost analyses, and other elements required for the allocation of funds shall be the sole responsibility of the assigned **Board** unless herein indicated.

The following accountability and assessment standards shall apply to college credit Dual Enrollment:

The **College** shall analyze student performance in Dual Enrollment to ensure the level of preparation and future success is comparable with non-Dual Enrollment students. Analyses and recommendations shall be shared and reviewed with the principal and **School Board**.

The **School Board** shall analyze course and instructor evaluations for Dual Enrollment courses on the high school campus. Analyses and recommendation shall be shared and reviewed by both the **College** and **School Board**.

Any course, discipline, college, or system-wide assessment that the **College** requires in non-Dual Enrollment sections of a course shall also be used in all Dual Enrollment sections of the course.

The **College** shall compare student performance, to include final grade and exam, of Dual Enrollment course offerings on the high school campuses and college campuses to ensure that results are comparable to non-Dual Enrollment sections. Results will be made available to the principal, local school district, the **College** president, and DOE.

SECTION V

Administration of the Florida Postsecondary Education Readiness Test to Public High School Students

Purpose of Agreement

The purpose of this Agreement is to establish specifications for a testing program for the purpose of supporting the high school students as allowed by the provisions of Rule 6A-10.0315, FAC, and Title: XLVIII, Chapter 1008.30 (3) FS K-20 Education Code, between the **College** and the **School Board**.

A. PURPOSE OF TESTING PROGRAM

The purpose of the testing program is to provide the high school students with information and materials designed to meet testing needs of the students in preparing them or to determine the need for remedial instruction prior to enrolling in postsecondary education courses, counseling concerning future college and career planning, and eligibility for Dual Enrollment and Gold Seal Scholarships.

Per State Board Rule 6A-10.0315, F.A.C., Florida high schools will administer the PERT. The **College** will provide TABE testing for the high school students at no cost to the student or the **School Board**. The **College** will continue to support this effort by on-line practice tests, learning modules, and e-books for test preparation.

For testing at the high school, the **School Board** will:

1. be responsible for informing students about the test administration
2. make any unusual test site accommodations for disabled students.

For testing at the **College** test center, the **School Board** will:

1. notify students requesting ADA accommodations for TABE testing to contact the Accessibility Services Office (386-754-4219) prior to making a testing appointment.
2. students should schedule testing through FGC Test Center webpage. Test dates for the current term can be found on the DE webpage.
3. provide documentation needed for testing in the **College** test center.
4. Provide Test Voucher from the Guidance Office

B. RETESTING

High school students who do not have the required scores on the ACT or SAT subtests to be placed in college-level courses need to contact their guidance office about taking the P.E.R.T. test and obtain a Test Voucher. If the student elects to take the TABE test at the **College**, they will be required to obtain a Test Voucher from the guidance office certifying they are eligible to test at the **College**. Students are permitted to test two times per term for eligibility.

P.E.R.T. records and test scores are considered confidential educational records under § 1002.221, F.S. The **College** shall accept the test scores from the Public High School transcript as an official record of scores and comply in maintaining confidentiality of these records

SECTION VI

EFFECTIVE DATE

This resolution and the policies and allocation of responsibility shall be effective upon being signed by the District **School Board**, the **Superintendent** and the **College** President, but shall be executed before registration for the fall term of the following school year. Additions and deletions may be made at any time upon the mutual agreement of the **College** President and the District **Superintendent**. Courses and programs are to be incorporated into the agreement before instruction begins.

This Agreement shall be valid for the 2021 - 2022 academic school year.

This agreement will be in effect from July 1, 2021 to June 30, 2022 and may be renewed annually upon mutual written consent of both parties.

IN WITNESS WHEREOF, the out of district **School Board** of Suwannee County, the **Superintendant** of the Suwannee County School District, and the District Board of Trustees of the **College** have adopted this Agreement and caused it to be executed in accordance with §§1001.64-1001.65, F. S., Dual Enrollment Articulation Agreements.

_____ _____

Date **President**, Florida Gateway College

_____ _____

Date **Chairperson**, Suwannee County School Board

_____ _____

Date **Superintendent**, Suwannee County School District

"Approved as to Form and Sufficiency

BY_____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

APPENDIX ONE

DUAL ENROLLMENT ADMISSIONS REQUIREMENTS

Florida Statute 1007.271(7) states:

Career Dual Enrollment shall be provided as a curricular option for secondary students to pursue in order to earn industry certifications adopted pursuant to §1008.44, F.S., which count as credits toward the high school diploma. Career Dual Enrollment shall be available for secondary students seeking a degree and industry certification through a career education program or course. More information can be found at Florida Department of Education, Career Dual Enrollment.

DUAL ENROLLMENT APPROVED COURSES

There are hundreds of rigorous courses available to students through dual enrollment. The *Dual Enrollment Course—High School Subject Area Equivalency List,* which is updated annually and approved by the Articulation Coordinating Committee (ACC) and the State Board of Education, is a tool that identifies dual enrollment courses guaranteed to satisfy specific high school graduation subject area requirements.

Additional dual enrollment courses that are not included on the *Dual Enrollment Course—High School Subject Area Equivalency List* may be offered. Any dual enrollment course not on the equivalency list must count, at a minimum, as an elective toward high school graduation. There is no explicit limitation in statute regarding the number of high school elective credits a student may earn through dual enrollment. However, the **School Board** is not prohibited from granting subject area credit for those courses not included on the list, if appropriate.

*Note: Current law allows for any course in the Statewide Course Numbering System, with the exception of developmental education, physical education skills, and recreation courses, to be offered as dual enrollment courses.

DUAL ENROLLMENT SCHEDULING OF COURSES

The **College** is continuing to be proactive in developing new courses. However, the availability of the **College** programs and course offerings are contingent upon student interest and demand.

DUAL ENROLLMENT APPROVED PROGRAMS

The DE Approved Programs of Study are:

Associate in Arts (A.A.): Freshman and sophomore years of a four-year bachelor degree comprised of general education and elective courses. Intended for students wishing to transfer to an upper division college.

Program	Credits	Program Code	Separate Program App
Associate in Arts, A.A.	60	AAGS	-

Health Sciences – Limited Access Programs: These areas of focus allow for application into a limited access health sciences program. Please check the catalog for specific program information.

Pre-requisites for the following AS programs may be completed within the DE program when declared as an AA student.	Credits	Program Code	Separate Program App
AA – Health Sciences / Emergency Medical Services A.S.	73	AAEM	Yes
AA – Health Sciences / LPN to RN Bridge Fast-Track A.S.	72	AAFD	Yes
AA – Health Sciences / LPN to RN Bridge Traditional A.S.	72	AATD	Yes
AA – Health Sciences / Physical Therapist Assistant A.S.	74	AAPT	Yes
AA – Health Sciences / Registered Nursing A.S.	72	AARN	Yes

Associate in Science (A.S.): Two-year degree designed for students to enter careers in business, health, technical, industrial or public service fields. Some A.S. programs also transfer to colleges and universities for further degree opportunities.

Program	Credits	Program Code	Separate Program App
Biotechnology A.S. *(partnership with SFC)*	42	BIOT	-
Business Administration A.S.	60	BAVM	-
Computer Information Technology A.S.	60	CITN	-
Computer Programming and Analysis A.S.	60	CPVM	-
Criminal Justice Technology A.S.	60	CRJL	-
Digital Media and Design A.S.	60	DMDA	-
Early Childhood Education A.S.	60	EECE	-
Environmental Science Technology A.S.	60	ENST	-
Health Information Technology A.S.	70	HIMT	-
Respiratory Care A.S. *(partnership with SFC)*	19	RCTT	-
Veterinary Technology A.S. *(partnership with SPC)*	22	VETT	-

Applied Technology Diploma (A.T.D.): Occupational training programs that lead to employment in a specific career fields and transfers to an A.S. degree.

Program	Credits	Program Code	Separate Program App
Medical Coder/Biller A.T.D.	37	MCDG	-

College Credit Certificate: Programs that are generally one year or less and designed for students wishing to quickly transition from education into work.

Program	Credits	Program Code	Separate Program App
Accounting Technology	28	ACGC	-
Business Management	25	SBMD	-
Child Care Center Management	12	CCCM	-
Computer Office Specialist with Programming	18	COSP	-
Computer Support Specialist with Programming	33	CSSP	-
Emergency Medical Technician – Basic	12	EMBD	Yes
Horticulture	18	HORT	-
Network Infrastructure	21	CSNI	-
Paramedic	42	PARD	Yes
Video Game Design	24	CGAC	-
Water Quality Technician	12	WQTC	-

Occupational Certificate: Clock hour programs that lead to professional licenses or certifications.

Program	Age Restriction	Credits	Program Code	Separate Program App	High School Required
Commercial Heating and Air Conditioning Tech	16	45	ACRV	-	-
Firefighter Minimum Standards	18	14.6	FIRF	Yes	Yes
Welding Technology	16	35	WTVC	-	-

APPENDIX TWO

DUAL ENROLLMENT ELIGIBLE TEST SCORES

Test Type	Reading	Writing	Math
PERT	106+	103+	114+
ACT	19+	17+	19+
SAT	24+	25+	24+

Note:
A student must pass ALL sections of a college placement test (reading, writing and math) to be eligible for the Dual Enrollment program.

TEST OF ADULT BASIC EDUCATION GRADE LEVEL REQUIREMENTS

The students in the following programs must be tested using the TABE and achieve these specified skills levels or be remediated until meeting the required grade level equivalents on retests. The required grade level equivalent on the TABE, which must be achieved for each certificate program, is as follows:

PROGRAM	CODE	Score Requirement			Level
		READ	MATH	LANG	
Air Conditioning & Heating Technology	ACRV	576	627	584	D
Welding Technology Basic Welding Technology Advanced	WTVC AWTC	576	596	584	D
Firefighter / EMT	FFEA	597	627	608	A

APPENDIX THREE

During the 2021 - 2022 school year, the five school districts and the **College** will:

- Schedule a fall and spring meeting of the Articulation Committee to revise the articulation agreement utilized by the **College** and the school districts.

- Expand the **College** "Career Days" activities for secondary school students on campus to include middle school as well as high school students.

- Use the **College** Testing Center to help students access the Test Center web page to download study guides for the PERT.

- Provide the teachers in the **College's** School District through the Education Preparation Institute with:
  *Alternative certification
  *Professional development for recertification or endorsements
  *Hours towards specific certification or certification deemed necessary by State/School District

Florida Gateway College is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award baccalaureate and associate degrees. Contact the Southern Association of Colleges and Schools Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call 404-679-4500 for questions about the accreditation of Florida Gateway College.

FGC will adhere to all applicable federal, state, and local laws, regulations, and guidelines with respect to providing reasonable accommodations as required to afford equal educational opportunity. Students may obtain further assistance and information by calling the Director of Testing and-Accessibility Services, at (386) 754-4215. The Accessibility Services Office is located in Building 007, 149 SE College Place, Lake City, Florida 32025.

Florida Gateway College does not discriminate in education or employment related decisions on the basis of race, color, ethnicity, national origin, gender, religion, disability, age, marital status, genetic information, sexual orientation, pregnancy, or any other legally protected status in accordance with the law. The equity officer is Sharon Best, Executive Director of Human Resources, 149 SE College Place, Lake City, FL 32025, and may be reached at (386) 754-4313.

FGC is an Equal Access/Equal Opportunity Institution.

DUAL ENROLLMENT ARTICULATION AGREEMENT BETWEEN

THE DISTRICT BOARD OF TRUSTEES OF NORTH FLORIDA COLLEGE

and

THE DISTRICT SCHOOL BOARD OF Suwannee County

This agreement is entered into by and between the District Board of Trustees of North Florida College, Madison, Florida, hereinafter referred to as the "College," and the District School Board of Suwannee County, hereinafter referred to as the "School Board,"

WHEREAS, pursuant to §1007.271, Florida Statutes, each school district and the community college which serves it must enter into a dual enrollment articulation agreement; and

WHEREAS, the State Board of Education has promulgated SBE Rule 6A-10.024 providing for inter alia, the establishment of joint articulation programs and agreements for college-level instruction for high school students; and

WHEREAS, the parties hereto believe that the adoption of an articulation plan will provide enhanced learning opportunities for qualified students through the efficient use of the College's programs and resources;

NOW, THEREFORE,

The College and the School Board do hereby agree as follows:

There shall be an Articulation Council composed of no fewer than four members. The College representatives shall be the Dean of Academic Affairs, the Director of Curriculum and Instruction, the Director of Dual Enrollment, and the Dual Enrollment Coordinator. The Suwannee County School Board representatives shall be the High School Principal, Curriculum Coordinator and Guidance Counselor or designee.

The Articulation Council will submit the articulation agreement to the College President and the Suwannee County School District Superintendent for review and final approval prior to submission to the College Board of Trustees and to the Suwannee School Board. Upon signature, the Agreement will be in effect until July 31, 2022. The Articulation Council will review the Dual Enrollment Articulation Agreement during the spring semester of each year. The Articulation Council will be responsible for recommending changes in the agreement to the College President and to the Suwannee District School Superintendent.

The College President will designate an individual responsible for administrative oversight of the dual enrollment program. The responsibilities include registration, drop/add, attendance verification, and monitoring the program in general.

1. Ratification or modification of all existing articulation agreements.

This agreement shall be in effect from the date of entering into this agreement until July 31, 2022. It shall replace all previous dual enrollment articulation agreements between the parties.

2. A description of the process by which students and their parents are informed about opportunities for student participation in the dual enrollment program.

It is the responsibility of the district schools to inform students of the availability of the dual enrollment program, requirements, and currently offered courses through educational planning and guidance process. Each school will advertise dual enrollment through a variety of methods. The district schools shall inform all eligible secondary students and their parents of dual enrollment as an educational option, including eligibility criteria and the process by which students and parents exercise their option to participate.

NFC shall work with the district schools to provide a live schedule of classes on the NFC website and will be available to communicate directly with parents and students about dual enrollment options. For information about NFC's Dual Enrollment program call the Office of Dual Enrollment at 850-973-1628 or 850-973-9490. The district's schools will allow College personnel reasonable access to the schools and students for purposes of program information and dissemination. The district will provide staff to assist College personnel with facilities and requested instructional equipment.

3. A delineation of courses and programs available to students eligible to participate in dual enrollment.

For the purposes of the dual enrollment articulation agreement, the programs articulated under this agreement include:

A. Dual Enrollment §1007.271, Florida Statutes

1. Section 1007.271(1) of Florida Statutes says that a "dual enrollment program is the enrollment of an eligible secondary student or home education student in a postsecondary course creditable toward high school completion and a career certificate or an associate or baccalaureate degree. A student who is enrolled in postsecondary instruction that is not creditable toward a high school diploma may not be classified as a dual enrollment student."

2. Students are permitted to enroll in these programs in fall and spring terms during school hours and after school hours. In addition, eligible secondary school students shall be permitted to enroll in eligible courses regardless of delivery method. Any student so enrolled shall be exempt from the payment of registration, matriculation, and laboratory fees.
3. Part time Dual Enrollment may take up to 11 credit hours per term.

B. Early Admission Dual Enrollment, §1007.271(10), Florida Statutes

Early admission is a form of dual enrollment through which eligible secondary students enroll in a post-secondary institution on a full-time basis [minimum of 12 credit hours and a maximum of 15 credit hours per term] in courses that are creditable toward the high school diploma and the associate degree. Students who wish to register for more than 15 credit hours per term need permission of the Dean of Academic Affairs.

C. Career Dual Enrollment, §1007.271(7), Florida Statutes

1. Career dual enrollment was established by the Legislature as a positive measure to expand the scope of the dual enrollment program. Students may take up to 330 vocational clock hours per term part time Career Dual Enrollment.
2. This type of dual enrollment shall be provided as a curricular option for eligible secondary students to earn industry certifications pursuant to 1008.44, FS which count as credits toward the high school diploma.
3. For 2021-2022, CWE (Career and Workforce Education) programs available for eligible secondary students are Advanced Manufacturing and Production Program (AMPT) and CMS Correctional Basic Recruit Training Program.

D. Career Early Admission, §1007.271(11), Florida Statutes

Career early admission is a form of career dual enrollment through which eligible secondary students enroll full-time (361- 480 clock hours per term) in postsecondary programs leading to industry certifications, as listed in the Postsecondary Industry Certification Funding List. Students who wish to register for more than 480 vocational clock hours per term need permission of the Dean of Academic Affairs. "Participation in the career early admissions program is limited to students who have completed a minimum of 4 semesters of full-time secondary enrollment, including studies undertaken in the ninth grade" per Florida Statute section 1007.271(11). For 2021-2022, CWE (Career and Workforce Education) programs available for eligible secondary students are Advanced Manufacturing and Production Technology Program (AMPT) and Early Childhood Professional Certificate (ECPC).

E. Collegiate High School Program, §1007.273, Florida Statutes

The collegiate high school program is an option for public school students in grades 11

or 12 to participate in the program for at least 1 full school year, to earn CAPE industry certification pursuant to §1008.44, and to successfully complete 30 credit hours through the dual enrollment program under §1007.271 toward the first year of college for an associate degree while enrolled in the collegiate high school program.

North Florida College encourages students who wish to enroll in college credit courses to concentrate on general education courses. Students who intend to earn an Associate in Arts or Baccalaureate degree should carefully evaluate each course to determine its applicability to meeting degree requirements. College Credit Courses are defined as those courses that meet requirements for Advanced Technical Diplomas, College Credit Certificates, Associate in Arts, and Associate in Science.

Dual enrollment courses may be taken at the College or at the high school site or at any location where college courses are taught, subject to approval by the high school guidance counselor or designee. In addition, eligible secondary school students shall be permitted to enroll in eligible courses regardless of delivery method.

4. A description of the process by which students and their parents exercise options to participate in the dual enrollment program.

The high school will promote the dual enrollment program by informing students and their parents about the ramifications of taking college credit courses while in high school. The high school will provide parents and students who may be eligible to take dual enrollment courses the eligibility criteria to apply and register for College courses. Students will be responsible for completing the dual enrollment applications and returning the completed application to the high school counselor. The high school counselor will submit dual enrollment applications to the NFC Dual Enrollment Coordinator. Students will register for classes through their high school counselor; they may not register online or directly through NFC staff.

Application Process for New Dual Enrollment Students

Step 1: Meet with your high school guidance counselor to determine dual enrollment options.

Step 2: Meet required assessment testing (Appendix D).

Step 3: Complete the NFC dual enrollment application and give to your high school guidance counselor. Requires parent signature.

Step 4: The high school counselor will submit dual enrollment applications to the NFC Dual Enrollment Coordinator by August 1 for Fall 2021 and December 1 for Spring 2022. Completed applications will include the NFC application and test scores. The high school guidance will confirm the student has the appropriate class standing and test scores to be eligible for dual

enrollment prior to forwarding the application to NFC.

Step 5: Meet with you high school guidance counselor to assist with signing up for the appropriate course.

Step 6: Complete the NFC registration form. Guidance counselor signature required. Counselor will submit form to NFC for registration during published registration period. Certain Career and Workforce Education (CWE) programs have a separate application process. See an Academic Advisor for details.

Step 7: Confirm registration by logging into the NFC Information Network.

Step 8: Complete college courses with a grade C or better.

Withdrawing from Classes
Students must contact their guidance counselor to withdraw from classes. The guidance counselor will submit the withdrawal with required signature to the Dual Enrollment Coordinator to withdraw a student from class. Withdrawing from a course after the drop/add period counts as an attempt and a final grade of "W" will be reflected on the student's NFC transcript.

Maximum Age for Participation in Dual Enrollment
The maximum age for participation in dual enrollment is 19. Student must not be over age 19 by the first day of fall semester to participate in dual enrollment for that academic year. With extenuating circumstances, students may appeal the maximum age limit by submitting a written request to the Dean of Academic Affairs. The decision of the Dean is final.

Testing
For dual enrollment purposes, high school students may test in the NFC Testing Center or Live Oak Location. Set up an appointment by calling 850-973-9451 (NFC Testing Center) or 386-364-5093 (Live Oak Location) or emailing testing@nfc.edu. PERT Testing at the NFC Testing Center or Live Oak Location is limited to twice each semester. If ACT and SAT scores are used for placement, individual student score reports are now required. See Appendix D for minimum score requirements.

5. A list of an additional initial student eligibility requirements for participation in the dual enrollment program.

An eligible secondary student is defined in §1007.271(2), Florida Statutes, as a student who is enrolled in a Florida public secondary school or a Florida non-public secondary school. A non-public secondary school must be in compliance with §1002.42(2), Florida Statutes, and must conduct a secondary curriculum pursuant to §1003.428 or §1003.4282, Florida Statutes, in order for its students to be eligible to participate in a dual enrollment program. Confirmation of compliance must be provided to the College from the non-public institution. Evidence of

compliance can be a letter attesting that the non-public school complies or the receipt of actual documentation, i.e., catalogs, etc.

Students must meet the following eligibility criteria:

- Be enrolled as a student in a Florida public or nonpublic secondary school (grades 6-12), or in a home education program. The College limits eligible students in grades 6-8 to one course per semester. The number of semester hours that an eligible student in grades 9-12 enrolls each term is at the discretion of the high school counselor. The College recommends that eligible students in grades 9 and 10 limit coursework to two courses per semester and students in grade 11 limit coursework to three courses per semester.
- Achieve and maintain, with no exceptions, an unweighted 3.0 high school grade point average to enroll in college credit courses.
- Achieve and maintain, with no exceptions, an unweighted 2.0 high school grade point average to enroll in career dual enrollment courses.
- Students must achieve a minimum score for reading, writing, and math preparation through submission of appropriate placement test scores pursuant to Rule 6A-14.064, Florida Administrative Code (F.A.C.). No student shall be enrolled in a college credit course on a dual enrollment basis unless the student has demonstrated adequate preparation through submission of appropriate placement test scores in reading, writing and math. See Appendix D.
- Program admission requirements/exit requirements for CWE programs and other DE eligible limited access programs. The TABE can be exempted if the student meets cut score on a college placement test (ACT, SAT, PERT, or CPT). Students are responsible for costs for placement and/or exit tests.
- Cannot be scheduled to graduate prior to the completion of the dual enrollment course.

The high schools in Suwannee are responsible for ensuring completion of requirements for graduation from high school for students approved for early admission. The admission criteria and GPA requirements are the same as regular dual enrollment.

The student is responsible for applying for admission and meeting admission requirements prior to the published deadlines. Incomplete applications will cause delays that may prevent registration into the desired course or program.

The high school guidance office is responsible for verifying that the student has earned the required scores on the proper placement test(s) in order to register for a specific course(s). The guidance counselor or designee at the high school will sign the registration form to verify that the student is eligible to take the dual enrollment course(s).

Students enrolling in dual enrollment courses must identify a postsecondary educational objective. The Office of Dual Enrollment will work closely with students and high school guidance professionals in the development of student academic and education plans.

Students who enroll in college courses in the summer of their high school graduation must do so as degree seeking students rather than dual enrolled students unless the college course begins and ends prior to their high school graduation date and contributes to the requirements necessary for high school graduation.

6. A delineation of the high school credit earned for the passage of each dual enrollment course.

Any course that is contained within the common course numbering system shall be eligible if not specifically excluded by Florida Statute, State Board of Education Rule, District Board of Trustees Policy, or District Board of Education Policy. The high school credit awarded may be found in the 2021-2022 Dual Enrollment Course - High School Subject Area Equivalency List which is available at the Florida Department of Education website.
http://www.fldoe.org/core/fileparse.php/7744/urlt/ACCAgenda-Feb2021-AppA.pdf
2021-2022 Dual Enrollment Course-High School Subject Area Equivalency List (fldoe.org)

The high school guidance office is responsible for dual enrollment students as to the courses which may be used to meet high school graduation requirements.

7. A description of the process for informing students and their parents of college-level course expectations.

The high schools in Suwannee and NFC will work collaboratively to notify students and their parents of college-level course expectations. The college requires all first-time dual enrollment students to attend Dual Enrollment Orientation Session provided by the college. The College recommends all students be advised by an NFC academic advisor after earning at least 12 credit hours.

NFC will also inform students and parents of college-level course expectations using the course syllabus which is given to each student in each college-level course at the beginning of each semester. The Office of Academic Affairs shall determine course content in accordance with the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) criteria and select instructional materials. Course materials and class discussions may reflect topics not typically included in secondary courses which some parents may object to for minors. Courses will not be modified to accommodate variations in student age and/or maturity.

8. The policies and procedures, if any, for determining exceptions to the required grade point averages on an individual basis.

NFC does not allow exceptions to the GPA requirement as specified in Section 1007.271, F.S.

9. The registration policies/procedures for dual enrollment courses as determined by the postsecondary institution.

Student must complete their registration form with their high school guidance counselor. The form must be completed with all the required information about course reference numbers (CRNs). The completed registration forms will be given to the Dual Enrollment Coordinator who will register the students for courses that are available at the time the form is received. Students with incomplete applications for admissions, which includes all required signatures, will not be allowed to register. Students will also not be registered if they are missing any other pertinent information, such as test scores. The deadline for qualifying PERT scores for fall term is August 1. The deadline for qualifying PERT scores for spring term is December 1. It is the responsibility of the high school to ensure that all student registrations and test scores are in the Office of the Registrar prior to the published registration period. 2021-2022 Deadlines for High Schools are listed below.

2021-22 Deadlines for High Schools DRAFT

Fall 2021	**(Classes: August 19 – December 7. Exams: December 8-13)**
Registration	begins July 6
Dual Enrollment Application Deadline	August 1
Drop/Add	August 19 – August 25

Spring 2022	**(Classes: January 6 – April 27. Exams: April 28 – May 3)**
Registration	TBA
Dual Enrollment Application Deadline	December 1
Drop/Add	January 6 – January 12

10. Exceptions, if any, to the professional rules, guidelines, and expectations stated in the faculty or adjunct faculty handbook for the postsecondary institution.

NFC does not make any exception to rules, guidelines, or expectations for faculty members.

Criteria for Accreditation:

The selection, development, and retention of competent faculty at all academic levels are of major importance to the educational quality of dual enrollment programs. The Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) criteria require that NFC provide evidence that it has employed faculty members qualified to accomplish the purposes of the program and the institution as well as fulfill the intent of SACSCOC accreditation guidelines. Faculty must meet the requirements of SACSCOC criteria for academic

and professional preparation. According to SACSCOC, requirements for faculty teaching associate degree courses designed for transfer to a baccalaureate degree are as follows: doctorate or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (a minimum of 18 graduate semester hours in the teaching discipline). The credentials for all full- time and adjunct instructors in all programs will be maintained in the office of the Chief Academic Officer.

North Florida College will provide for the orientation, supervision, and evaluation of all full-time and adjunct instructors.

- The Director of Curriculum and Instruction, with the involvement of the appropriate department chair, will hold an orientation meeting for adjunct faculty. All adjunct faculty teaching dual enrollment courses are required to attend.
- The Director of Curriculum and Instruction will meet with or email the adjunct faculty at least once each term for the purpose of discussing and clarifying institutional policies and procedures as well as expectations.
- The Director of Curriculum and Instruction will partner the adjunct faculty member with a full-time faculty member in the same discipline who acts as a content "go to" person.
- The Director of Curriculum and Instruction will conduct periodic evaluations of the performance of adjunct faculty members. Such evaluations may include classroom visitations, assessment of instructional materials including tests and other measures of student progress, and student evaluations of instruction. These evaluations will be maintained in the Office of Academic Affairs.
- The faculty handbook is accessible through the NFC website. All faculty are expected to adhere to the professional guidelines, rules, and expectations therein.
- The student handbook is accessible through the NFC website. The student handbook details add/drop and withdrawal policies, student code of conduct, grading policies, critical dates, etc. All faculty are expected to adhere to the professional guidelines, rules, and expectations therein.

Personnel Assignments:

- The Dean of Academic Affairs will be responsible for approving faculty to teach dual enrollment courses. The high school is responsible for providing the College Chief Academic Officer with the graduate transcripts of a resident faculty member that it desires to put forward as a possible teacher of NFC courses.
- The faculty assigned to teach dual enrollment courses will meet SACSCOC criteria. The College will collaborate with the School Board in making faculty appointments to teach dual enrollment courses at the high school.
- School District personnel teaching dual enrollment classes on the high school campus during regular high school hours are paid by the school district.
- There will be an orientation for instructors assigned to teach dual enrollment courses.

This will be part of the College preplanning activities and will be directed by the Director of Curriculum and Instruction.

- The purpose of the orientation session will be to share important information and instructional materials that will support and enhance teaching effectiveness. Instructional effectiveness throughout the district remains a high priority for the College.

11. Exceptions, if any, to the rules, guidelines, and expectations stated in the student handbook of the postsecondary institution which apply to faculty members.

The NFC student handbook does not state any exception to rules, guidelines, or expectations for faculty members.

12. The responsibilities of the school district regarding the determination of student eligibility before participation in the dual enrollment program and the monitoring of student performance while participating in the dual enrollment program.

The high school will designate an individual responsible for serving as the contact person for dual enrollment. The high school will be responsible for the following administrative tasks:

- Identifying students who may be eligible for and benefit from dual enrollment;
- Verifying that the student is eligible to register for dual enrollment courses on the basis of documented placement test scores, high school GPA, and readiness for college.
- Ensuring that student registrations are in the Office of Dual Enrollment in accordance with the published registration period.
- Assuring reasonable access to schools and students by College personnel for purposes of program information and dissemination.
- Providing staff to assist College personnel with facilities and requested instructional equipment.
- Responding to requests for transcripts for dual enrollment students in a timely manner.
- Using College adopted textbooks and instructional materials.
- Adhering to the College calendar. (Appendix B)

The evaluation of students and the assigning of grades are the prerogatives and responsibilities of the faculty member assigned to teach the class in which the students are enrolled. The method for determining the final course grade, including activities to be graded and their respective weighting shall be specified in the course syllabus and distributed to the student. Any unavoidable changes to the grading policies in the syllabus must be communicated in writing to each student in the course. Instructors may assign only those grades specified in the catalog. The instructor of record must assign all grades in a given course.

All faculty at NFC send "early alerts" to academic advisors two times a semester when students are underperforming in class. The Dual Enrollment Coordinator will send the high school guidance office a copy of the unsatisfactory performance notice. If more information is needed, the Dual Enrollment Coordinator will contact the instructor.

If an emergency prevents the instructor from assigning final grades, the College department chair using original student records, course syllabus, and other appropriate information will assign final grades. Under such circumstances, a written explanation of the situation will be attached to the final grade roster.

A student may not be registered in one course and attend another course. (Assuming valid reasons for a change from the course for which the student registered, the Drop/Add Form must be processed to reflect the actual situation; such paperwork must be processed immediately, not at the end of the term.)

Students who earn a grade of D, F, or WF will not be able to register the following semester. After a one semester "sit out", the student may register with the approval of the high school counselor or designee. Courses in which a grade of D, F, or WF is earned may be repeated one time for grade forgiveness if approved by the high school counselor or designee and if the college GPA is 2.0 or higher.

If a dual enrolled student withdraws from a college credit course and receives the grade of "W," the high school guidance counselor or designee makes the determination whether or not the student registers the next term. Any student receiving a "W" grade in a course may repeat the course with the approval of the high school counselor or designee. Students are ineligible for dual enrollment if the college GPA is below 2.0 or cumulative high school GPA is below 3.0.

All grades, including "W" grades for withdrawal, count as course attempts and become part of the student's college transcript; they may affect subsequent postsecondary admission and financial aid. As dual enrolled, the student is limited to two attempts per course.

Eligible secondary students are entitled to participate in dual enrollment for a maximum of 70 credit hours. Students requesting to dual enroll in excess of 70 credit hours will be required to submit a written request to the Dean of Academic Affairs. The decision of the Dean is final.

Dual enrollment courses may be taken at the College or at the high school site or at any site where college courses are taught, subject to approval by the high school guidance counselor.

Students may lose the opportunity to participate in the dual enrollment program if they are disruptive to the learning process. Procedure is outlined in NFC's Student Handbook.

Regular and consistent attendance facilitates student success. Absences beyond the equivalent of two weeks of class are considered to be excessive and thus may impact a student's course

grade. Typically, two weeks of class would be 4 class meetings for a three-credit hour course on MW or TR. There are no "excused" absences. An absence is an absence, and students are responsible for material covered during their absence. In addition, if there is no verifiable participation within the first week of the term, the student will be dropped from the class for nonattendance. This includes all methods of delivery. CWE programs may have specific attendance policies. See course syllabi for specific information.

13. The responsibilities of the postsecondary institution regarding the transmission of student grades in dual enrollment courses to the school district.

The College will maintain official student records in the Office of the Registrar. The Office of Dual Enrollment will send student letter grades to the high school guidance office within ten (10) days of the last class day of the College term.

The College and the School Board shall jointly assume responsibility for the implementation and enforcement of any rights and responsibilities that arise by the creation, maintenance and use of any "records" and "reports" regarding any high school students enrolled in accordance with all applicable laws, including but not limited to §1002.22, Florida Statutes. Each shall be responsible for "records" and "reports" maintained, housed or stored by the respective institutions.

14. A funding provision that delineates costs incurred by each entity.

1. Florida Statute §1007.271(21)(n), Dual Enrollment Programs, requires school districts pay the standard tuition rate per credit hour to the College for dual enrollment instruction. The methodology for determining student cost is outlined in Appendix C.
2. The non-public secondary schools shall be held to the same statutory requirements regarding tuition payment to the College as the school districts.
3. For fall and spring terms, an invoice will be sent to the school districts and the non-public secondary schools at the conclusion of the college term's verification of class attendance. The invoice will reflect the total number of hours enrolled times the established tuition rate per credit hour as outlined in Appendix C. Payment is due upon receipt of the invoice.
4. School districts and non-public secondary schools will not be invoiced for students who drop college classes during the prescribed drop/add period.
5. School districts and non-public secondary schools will be invoiced for students who withdraw ("W" grade) during the withdrawal period as outlined in the academic calendar.
6. The College application fee will not be assessed while students participate in the Dual Enrollment Program. However, the application fee will be assessed when students enter a degree program at North Florida College following graduation from high school.
7. The School Board will provide the student with the required textbook(s) and other

instructional materials. The School Board will take ownership of the textbooks and other instructional materials at the time of purchase and will reuse the materials whenever possible in future dual enrollment courses, as long as they are required for such courses. NFC will provide a list of required textbooks for each course on the NFC website at least 45 days prior to the start of the term.

8. Consumable materials assigned for use with dual enrollment courses will be issued to students. The cost of these consumables will be included on the invoice sent to the school districts and the non-public secondary schools at the conclusion of the college term's verification of class attendance. Costs are outlined in Appendix C.

15. Any institutional responsibilities for student transportation, if provided.

The student, the parents of said student, or the school district shall provide transportation.

16. Special Populations.

1. Minority enrollment is encouraged in dual enrollment programs. High school guidance counselor or designee will ensure that minority students are provided information about the dual enrollment program, including the advantages afforded students who register for college courses while in high school.
2. Accommodation provisions will be individually determined by NFC according to Florida Statute and Florida Administrative Codes. NFC agrees to arrange and provide accommodations for dual enrolled students receiving instruction at any facility other that the high school. The School District agrees to arrange and provide accommodations for dual enrolled students receiving instruction on the high school campus. The high school guidance counselor will ensure that NFC's determinations are followed at the high school campus. The School District is responsible to ensure that the student receives all accommodations determined by NFC. If a high school student has a dedicated, paid staff member as an aid/assistant, the School District agrees to send that staff member with the student to NFC classes. NFC does not provide personal care attendants for students. Situations not covered by the above agreement will be discussed and decided on a case by case basis between the parties. Please contact the NFC Disability Resource Center (DRC) at 850-973-9403.

Appendix A

Dual Enrollment Eligible Degrees and Certificates

Associate in Arts Degree – A.A.

Associate in Science Degree – A.S.

- Accounting Technology
- Business Administration
- Criminal Justice Technology
- Emergency Medical Services
- Engineering Technology

College Credit Certificates

- Accounting Technology Management
- Accounting Technology Operations
- Accounting Technology Specialist
- Business Operations
- Human Resources Administrator
- Criminal Justice Technology Specialist
- Emergency Medical Technician (EMT-Basic)
- Engineering Technology Support Specialist
- Lean Manufacturing
- Pneumatics, Hydraulics and Motors for Manufacturing
- Medical Coder/Biller

Career and Workforce Certificates

- Advanced Manufacturing and Production Technology
- Florida CMS Correctional Basic Recruit Academy
- Early Childhood Professional Certificate (ECPC)

Prior to enrolling in a certification program, it is the student's responsibility to meet with a College Academic Advisor to ensure the student meets all eligibility requirements of the program. See the NFC College Catalog for current information.

Appendix B

North Florida College
2021 - 2022 Academic Calendar

TRADITIONAL TERM

Fall 2021	***Term I***
August 17 & 18	Faculty Planning Days
August 19	Classes Begin
Sept.6	LABOR DAY Holiday
Nov. 11	VETERANS DAY Holiday
Nov. 24,25 & 26	THANKSGIVING Holidays
Dec. 7	Classes End
Dec. 8 – 13	Final Exams
Dec. 15	Grades Due
Dec. 15, 17	Faculty Planning Days
Dec. 17	Term Ends. Commencement

Spring 2021	***Term II***
Jan. 4 & 5	Faculty Planning Days
Jan. 6	Classes Begin
Jan. 17	MARTIN LUTHER KING Holiday
Feb. 21	PRESIDENTS DAY Holiday
March 21 – 25	SPRING BREAK
April 21	Honors Convocation
Apr. 27	Classes End
Apr. 28 – May 3	Final Exams
May 5	Grades Due 4:00 pm
May 5, 6	Faculty Planning Days
May 6	Term Ends. Commencement

Summer 2021	***Term III***
May 9	Classes Begin
May 30	MEMORIAL DAY Holiday
July 4	INDEPENDENCE DAY Holiday
July 18	Classes End
July 19 & 20	Final Exams
July 25th	Grades Due. Term Ends

Appendix C

2021-2022 Academic Year
North Florida College
Dual Enrolled Cost

Taught on NFC Campus by NFC Instructor	**$71.98/credit hour/vocational credit hour**
Taught on School Board Campus by NFC Instructor	**$71.98/credit hour/vocational credit hour**

Video Conference Delivery from NFC Campus to High School Campus

Instructional Cost	71.98
Less Public School Instructional Cost for Facilitator - (($17.04 * 15 weeks)/13)*$1.0765)	21.16
Total Cost	**$50.82/credit hour/vocational credit hour**

Consumable Materials for EMT	
Background check and fingerprinting	60.00
Materials	156.00
Total	**$ 216.00***

***Evaluated annually. Pending NFC Board approval.**

Consumable Materials for Florida CMS Correctional Basic Recruit Training Program	
Introduction to Corrections (CJK-0300)	5.00
Communications (CJK-0305)	5.00
Officer Safety (CJK-0310)	5.00
Facilities and Equipment (CJK-0315)	5.00
Intake and Release (CJK-0320)	5.00
Supervising in a Correctional Facility (CJK-0325)	5.00
Supervising Special Populations (CJK-0330)	5.00
Responding to Incidents and Emergencies (CJK-0335)	5.00
CMS First Aid for Criminal Justice Officers (CJK-0031)	35.00
CMS Criminal Justice Firearms (CJK-0040)	600.84
CMS Criminal Justice Defensive Tactics (CJK-0051)	85.00
Officer Wellness and Physical Abilities (CJK-0340)	5.00
Uniforms and Books	182.81
Background check and Fingerprinting	60.00
Total	$1008.65*

*Evaluated annually. Pending NFC Board approval.

Consumable Materials for AMPT	
Solid Works Access Fee	42.00
MSSC Registration Fee	60.00
PSAV Activity Fee	5.00
Accidental Insurance	6.00
Supply Fees (tooling supplies, glasses, cutting fluid gloves, aprons, flash drives, CNC consumables, 3D printer filament)	100.00
Certification Exams ($45.00 X 4)	180.00
Total	$393.00*

*Evaluated annually. Pending NFC Board approval.

Appendix D

Dual Enrollment Eligibility and Placement Chart

Initial Eligibility Testing Requirements 2021-2022				
DUAL ENROLLMENT	**PERT**	**ACT**	**SAT**	**ACCUPLACER, Eff. Sept. 2019**
High school students must meet minimum reading, writing, and math scores to dual enroll.	Reading 106 Writing 103 Math 114	Reading 19 English 17 Math 19	Reading 24 Writ/Lang 25 Math 24	Reading 245 Writing 245 Q. Reas./Alg./Stat. 242

*Combination of scores accepted. Scores that are more than two years old may not be used for initial placement. (Florida Statute 1008.30)

Rule 6A-10.0315 Common Placement Testing and Instructions and Rule 6A-14.064 College Credit Dual Enrollment.

COURSE		COURSE TITLE	PREREQUISITE	OR	TEST SCORE
ENC	1101	Freshman English I	REA 0056 or 0054 -AND- ENC 0056 or 0054 Or ENC 0027 Or Older Courses: REA 0017C -AND- ENC 0025C	OR	READING: PERT Reading 106 ACT Reading 19 SAT Reading 24 ACCUPLACER Reading 245 -AND- WRITING: PERT Writing 103 ACT English 17 SAT Writing/Language 25 ACCUPLACER Writing 245
MAT	1033	Intermediate Algebra	MAT 0022 or 0056 Or Older Courses: MAT 0054 or 0028C	OR	PERT Math 114-122 ACT Math 19-20 SAT Math 24-26 ACCUPLACER Quant Reas/Alg 242
MGF MGF STA	1106 1107 2023	Liberal Arts Math I Liberal Arts Math II Intro College Statistics	MAT 0022 or 0056 Or Older Courses: MAT 0054 or 0028C -AND- Reading placement into ENC 1101	OR	PERT Math 114-122 ACT Math 19-20 SAT Math 24-26 ACCUPLACER Quant Reas/Alg 242 -AND- See ENC 1101 reading placement
MAC	1105	College Algebra	MAT 1033 -AND- Reading placement into ENC 1101	OR	PERT Math 123-150 ACT Math 21-36 SAT Math 26.5-40 ACCUPLACER Q. Reas/Alg/Stat TBD -AND- See ENC 1101 reading placement
MAC	1114 2140 2233	Trigonometry Precalculus Applied Calculus I	MAC 1105	OR	Dean Approval
MAC	2311	Calculus I	MAC 2140 -AND- MAC 1114	OR	Dean Approval
CCC PROGRAMS **(ex. EMT, Paramedic, Medical Coder/Biller)**			See College Catalog for Reading, Writing, and Math placement		

We, the undersigned representatives of North Florida College and the District School Board of Suwannee County, agree to the terms of the program specific component of this Dual Enrollment Articulation Agreement.

John Grosskopf, President
North Florida College

Date

Ted Roush, Superintendent
Suwannee County School District

Date

Ricky Lyons, Chair
District Board of Trustees
North Florida College

Date

Tim Alcorn, Chair
Suwannee County School Board

Date

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

SCSB ~~2021-75~~-2022-08 (~~REVISED/RENEWAL~~REVISED/RENEWAL)

DUAL ENROLLMENT ARTICULATION AGREEMENT BETWEEN

THE DISTRICT BOARD OF TRUSTEES OF NORTH FLORIDA COLLEGE

and

THE DISTRICT SCHOOL BOARD OF Suwannee County

This agreement is entered into by and between the District Board of Trustees of North Florida College, Madison, Florida, hereinafter referred to as the "College~~/~~," and the District School Board of Suwannee County, hereinafter referred to as the "School Board~~/~~."

WHEREAS, pursuant to §1007.271, Florida Statutes, each school district and the community college which serves it must enter into a dual enrollment articulation agreement; and

WHEREAS, the State Board of Education has promulgated SBE Rule 6A-10.024 providing for inter alia, the establishment of joint articulation programs and agreements for college-level instruction for high school students; and

WHEREAS, the parties hereto believe that the adoption of an articulation plan will provide enhanced learning opportunities for qualified students through the efficient use of the College's programs and resources;

NOW, THEREFORE,

The College and the School Board do hereby agree as follows:

There shall be an Articulation Council composed of no fewer than four members. The College representatives shall be the Dean of Academic Affairs, the Director of Curriculum and ~~Instruction~~Instruction, the ~~Dean of Director of Dual Enrollment and Student Services~~, and the Dual Enrollment Coordinator. The ~~SUWANNEE~~ Suwannee County School Board representatives shall be the High School Principal, Curriculum Coordinator and Guidance Counselor or designee.

The Articulation Council will submit the articulation agreement to the College President and the ~~SUWANNEE~~ Suwannee County School District Superintendent for review and final approval prior to submission to the College Board of Trustees and to the ~~SUWANNEE~~ Suwannee School Board. Upon signature, the Agreement will be in effect until July ~~31,2021~~31, 2022. The Articulation Council will review the Dual Enrollment Articulation Agreement during the spring semester of each year. The Articulation Council will be responsible for recommending changes in the agreement to the College President and to the ~~SUWANNEE~~ Suwannee District School Superintendent.

The College President will designate an individual responsible for administrative oversight of the dual enrollment program. The responsibilities include registration, drop/add, attendance verification, and monitoring the program in general.

INFO ONLY

1. **Ratification or modification of ~~all~~ all existing articulation agreements.**
This agreement shall be in effect from the date of entering into this agreement until July 31, ~~2020~~2022. It shall replace all previous dual enrollment articulation agreements between the parties.

2. **A description of the process by which students and their parents are informed about opportunities for student participation in the dual enrollment program.**
It is the responsibility of the district schools to inform students of the availability of the dual enrollment program, requirements, and currently offered courses through educational planning and guidance process. Each school will advertise dual enrollment through a variety of methods. The district schools shall inform all eligible secondary students and their parents of dual enrollment as an educational option, including eligibility criteria and the process by which students and parents exercise their option to participate.

NFC shall work with the district schools to provide a live schedule of classes on the NFC website and will be available to communicate directly with parents and students about dual enrollment options. For information about NFC's Dual Enrollment program, call the Office of Dual Enrollment~~Coordinator at 850-973-1628.~~ at 850-973-1628 or 850-973-9490. The district's schools will allow College personnel reasonable access to the schools and students ~~access to the schools and students~~ for purposes of program information and dissemination. The district will provide staff to assist College personnel with facilities and requested instructional equipment.

~~Dual enrollment courses may be taken at the College or at the high school site or at any location where college courses are taught, subject to approval by the high school guidance counselor or designee. In addition, eligible secondary school students shall be permitted to enroll in eligible courses regardless of delivery method.~~

3. **A delineation of courses and programs available to students eligible to participate in dual enrollment.**
For the purposes of the dual enrollment articulation agreement, the programs articulated under this agreement include:

A. Dual Enrollment §1007.271, Florida Statutes

1. Section 1007.271(1) of Florida Statutes says that a "dual enrollment program is the enrollment of an eligible secondary student or home education student in a postsecondary course creditable toward high school completion and a career certificate or an associate or baccalaureate degree. A student who is enrolled in postsecondary instruction that is not creditable toward a high school diploma may not

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be classified as a dual enrollment student."

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2. Students are permitted to enroll in these programs in ~~fall~~ fall and spring terms during school hours, ~~In~~ . In addition, eligible secondary school students shall be permitted to enroll in eligible courses regardless of delivery method. Any student so enrolled shall be exempt from the payment of registration, matriculation, and laboratory fees.
3. ~~3.~~ Part time Dual Enrollment may take up to 11 credit hours per term.

B. Early Admission Dual Enrollment, §1007.271(10), Florida Statutes

Early admission is a form of dual enrollment through which eligible secondary students enroll in a post-secondary institution on a full-time basis [minimum of 12 credit hours and a maximum of 15 credit hours per term] in courses that are creditable toward the high school diploma and the associate degree. Students who wish to register for more than 15 credit hours per term need permission of the Dean of ~~Enrollment and Student Services~~Academic Affairs.

C. Career Dual Enrollment, §1007.271(7), Florida Statutes

1. Career dual enrollment was established by the Legislature as a positive measure to expand the scope of the dual enrollment program. ~~,~~ Students ~~make~~ may take up to 330 vocational clock hours ~~perterm~~ per term part time Career Dual Enrollment.
2. This type of dual enrollment shall be provided as a curricular option for eligible secondary students to earn industry certifications pursuant to 1008.44 FS which count as credits toward the high school diploma.
3. For ~~2020-21~~2021-2022, CWE (Career and Workforce Education) programs available for eligible secondary students are Advanced Manufacturing and Production Program (AMPT), ~~Early Childhood Professional Certificate (ECPC),~~ and CMS Correctional Basic Recruit Training Program.

D. Career Early Admission, §1007.271(11), Florida Statutes

~~4.~~ Career early admission is a form of career dual enrollment through which eligible secondary students enroll full-time (361- 480 clock hours per term) in postsecondary programs leading to industry certifications, as listed in the Postsecondary Industry Certification Funding List. Students who wish to register for more than 480 vocational clock hours ~~perterm~~ per term need permission of the Dean of ~~Enrollment and Student Services~~Academic Affairs. ~~For 2020-21~~"Participation in the career early admissions program is limited to students who have completed a minimum of 4 semesters of full-time secondary enrollment, including studies undertaken in the ninth grade" per Florida Statute section 1007.271(11). For 2021- 2022, CWE (Career and Workforce Education) programs available for eligible secondary students are Advanced Manufacturing and Production Technology Program (AMPT), ~~Early~~ and Early Childhood Professional Certificate (ECPC).

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E. Collegiate High School Program, §1007.273, Florida Statutes

The collegiate high school program is an option for public school students in grades 11 or 12 to participate in the program for at least 1 full school year, to earn CAPE industry certification pursuant to §1008.44, and to successfully complete 30 credit hours through the dual enrollment program under §1007.271 toward the ~~firstyear~~ first year of college for an associate degree while enrolled in the collegiate high school program.

North Florida College encourages students who wish to enroll in college credit courses to concentrate on general education courses. Students who intend to earn an Associate in Arts or Baccalaureate degree should carefully evaluate each course to determine its applicability to meeting degree requirements. College Credit Courses are defined as those courses that meet requirements for Advanced Technical Diplomas, College Credit Certificates, Associate in Arts, and Associate in Science.

Dual enrollment courses may be taken at the College or at the high school site or at any location where college courses are taught, subject to approval by the high school guidance counselor or designee. In addition, eligible secondary school students shall be permitted to enroll in eligible courses regardless of delivery method.

4. A description of the process by which students and their parents exercise options to participate in the dual enrollment program.

The high school will promote the dual enrollment program by informing students and their parents about the ramifications of taking college credit courses while in high school. The high school will provide parents and students who may be eligible to take dual enrollment courses the eligibility criteria to apply and register for College courses. Students will be responsible for ~~obtaining~~ completing the dual enrollment applications and returning the completed epplication to the high school counselor. The high school counselor will submit dual enrollment applications to the NFC Dual Enrollment Coordinator. Students will register for classes through their high school counselor; they may not register online or directly through NFC staff.

~~Enrollment~~ Application Process for New Dual Enrollment Students

Step 1: Meet with your high school guidance counselor to determine dual enrollment options.

Step 2: Meet required assessment testing.** (Appendix D).

~~Step 3: The high school counselor will submit dual enrollment applications to the NFC Dual Enrollment Coordinator.~~

~~Step 4~~Step 3: Complete the NFC dual enrollment application and give to your high school guidance counselor ~~by published deadline~~. Requires parent signature.

Step 4: The high school counselor will submit dual enrollment applications to the NFC Dual Enrollment Coordinator by August 1 for Fall 2021 and December 1 for Spring 2022. Completed applications will include the NFC application and test scores. The high school guidance will confirm the student has the appropriate class standing and test scores to be eligible for dual

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enrollment prior to forwarding the application to NFC.

~~Step 5: If you have acceptable test scores on record (SAT, ACT, PERT, TABE), meet with your~~ Step 5: Meet with you high school guidance counselor to assist with signing up for the appropriate course.

Step 6: Complete the NFC registration form. Guidance counselor signature required. Counselor will submit form to NFC for registration during published registration period. Certain Career and Workforce Education (CWE) programs have a separate application process. See an Academic Advisor for details.

Step 7: Confirm registration by logging into the NFC Information Network. **Step 8:** Complete college courses with a grade C or better.

Withdrawing from Classes

Students must contact their guidance counselor to withdraw from classes. The guidance counselor will submit the withdrawal with required signature to the Dual Enrollment Coordinator to withdraw a student from class. Withdrawing from a course after the drop/add period counts as an attempt and a final grade of "W" will be reflected on the student's NFC transcript.

Maximum Age for Participation in Dual Enrollment

The maximum age for participation in dual enrollment is 19. Student must not be over age 19 by the first day of fall semester to participate in dual enrollment for that academic year. With extenuating circumstances, students may appeal the maximum age limit by submitting a written request to the Dean of ~~Enrollment and Student Services~~ Academic Affairs. The decision of the Dean is final.

Testing

For dual enrollment purposes, high school students may test in the NFC Testing Center or Live Oak Location. Set up an appointment by ~~emailing~~ testing@nfc.edu calling 850-973-9451 (NFC Testing Center) or 386- 364-5093 (Live Oak Location) or emailing testing(5)nfc.edu. PERT Testing at the NFC Testing Center or Live Oak location is limited to twice each semester. If ACT and SAT scores are used for placement, individual student score reports are now required. See Appendix D for minimum score requirements.

~~**2020-21 Placement Chart~~

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~~COURSE~~		~~COURSE TITLE~~	~~PREREQUISITE~~	~~OR~~	~~TEST SCORE~~
~~ENC~~	~~1101~~	~~Freshman English 1~~	~~REA 0056 or 0054~~ ~~-AND-~~ ~~ENC 0056 or 0054~~ ~~Or ENC 0027~~ ~~Or Older Courses:~~ ~~REA 0017G~~ ~~-AND-~~ ~~ENC0025G~~	~~OR~~	~~READING:~~ ~~PERT Reading 106~~ ~~ACT Reading 19~~ ~~SAT Reading 24~~ ~~ACCUPLACER Reading 245~~ ~~STAR Reading 1257*~~ ~~NFC Reading 70*~~ ~~-AND-~~ ~~WRITING:~~ ~~PERT Writing 103~~ ~~ACT English 17~~ ~~SAT Writing/Language 25~~ ~~ACCUPLACER Writing 245~~ ~~STAR English/Writing 1063*~~ ~~PSAT/NMSQT or the PSAT 10~~ ~~Reading/Writing 430*~~ ~~NFC Writing 70*~~

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MAT	1033	Intermediate Algebra	MAT 0022 or 0056 Or Older Courses: MAT 0054 or 0028C	OR	PERT Math 114-122 ACT Math 19-20 SAT Math 24-26 ACCUPLACER Quant Reas/Alg 242 STAR Mathematics 910* PSAT/NMSQT or the PSAT 10 480* NFC Math 70*
MGF MGF STA	1106 1107 2023	Liberal Arts Math I Liberal Arts Math II Intro College Statistics	MAT 0022 or 0056 Or Older Courses: MAT 0054 or 0028C -AND- Reading placement into ENC1101	OR	PERT Math 114-122 ACT Math 19-20 SAT Math 24-26 ACCUPLACER Quant Reas/Alg 242 STAR no equivalency PSAT/NMSQT or the PSAT 10 480* NFC Math 70* -AND- See ENC 1101 reading placement
MAC	1105	College Algebra	MAT1033 -AND- Reading placement into ENC 1101	OR	PERT Math 123-150 ACT Math 21-36 SAT Math 26,5-40 ACCUPLACER Q. Reas/Alg/Stat TBD STAR no equivalency PSAT/NMSQT or the PSAT 10 510* NFC College Algebra Ready Test 70* -AND- See ENC 1101 reading
MAC	1114 2140 2233	Trigonometry Precalculus Applied Calculus 1	MAC 1105	OR	Dean Approval
MAC	2311	Calculus I	MAC 2140 -AND- MAC 1114	OR	Dean Approval

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~~DUAL ENROLLMENT~~	~~PERT~~	~~ACT~~	~~SAT~~	~~ACCUPLACER, Eff. Sept. 2019~~
~~Along with above, high school students must meet minimum reading, writing, and math scores to dual enroll.~~	~~Reading 106 -AND- Writing 103 -AND- Math 114~~	~~Reading 19 -AND- English 17 -AND- Math 19~~	~~Reading 24 -AND- Writ/Lang 25 -AND- Math 24~~	~~Reading 245 -AND- Writing245 -AND- Q. Reas./Alg/Stat 242~~

~~DUAL ENROLLMENT~~	~~STAR*~~	~~PSAT/NMSQT* or PSAT10*~~	~~NFC Test*~~	
~~Along with above, high school students must meet minimum reading, writing, and math scores to dual enroll.~~	~~STAR EnglishAWriting 1063 -AND- Reading1257 -AND- Math 910~~	~~Reading/Writing 430 -AND- Math 480~~	~~EnglishAWrit 70 -AND- Reading 70 -AND- Math 70 OR Algebra 70~~	

~~*Valid until December 31, 2020~~

~~5. A Dost~~ A list of an additional initial student eligibility requirements for

5. participation in the dual enrollment program.

An eligible secondary student is defined in §1007.271(2), Florida Statutes, as a student who is enrolled in a Florida public secondary school or a Florida non-public secondary school. A non-public secondary school must be in compliance with §1002.42(2), Florida Statutes, and must conduct a secondary curriculum pursuant to §1003.428 or §1003.4282, Florida Statutes, in order for its students to be eligible to participate in a dual enrollment program. Confirmation of compliance must be provided to the College from the non-public institution. Evidence of compliance can be a letter attesting that the non-public school complies or the receipt of actual documentation, i.e., catalogs, etc.

Students must meet the following eligibility criteria:

- ~~a.~~ Be enrolled as a student in a Florida public or nonpublic secondary school (grades ~~6-~~ 6-12), or in a home education program. The College limits eligible students in grades 6-8 to one course per semester. The number of semester hours that an eligible student in grades 9-12 enrolls each term is at the discretion of the high school counselor. The College recommends that eligible students in grades 9 and 10 limit coursework to two courses per semester and students in grade 11 limit coursework to three courses per semester.
- ~~b.~~ Achieve and maintain, with no exceptions, an unweighted 3.0 high school grade point average to enroll in college credit courses.
- ~~c.~~ Achieve and maintain, with no exceptions, an unweighted 2.0 high school grade point average to enroll in career dual enrollment courses ~~courses~~.

~~© The Florida Department of Education released an Emergency Order (EO), DOE Order No 2020-EO-02, in response to COVID-19. In the Florida College System (FCS) section, the emergency order states:~~

~~The testing requirement for student eligibility for initial enrollment in college credit dual enrollment courses taken through December 31, 2020 provided in section~~

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~~1007.271(3), is suspended. SEE APPENDIX D THAT DEFINES ALTERNATIVE PLACEMENT OPTIONS PURSANT TO THE FLORIDA DOE EMERGENCY ORDER 2020-EO-02 ISSUED ON MAY 13, 2020.~~

- ~~®~~ ~~Beginning January 1, 2021, students~~ Students must achieve a minimum score for reading, writing, and math preparation through submission of appropriate placement test scores pursuant to Rule 6A-14.064, Florida Administrative Code (F.A.C.). No student shall be enrolled in a college credit course on a dual enrollment basis unless the student has demonstrated adequate preparation through submission of appropriate placement test scores in reading, writing and math. See Appendix G.
- ~~®~~ Program admission requirements/exit requirements ~~(Appendix A)~~ for CWE programs and other DE eligible limited access programs. The TABE can be exempted if the student meets cut score on a college placement test (ACT, SAT, PERT, or CPT). Students are responsible for costs for placement and/or exit tests.
- ~~©~~ Cannot be scheduled to graduate ~~prior to~~ prior to the completion of the dual enrollment course.

~~Part-time dual enrolled students may take up to eleven semester hours or 330 vocational clock hours per term. Eligible secondary students who are considered Early Admission or Career Early Admission must take a minimum of twelve college credit hours or 360 vocational clock hours but no more than 16 college credit hours or 480 vocational clock hours per term. The high schools in SUWANNEE~~ The high schools in Suwannee are responsible for ensuring completion of requirements for graduation from high school for students approved for early admission. The admission criteria and GPA ~~requirement~~ requirements are the same as regular dual enrollment.

The student is responsible for applying for admission and meeting admission requirements prior to the published deadlines. Incomplete applications will cause delays that may prevent registration into the desired course or program.

The high school guidance office is responsible for verifying that the student has earned the required scores on the proper placement test(s) in order to register for a specific course(s). The guidance counselor or designee at the high school will sign the registration form to verify that the student is eligible to take the dual enrollment course(s).

Students enrolling in dual enrollment courses must identify a postsecondary ~~education~~ educational objective. The Office of Dual Enrollment ~~Coordinator~~ will work closely with students and high school guidance professionals in the development of student academic and education plans.

Students who enroll in college courses in the summer of their high school graduation must do so as degree seeking students rather than dual enrolled students unless the college course begins and ends prior to their high school graduation date and contributes to the requirements necessary for high school graduation.

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6. **A delineation of the high school credit earned for the passage of each dual enrollment course.**

Any course that is contained within the common course numbering system shall be eligible if not specifically excluded by Florida Statute, State Board of Education Rule, District Board of Trustees Policy, or District Board of Education Policy. The high school credit awarded may be found in the ~~2019-2020~~ 2021-2022 Dual Enrollment Course - High School Subject Area Equivalency List which is available at the Florida Department of Education website. ~~http://www.fldoe.org/core/fileparse.php/5421/urlt/AcademicList920.pdf~~http://www.fldoe.org/core/fileparse.php/7744/urlt/ACCAgenda-Feb2021-AppA.pdf 2021-2022 Dual Enrollment Course-High School Subject Area Equivalency List (fldoe.org)

The high school guidance office is responsible for dual enrollment students as to the courses which may be used to meet high school graduation requirements.

7. **A description of the process for informing students and their parents of college-level course expectations.**

The high schools in ~~SUWANNEE~~ Suwannee and NFC will work collaboratively to notify students and their parents of college-level course expectations. The college requires all first-time dual enrollment students to attend Dual Enrollment Orientation Session provided by the college. The College recommends all students be advised by an NFC academic advisor after earning at least 12 credit hours.

NFC will also inform students and parents of college-level course expectations using the course syllabus which is given to each student in each college-level course at the beginning of each semester. The Office of Academic Affairs shall determine course content in accordance with the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) criteria and select instructional materials. Course materials and class discussions may reflect topics not typically included in secondary courses which some parents may object to for minors. Courses will not be modified to accommodate variations in student age and/or maturity.

8. **The policies and procedures, if any, for determining exceptions to the required grade point averages on an individual basis.**

NFC does not allow exceptions to the GPA requirement as specified in Section 1007.271, F.S.

9. **The registration policies/procedures for dual enrollment courses as determined by the postsecondary institution.**

Student must complete their registration form with their high school guidance counselor. The form must be completed with all the required information about course reference numbers (CRNs). The completed registration forms will be given to the Dual Enrollment Coordinator who will register the students for courses that are available at the time the form is received. Students with incomplete applications for admissions, which includes all required signatures, will not be allowed to register.

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Students will also not be registered if they are missing any other pertinent information, such as test scores. The deadline for qualifying PERT scores ~~for~~fall for fall term is August 1. The deadline for qualifying PERT scores for spring term is December 1. It is the responsibility of the high school to ensure that all student registrations and test scores are in the Office of the Registrar prior to the published registration period. ~~2020-21~~ 2021-2022 Deadlines for High Schools are listed below.

~~2020-21~~ 2021-22 Deadlines for High Schools DRAFT

Fall 2021 (Classes: August 19 - December ~~11~~7, Exams: December 8-13)

Registration	begins July 6
Dual Enrollment Application Deadline	August 1
Drop/Add	August ~~19~~ August 25

~~Registration /Application Deadline**~~
~~Drop/Add~~

~~Spring 2021~~ **Spring 2022 (Classes: January 6 - April 27, Exams: April 28 - May 5)**

Registration	TBA
Dual Enrollment Application Deadline	December 1

~~Registration /Application Deadline~~ ~~Drop/Add~~

~~**Complete application includes complete application and test scores~~

Drop/Add	January 6 - January 12

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10. Exceptions, if any, to the professional rules, guidelines, and expectations stated in the faculty or adjunct faculty handbook for the postsecondary institution.

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NFC does not make any exception to rules, guidelines, or expectations for faculty members.

Criteria for Accreditation:

The selection, development, and retention of competent faculty at all academic levels are of major importance to the educational quality of dual enrollment programs. The Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) criteria require that NFC provide evidence that it has employed faculty members qualified to accomplish the purposes of the program and the institution as well as fulfill the intent of SACSCOC accreditation guidelines. Faculty must meet the requirements of SACSCOC criteria for academic

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and professional preparation. According to SACSCOC, requirements ~~forfaculty~~ for faculty teaching associate degree courses designed for transfer to a baccalaureate degree are as follows: doctorate or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (a minimum of 18 graduate semester hours in the teaching discipline). The credentials for all ~~fulltime~~ full- time and adjunct instructors in all programs will be maintained in the office of the Chief Academic Officer.

North Florida College will provide for the orientation, supervision, and evaluation of all ~~full-time~~ full-time and adjunct instructors.

- The Director of Curriculum and Instruction, with the involvement of the appropriate department chair, will hold an orientation meeting for adjunct faculty. All adjunct faculty teaching dual enrollment courses are required to attend.
- The Director of Curriculum and Instruction will meet with or email the adjunct faculty at least once each term for the purpose of discussing and clarifying institutional policies and procedures as well as expectations.
- The Director of Curriculum and Instruction will partner the adjunct faculty member with a full-time faculty member in the same discipline who acts as a content "go to" person.
- The Director of Curriculum and Instruction will conduct periodic evaluations of the performance of adjunct faculty members. Such evaluations may include classroom visitations, assessment of instructional materials including tests and other measures of student progress, and student evaluations of instruction. These evaluations will be maintained in the Office of Academic Affairs.
- The faculty handbook is accessible through the NFC website. All faculty are expected to adhere to the professional guidelines, rules, and expectations therein.
- The student handbook is accessible through the NFC website. The student handbook details add/drop and withdrawal policies, student code of conduct, grading policies, critical dates, etc. All faculty are expected to adhere to the professional guidelines, rules, and expectations therein.

Personnel Assignments:

- The Dean of Academic Affairs will be responsible for approving faculty to teach dual enrollment courses. The high school is responsible for providing the College Chief Academic Officer with the graduate transcripts of a resident faculty member that it desires to put forward as a possible teacher of NFC courses.
- The faculty assigned to teach dual enrollment courses will meet SACSCOC criteria. The College will collaborate with the School Board in making faculty appointments to teach dual enrollment courses at the high school.

11. School District personnel teaching dual enrollment classes on the high school campus during regular high school hours are paid by the school district.

~~11. All NFC faculty, including those teaching classes meeting in the high schools, will be paid by the College unless alternate arrangements are agreed upon by the School Board and the College.~~

RECOMMENDATION

- There will be an orientation for instructors assigned to teach dual enrollment courses. This will be part of the College preplanning activities and will be directed by the Director of Curriculum and Instruction.
- The purpose of the orientation session will be to share important information and instructional materials that will support and enhance teaching effectiveness. Instructional effectiveness throughout the district remains a high priority for the College.

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~~11.~~ **(Exceptions, if any, to the rules, guidelines, and expectations stated in the 11. student handbook of the postsecondary institution which apply to faculty members.**

~~members~~

The NFC student handbook does not state any exception to rules, guidelines, or expectations for faculty members.

12. The responsibilities of the school district regarding the determination of student eligibility before participation in the dual enrollment program and the monitoring of student performance while participating in the dual enrollment program.

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The high school will designate an individual responsible for serving as the contact person for dual enrollment. The high school will be responsible for the following administrative tasks:

- Identifying students who may be eligible for and benefit from dual enrollment.
- Verifying that the student is eligible to register for dual enrollment courses on the basis of documented placement test scores, high school GPA, and readiness for college.
- Ensuring that student registrations are in the Office of the ~~Registrar~~ Dual Enrollment in accordance with the published registration period.
- Assuring reasonable access to schools and students by College personnel for purposes of program information and dissemination.
- ~~Providingstafftoassist~~ Providing staff to assist College personnel with facilities and requested instructional equipment.
- ~~@~~Responding to requests for transcripts for dual enrollment students in a timely manner.
- Using College adopted textbooks and instructional materials.
- Adhering to the College calendar. (Appendix B)

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The evaluation of students and the assigning of grades are the prerogatives and responsibilities of the faculty member assigned to teach the class in which the students are enrolled. The method for determining the final course grade, including activities to be graded and their respective weighting shall be specified in the course syllabus and distributed to the student.
Any unavoidable changes to the grading policies in the syllabus must be communicated in writing to each student in the course. Instructors may assign only those grades specified in the catalog. The instructor of record must assign all grades in a given course.

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All faculty at NFC send "early alerts" to academic advisors ~~three~~ two times a semester when students are underperforming in class. The Dual Enrollment Coordinator will send the high school guidance office a copy of the unsatisfactory performance notice~~, if~~. If more information is needed, the Dual Enrollment Coordinator will contact the instructor.

If an emergency prevents the instructor from assigning final grades, the College department chair using original student records, course syllabus, and other appropriate information will assign final grades. Under such circumstances, a written explanation of the situation will be attached to the final grade roster.

A student may not be registered in one course and attend another course. (Assuming valid reasons for a change from the course for which the student registered, the Drop/Add Form must be processed to reflect the actual situation; such paperwork must be processed immediately, not at the end of the term.)

Students who earn a grade of D, F, or WF will not be able to register the following semester. After a one semester "sit out", the student may register with the approval of the high school counselor or designee. Courses in which a grade of D, F, ~~or~~WF or W is earned may be repeated one time for grade forgiveness if approved by the high school counselor or designee and if the college GPA is 2.0 or higher.

If a dual enrolled student withdraws from a college credit course and receives the grade of "W," the high school guidance counselor or designee makes the determination whether or not the student registers the next term. Any student receiving a "W" grade in a course may repeat the course with the approval of the high school counselor or designee. Students are ineligible for dual enrollment if the college GPA is below 2.0 or cumulative high school GPA is below 3.0.

All grades, including "W" grades for withdrawal, count as course attempts and become part of the student's college transcript; they may affect subsequent postsecondary admission and financial aid. As dual enrolled, the student is limited to two attempts per course.

Eligible secondary students are entitled to participate in dual enrollment for a maximum of 70 credit hours. Students requesting to dual enroll in excess of 70 credit hours will be required to submit a written request to the Dean of Academic Affairs. The decision of the Dean is final.

Dual enrollment courses may be taken at the College or at the high school site or at any site where college courses are taught, subject to approval by the high school guidance counselor.

Students may lose the opportunity to participate in the dual enrollment program if they are disruptive to the learning process. Procedure is outlined in NFC's Student Handbook.

Regular and consistent attendance facilitates student success. Absences beyond the equivalent of two weeks of class are considered to be excessive and thus may impact a student's course grade. Typically, two weeks of class would be 4 class meetings for a three-credit hour course

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on MW ~~orTR~~or TR. There are no "excused" absences. An absence is an absence, and students are responsible for material covered during their absence. In addition, if there is no verifiable participation within the first week of the term, the student will be dropped from the class for nonattendance. This includes all methods of delivery. CWE programs may have specific attendance policies. See course syllabi for specific information.

13. The responsibilities of the postsecondary institution regarding the transmission of student grades in dual enrollment courses to the school district.

The College will maintain official student records in the Office of the Registrar. The Office of the ~~Registrar~~ Dual Enrollment will send student letter grades to the high school guidance office within ten (10) days of the last class day of the College term.

The College and the School Board shall jointly assume responsibility ~~forthe~~ for the implementation and enforcement of any rights and responsibilities that arise by the creation, maintenance and use of any "records" and "reports" regarding any high school students enrolled in accordance with all applicable laws, including but not limited to §1002.22, Florida Statutes. Each shall be responsible for "records" and "reports" maintained, housed or stored by the respective institutions.

~~institutions.~~

~~14.~~14. A funding provision that delineates costs incurred by each entity.

1. Florida Statute §1007.271(21)(n), Dual Enrollment Programs, requires school districts pay the standard tuition rate per credit hour to the College for dual enrollment instruction. The methodology for determining student cost is outlined in Appendix C.
2. The non-public secondary schools shall be held to the same statutory requirements regarding tuition payment to the College as the school districts.
3. For fall and spring terms, an invoice will be sent to the school districts and the non-public secondary schools at the conclusion of the college term's verification of class attendance. The invoice will reflect the total number of hours enrolled times the established tuition rate ~~percredit~~ per credit hour as outlined in Appendix C. Payment is due upon receipt of the invoice.
4. School districts and non-public secondary schools will not be invoiced for students who drop college classes during the prescribed drop/add period.
5. School districts and non-public secondary schools will be invoiced for students who withdraw ("W" grade) during the withdrawal period as outlined in the academic calendar.
6. The College application fee will not be assessed while students participate in the Dual Enrollment Program. However, the application fee will be assessed when students enter a degree program at North Florida College following graduation from high school.
7. The School Board will provide the student with the required textbook(s) and other

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instructional materials. The School Board will take ownership of the textbooks and other instructional materials at the time of purchase and will reuse the materials whenever possible in future dual enrollment courses, as long as they are required for such courses. JNFC will provide a list of required textbooks for each course on the NFC website at least 45 days prior to the start of the term.

~~NFC will provide the high school contact person access to the required textbook list two (2) months prior to the start of any given term.~~

8. Consumable materials assigned for use with dual enrollment courses will be issued to students. The cost of these consumables will be included on the invoice sent to the school districts and the non-public secondary schools at the conclusion of the college term's verification of class attendance. Costs are outlined in Appendix C.

~~9. The parents of a non-public school high school student are responsible for the purchase of textbook(s), instructional materials, and other fees required for dual enrollment courses.~~

15. Any institutional responsibilities for student transportation, if provided.

The student, the parents of said student, or the school district shall provide transportation.

16. IG.Special Populations.

1. Minority enrollment is encouraged in dual enrollment programs. High Flligh school guidance counselor or designee will ensure that minority students are provided information about the dual enrollment program, including the advantages afforded students who register for college courses while in high school.
2. ~~The high school shall provide the College a letter outlining the steps taken to promote dual enrollment opportunities for minorities.~~
3. Accommodation provisions will be individually determined by NFC according to Florida Statute and Florida Administrative Codes. NFC agrees to arrange and provide accommodations for dual enrolled students receiving ~~instructions~~ instruction at any facility other ~~than~~ that the high school. The School District agrees to arrange and provide accommodations for dual enrolled students receiving instruction on the high school ~~site~~campus. The high school guidance counselor will ensure that NFC's determinations are followed at the high school campus.

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2. The School District is responsible to ensure that the student receives all accommodations determined by NFC. If a high school student has a dedicated, paid staff member as an ~~auxiliary~~ aid/assistant, the School District agrees to send that staff member with the student to NFC classes. NFC does not provide personal care attendants for students. Situations not covered by the above agreement will be discussed and decided on a case by case basis between the parties. Please contact the NFC Disability Resource Center (DIRC) at 850-973-9403.

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Appendix A

~~DProgram Admission Requirements for Dual Enrollment Students~~ual Enrollment Eligible ~~CWE Programs~~Degrees and Certificates

Associate in Arts Degree - A.A.

Associate in Science Degree - A.S.
- Accounting Technology
- Business Administration
- Criminal Justice
- Technology Emergency
- Medical Services
- Engineering Technology

College Credit Certificates
- Accounting Technology Management
- Accounting Technology Operations
- Accounting Technology Specialist
- Business Operations Human Resources
- Administrator Criminal Justice Technology
- Specialist Emergency Medical Technician (EMT-Basic)
- Engineering Technology Support
- Specialist Lean Manufacturing
- Pneumatics, Hydraulics and Motors for Manufacturing
- Medical Coder/Biller

Career and Workforce Certificates
- Advanced Manufacturing and Production Technology

~~1. Admission Requirements:Completion of the NFC Dual Enrollment Application.~~
~~2. Dual Enrolled students must have approval from the high school and meet dual enrollment criteria.~~
~~3. The high school counselor will submit dual enrollment applications to the NFC Dual Enrollment~~

~~SC SB 2021-75~~ SCSB 2022-08 (REVISED/RENEWAL)~~2021-75 ("~~2022-08 (REVISED/RENEWAL")~~

~~Coordinator.~~

4. ~~Students who would like more information about this program should contact the instructor, Mr. Eustace for further program information. He can be reached at (850) 973-1670 or eustaceb@nfc.edu.~~
5. ~~Complete the Test of Adult Basic Education (TABE) within the first six (6) weeks of admission into the program and achieve the required minimum scores of Reading 9.0, Language 9.0, and combined Mathematics 9.0 prior to program completion. A $10 fee is required to be paid at the time of testing. The TABE can be exempted if the student has passing score on a college placement test. Students not meeting basic skills requirements may not be awarded a certificate of completion. See program advisor for more details.~~

~~Early Childhood Professional Certificate (ECPC) Admission Requirements1~~

1. ~~Completion of the NFC Dual Enrollment Application.~~
2. ~~Dual Enrolled students must have approval from the high school and meet dual enrollment criteria.~~
3. ~~The high school counselor will submit dual enrollment applications to the NFC Dual Enrollment Coordinator.~~
4. ~~Students who would like more information about this program should meet with the program coordinator. Call (850) 973-9449 to schedule an appointment.~~
5. ~~All students are required to complete and clear a Level II background screening.~~
6. ~~Students must be a senior in high school. 2~~
7. ~~Complete the Test of Adult Basic Education (TABE) within the first six (6) weeks of admission into the program. The TABE can be exempted if the student has passing score on a college placement test.~~

~~Admission Requirements~~ Florida CMS Correctional Basic Recruit ~~Training Program 1190~~Academy Early Childhood Professional Certificate (ECPC)

Prior to enrolling in a certification program, it is the student's responsibility to meet with a College Academic Advisor to ensure the student meets all eligibility requirements of the program. See the NFC College Catalog for current information.

~~1 See NFC Catalog for more information.~~

~~2 Students must have reliable form of transportation for travel to daycare sites.~~

INFO ONLY

Appendix B

~~1. Completion of the NFC Dual Enrollment Application~~
~~2. Dual Enrolled students must have approval from the high school and meet dual enrollment criteria.~~
~~3. Must be on track to graduate and be at least 17 years old. Must be 18 years old to sit for the certification exam.~~
~~4. Must not have been convicted or pled guilty to ANY criminal offense involving moral character as defined by 11B.27.0011 FAC.~~
~~5. Must pass the Correctional Basic Abilities Test. Call ahead to schedule your test (850-973-9451).~~
~~6. Must obtain and provide a letter of sponsorship from a local law enforcement agency indicating that the agency has conducted a local records check on applicant and that the applicant's record is clear as outlined above.~~
~~7. Must be fingerprinted at NFC for forwarding to FDLE.~~
~~8. Must pass physical fitness exam (Form 75).~~
~~9. Must pass drug screen test.~~

~~Program Admission Requirements for Dual Enrollment Students~~

~~Dual Enrollment Eligible Limited Access Programs~~

~~Emergency Medical Technician (EMT-Basic) Admission Requirements~~

~~completed total application process includes:~~

~~1. Completion of the NFC Dual Enrollment Application.~~
~~2. Dual Enrolled students must have approval from the high school and meet dual enrollment criteria.~~
~~3. Achieve a minimum score on appropriate placement test indicating college ready status.~~
~~4. The high school counselor will submit dual enrollment applications to the NFC Dual Enrollment Coordinator. Upon submission of dual enrollment application, prospective students will make an appointment with EMS Director in order to process with EMS application detailed below:~~
~~5. Completion of the EMS application. In addition, the applicant must verify the following on the EMT-B application:~~
~~« Ability to lift and carry 125 lbs.~~
~~• Willingness to meet the personal appearance and grooming standards of the program and clinical agencies.~~
~~6. Must be fingerprinted at NFC for forwarding to FDLE.~~
~~7. Must be at least 18 years of age within 60 days of program completion date.~~

INFO ONLY

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~~8. A copy of a valid CPR card.~~
~~9. Current physical examination, 10 panel drug screen, and record of immunizations.~~
~~10. Mandatory attendance at an orientation session.~~
~~11. Dates and times will be made available to all applicants.~~

North Florida College
~~2020 – 2021~~ - 2022 Academic Calendar

~~2020~~	~~Term I~~	~~Comments~~
~~August 17 & 18~~	~~Faculty Planning Days~~	
~~August 19~~	~~Classes Begin~~	
~~Sept. 7~~	~~LABOR DAY Holiday~~	
~~Nov. 11~~	~~VETERANS DAY Holiday~~	
~~Nov. 25,26 & 27~~	~~THANKSGIVING Holidays~~	
~~Dec. 7~~	~~Classes End~~	
~~Dec. 8 -11~~	~~Final Exams~~	
~~Dec. 15~~	~~Grades Due~~	
~~Dec. 15, 17~~	~~Faculty Planning Days~~	
~~Dec. 17~~	~~Term Ends, Commencement, 5 pm~~	
~~2021~~	~~Term II~~	~~Comments~~
~~Jan. 4 & 5~~	~~Faculty Planning Days~~	
~~Jan. 6~~	~~Classes Begin~~	
~~Jan. 18~~	~~MARTIN LUTHER KING Holiday~~	
~~Feb. 15~~	~~PRESIDENTS DAY Holiday~~	
~~March 22 -26~~	~~SPRING BREAK~~	
~~April 22~~	~~Honors Convocation~~	
~~Apr. 27~~	~~Classes End~~	
~~Apr. 28- May 3~~	~~Final Exams~~	
~~May 5~~	~~Grades Due~~	
~~May 5, 7~~	~~Faculty Planning Days~~	
~~May 7~~	~~Term Ends, Commencement~~	
~~2021~~	~~Term III~~	~~Comments~~
~~May 10~~	~~Classes Begin~~	
~~May 31~~	~~MEMORIAL DAY Holiday~~	
~~July 5~~	~~INDEPENDENCE DAY Holiday~~	
~~July 26~~	~~Classes End~~	
~~July 27& 28~~	~~Final Exams~~	
~~August 2~~	~~Grades Due, Term Ends~~	

INFO ONLY

Fall 2021	*Term I*
August 17 & 18	Faculty Planning Days
August 19	Classes Begin
Sept.6	LABOR DAY Holiday
Nov. 11	VETERANS DAY Holiday
Nov. 24,25 & 26	THANKSGIVING Holidays
Dec. 7	Classes End
Dec. 8 - 13	Final Exams
Dec. 15	Grades Due
Dec. 15, 17	Faculty Planning Days
Dec. 17	Term Ends, Commencement
Spring 2021	*Term II*
Jan. 4 & 5	Faculty Planning Days
Jan. 6	Classes Begin
Jan. 17	MARTIN LUTHER KING Holiday
Feb. 21	PRESIDENTS DAY Holiday
March 21 -25	SPRING BREAK
April 21	Honors Convocation
Apr. 27	Classes End
Apr. 28 - May 3	Final Exams
May 5	Grades Due 4:00 pm
May 5, 6	Faculty Planning Days
May 6	Term Ends, Commencement
Summer 2021	*Term III*
May 9	Classes Begin
May 30	MEMORIAL DAY Holiday
July 4	INDEPENDENCE DAY Holiday
July 16	Classes End
July 19 & 20	Final Exams
July 25th	Grades Due/Term Ends

~~NON-TRADITIONAL TERMS (e.g. Weekend College, Mini-mesters)~~

~~NONE~~

INFO ONLY

~~APPENDIX C~~

INFO ONLY

Appendix C

~~2020–2021~~ -2022 Academic Year
North Florida ~~Community~~ College
Dual Enrolled Cost~~per Credit Hour~~

Taught on ~~NFCC~~ NFC Campus by ~~NFCC~~ NFC Instructor **$71.98/credit hour/vocational credit hour**

Taught on School Board Campus by NFC Instructor **$71.98/credit hour/vocational credit hour**

Video Conference Delivery from ~~NFCC~~ NFC Campus to High School Campus

Instructional Cost	71.98
Less Public School Instructional Cost for Facilitator - (($17.04 * 15 weeks)/13)*$1.0765)	$21.16
6	
Total Cost	$50.82/credit hour/vocational credit hour

Consumable Materials for EMT	
Background check and fingerprinting	60.00
Materials	156.00
Total	$ 216.00^

^Evaluated annually. Pending NFC Board approval.

INFO ONLY

Consumable Materials for Florida CMS Correctional Basic Recruit Training Program	
Introduction to Corrections (CJK-0300)	5.00
Communications (CJK-0305)	5.00
Officer Safety (CJK-0310)	5.00
Facilities and Equipment (CJK-0315)	5.00
Intake and Release (CJK-0320)	5.00
Supervising in a Correctional Facility (CJK-0325)	5.00
Supervising Special Populations (CJK-0330)	5.00
Responding to Incidents and Emergencies (CJK-0335)	5.00
CMS First Aid for Criminal Justice Officers (CJK-0031)	35.00
CMS Criminal Justice Firearms (CJK-0040)	600.84
CMS Criminal Justice Defensive Tactics (CJK-0051)	185.00
Officer Wellness and Physical Abilities (CJK-0340)	5.00
Uniforms and Books	182.81
Background check and Fingerprinting	60.00
Total	$1008.65*

*Evaluated annually, Pending NFC Board approval.

Consumable Materials for AMPT	
Solid-Works Access Fee	42.00
MSSC Registration Fee	60.00
PSAV Activity Fee	5.00
Accidental Insurance	6.00
Supply Fees (tooling supplies, glasses, cutting fluid gloves, aprons, flash drives, CNC consumables, 3D printer filament)	100.00
Certification Exams ($45.00 X 4)	180.00
Total	$393.00*

*Evaluated annually, Pending NFC Board approval.

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Initial Eligibility Testing Requirements 2021-2022				
DUAL ENROLLMENT	PERT	ACT	SAT	ACCUPLACER, Eff. Sept. 2019
High school students must meet minimum reading, writing, and math scores to dual enroll.	Reading 106 Writing 103 Math 114	Reading 19 English 17 Math 19	Reading 24 Writ/Lang 25 Math 24	Reading 245 Writing 245 Q. Reas./Alg./Stat. 242

ALA2022-08 (REVISED/RENEWAL)

*Combination of scores accepted. Scores that are more than two years old may not be used for initial placement. (Florida Statute 100830)
Rule 6A-10.0315 Common Placement Testing and Instructions and Rule 6A-14.064 College Credit Dual Enrollment

COURSE		COURSE TITLE	PREREQUISITE	OR	TEST SCORE
ENC	1101	Freshman English 1	REA 0056 or 0054 -AND- ENC 0056 or 0054 OrENC 0027 Or Older Courses: REA 0017C -AND- ENC0025C	OR	READING: PERT Reading 106 ACT Reading 19 SAT Reading 24 ACCUPLACER Reading 245 -AND- WRITING: PERT Writing 103 ACT English 17 SAT Writing/Language 25 ACCUPLACER Writing 245
MAT	1033	Intermediate Algebra	MAT 0022 or 0056 Or Older Courses: MAT 0054 or 0028C	OR	PERT Math 114-122 ACT Math 19-20 SAT Math 24-26 ACCUPLACER Quant Reas/Alg 242
MGF MGF STA	1106 1107 2023	Liberal Arts Math I Liberal Arts Math II Intro College Statistics	MAT 0022 or 0056 Or Older Courses: MAT 0054 or 0028C or 0027 -AND- Seeking placement into ENC 1101	OR	PERT Math 114-122 ACT Math 19-20 SAT Math 24-26 ACCUPLACER Quant Reas/Alg 242 -AND- See ENC 1101 reading placement
MAC	1105	College Algebra	MAT 1033 -AND- Seeking placement into ENC 1101	OR	PERT Math 123-150 ACT Math 21-30 SAT Math 27-340 ACCUPLACER Q. Reas/Alg/Stat TBD -AND- See ENC 1101 reading placement
MAC	1114 3140 2233	Trigonometry Precalculus Applied Calculus	MAC 1105	OR	Dean Approval
MAC	2311	Calculus 1	MAC 2105 -AND- MAC 1114	OR	Dean Approval
CCC PROGRAMS (ex. EMT, Paramedic, Medical Coder/Biller)			See College Catalog for Reading, Writing, and Math placement		

SAMPLE

INFO ONLY

SCSB 2022-08 (RE VISED/RENEW AO

We, the undersigned representatives of North Florida College and the District School Board of Suwannee County, agree to the terms of the program specific component of this Dual Enrollment Articulation Agreement.

John Grosskopf, President
North Florida College
District

Date

Ted Roush, Superintendent
Suwannee County School

Date

Ricky Lyons, Chair
District Board of
Trustees North Florida
College

Date

Tim Alcorn, Chair Suwannee
County School Board

Date

"Approved as to Form and Sufficiency

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

~~Consumable Materials for EMT~~

~~Background check and fingerprinting~~	~~$80.00~~
~~Materials~~	~~$244.00~~
~~Total~~	~~$ 304.00~~

~~Consumable Materials for ECPC~~

~~Background check and fingerprinting~~	~~$60.00~~
~~Course pack~~	~~$24.00~~
~~Total~~	~~$84.00~~

~~Consumable Materials for Florida CMS Correctional Basic Recruit Training $1024.81 Program*~~

~~Introduction to Corrections (CJK 0300)~~	~~5.00~~
~~Communications (CK-0305)~~	~~5.00~~
~~Officer Safety (CJK 0310)~~	~~5.00~~

INFO ONLY

Facilities and Equipment (CJK-0315)	5.00
Intake and Release (CJK-0320)	5.00
Supervising in a Correctional Facility (CJK-0325)	5.00
Supervising Special Populations (CJK-0330)	5.00
Responding to Incidents and Emergencies (CJK-0335)	5.00
CMS First Aid for Criminal Justice Officers (CJK-0031)	36.00
CMS Criminal Justice Firearms (CJK-0040)	617.00
CMS Criminal Justice Defensive Tactics (CJK-0051)	85.00
Officer Wellness and Physical Abilities (CJK-0340)	5.00
Uniforms and Books	$182.81
Background check and Fingerprinting	$60.00

Consumable Materials for AMPT.

Depco Access Fee - subscription to online course content $50.00*

Solidworks Access Fee -subscription to online course content $42.00*

MSSC Registration Fee $80.00*

*One time Fee whether taking one course or all four courses within the fiscal year (July 1 - June 30th).

Supply Fees (tooling supplies, glasses, cutting fluid gloves, aprons, flash drives, CNC consumables, 3d printer filament) $163.00**

**$40.75 If taking individual courses in the AMPT program

Appendix D

Dual Enrollment Eligibility - Alternative Assessments Valid until 12/31/2020

Option 1: STAR Reading and STAR Math for College Ready Placement

Subject Area	STAR Assessment Benchmark
English/Writing	1063
Reading	1257
Mathematics	910

Option 2: PSAT scores

Score Ranges and Benchmarks

The score 'er. jes forth* .Mses;SHeois /ary ei fel,it the total .too:** for eec-*. test is the e'.i r.xC*'os f^the '-' r.'erce Ee.vefc teecing end Wfc' g secden aid the v'.'th . ewo..

Students' lic ", ro . both grette lev el fclerdvre. ks ere on .reo-; to fe e reedy for errrv lb'.'e sc- ege courses rerlecfetle- when they ^ed .lere.high- sencei G'ede-|gve eercl'rnerke re'eet e/ceere: gro',vth te - 'e " SAT b&- &n T^, ;fron on a grade to the r ext.

PSAT Related Assessments Score Ranges and Benchmarks

Subject	Test	Score Range	EBW Benchmark	Math Benchmark

INFO ONLY

11th grade	p'&ny^Msor v psa" m	320 t 520	430	510
10th frade	pfcxr/s^Macr^psA? ?e	320-1520	430	430
9th grade	1-3.4 T 8/9	240-14*0	410	45-0
8th grade	-3,4" 3/9	240-1440	390	430

Option 3: (MFC Reading, Writing, and Math College-Ready Assesements

Subject Area	NFC Test Score Benchmark
English/Writing (ENC 1101)	70
Reading (ENC 1101)	70
College Ready Mathematics (MAT 1033, STA 2023, MGF 1106/1107) Calculator NOT allowed	70
College Algebra Ready Test (MAC 1105) Calculator allowed	70

Note: Students seeking dual-enrollment eligibility must meet minimum benchmark scores for all three assessment subject areas: reading, writing, and math. The PSAT combines reading and writing.

INFO ONLY

SCSB 2021-75 ARE VISED/RENEWAL)2022-08 (RE VISED/RENEW AO

~~We, the undersigned representatives of North Florida College and the District School Board of Suwannee County, agree to the terms of the program specific component of this Dual Enrollment Articulation Agreement.~~
~~Date~~ ~~Dat e~~

~~John Grosskopf, President~~
~~North Florida Community College~~

Ted Roush, Superintendent
~~Suwannee County School District~~

~~SEP 2 2 2020~~

~~Mike Williams, Chairman~~
~~District Board of Trustees~~
~~North Florida Community College~~

~~Ed daSilva, Board Chair~~
~~Suwannee County School Board~~

~~SEP 2 2 2020~~

~~Date~~ ~~Dat e~~

~~"Approved as to Form and Sufficiency~~

~~BY: "~~
~~Leonard I. Dietzen, III Rumberger, Kirk & Caldwell, PA Suwannee School Board Attorney"~~

INFO ONLY

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

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

W I T N E S S E D:

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

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

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

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

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

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

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

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

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

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

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

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

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

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

2. REPRESENTATIVES AND WARRANTIES

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

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

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

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

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

(ii) all applicable policies of: SCSB;

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

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

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

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

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

3. INDEPENDENT CONTRACTOR

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

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on the date of execution by both parties and ending June 30, 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 A attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph 1 (C) of this Agreement.

6. BILLING

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

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

7. CONFIDENTIALITY

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

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

8. CRIMINAL BACKGROUND CHECKS

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

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

9. AUDITS, RECORDS, AND RECORDS RETENTION

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

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

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

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

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

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

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

10. INDEMNIFICATION

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

11. DEBARMENT & SUSPENSION

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

12. TERMINATION

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

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

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

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

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

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

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

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

13. ARBITRATION

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

14. ENTIRE AGREEMENT; MODIFICATION

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

15. GOVERNING LAW

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

16. COUNTERPARTS

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

17. NOTICES

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

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

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

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

18. WAIVER

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

19. CAPTIONS

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

20. ASSIGNMENT; BINDING EFFECT

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

21. RELEASE OF STUDENT RECORDS

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

22. PUBLIC RECORDS

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

23. FORCE MAJEURE

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

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

CONTRACTOR

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

_____ Date _____
Type or Print Name of Witness

EXHIBIT A

SERVICES PROVIDED:

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

CONTRACTOR FEDERAL IDENTIFICATION NUMBER: 46-2579525

INDIVIDUAL SOCIAL SECURITY NUMBER:

W-9 on file

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

IDEA Part B Grant

The School Board will pay the Therapist for the services provided in an amount of $65 per hour for physical therapy evaluations, physical therapy treatments, attendance at IEP meetings, time for ESE related documentation, and planning.

EXHIBIT B

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

EXHIBIT A

SERVICES PROVIDED:

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

CONTRACTOR FEDERAL IDENTIFICATION NUMBER: 46-2579525

INDIVIDUAL SOCIAL SECURITY NUMBER:

W-9 on file

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

IDEA Part B Grant

The School Board will pay the Therapist for the services provided in an amount of ~~$62~~ 65 per hour for physical therapy evaluations, physical therapy treatments, attendance at IEP meetings, time for ESE related documentation, and planning.

INFO ONLY

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

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

WITNESSED:

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

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

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

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

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

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

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

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

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

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

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

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

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

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

2. REPRESENTATIVES AND WARRANTIES

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

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

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

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

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

(ii) all applicable policies of: SCSB;

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

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

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

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

3. INDEPENDENT CONTRACTOR

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

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on the date of execution by both parties and ending June 30, 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 A attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph 1 (C) of this Agreement.

6. BILLING

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

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

7. CONFIDENTIALITY

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

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

8. CRIMINAL BACKGROUND CHECKS

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

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

9. AUDITS, RECORDS, AND RECORDS RETENTION

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

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

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

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

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

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

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

10. INDEMNIFICATION

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

11. DEBARMENT & SUSPENSION

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

12. TERMINATION

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

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

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

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

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

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

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

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

13. ARBITRATION

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

14. ENTIRE AGREEMENT; MODIFICATION

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

15. GOVERNING LAW

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

16. COUNTERPARTS

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

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

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

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

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

18. WAIVER

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

19. CAPTIONS

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

20. ASSIGNMENT; BINDING EFFECT

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

21. RELEASE OF STUDENT RECORDS

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

22. PUBLIC RECORDS

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

23. FORCE MAJEURE

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

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

CONTRACTOR

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

_____ Date _____
Type or Print Name of Witness

Date _____

EXHIBIT A

SERVICES PROVIDED:

See attached proposal for the 2021-2022 school year regarding the specifics related to contract services and fees for ESE Program Consultations with RISE.

CONTRACTOR FEDERAL IDENTIFICATION NUMBER: 38-3736429

IRS Form W-9 on file

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

IDEA Part B Grant

PROPOSAL TO THE SCHOOL BOARD OF SUWANNEE COUNTY FROM RESOLUTIONS IN SPECIAL EDUCATION, INC. FOR PROFESSIONAL AND TECHNICAL SERVICES FOR ESE PROGRAM CONSULTATIONS 2021-2022 SCHOOL YEAR

I. BACKGROUND INFORMATION

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

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

II. PRODUCTS AND SERVICES

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

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

2. Provide sample parent newsletters, if needed, containing information about compliance issues and programs affecting SWDs on a quarterly basis, with Fall 2021, Winter 2021, Spring 2022, and Summer 2022 editions.

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

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

III. DISTRICT RESPONSIBILITIES

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

2. Designate Ms. Kelly Waters, Director of Student Services, to provide direction to the Consultant and approve all drafts and invoices for payment.

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

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

IV. BUDGET

The term of this agreement commences upon proposal approval/issuance of a purchase order, and terminates June 30, 2022.

I. Consultation Fees Total-$8,500

Payments to be requested according to a mutually agreeable schedule.

Respectfully Submitted:

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

Approved, Kelly Waters, Director Student Services Date

EXHIBIT B

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, 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.

Inter-District Private School Services Agreement | 2021-2022

By our signatures on this document, the below signed agree that private school students, parents, and teachers will be provided equitable services and that all requirements of ESEA and related regulations and guidance will be met by the Receiving District on behalf of the Resident District, in return for compensation from the Resident District.

Receiving District: ***Columbia County***

Joseph N. Adkins, Director of Federal Projects
Columbia County School District

4/14/2021
Date

Alex L. Carswell, Jr., Superintendent
Columbia County School District

Stephanie Johns, Chairperson
Columbia County School District

4-13-21
Date

Resident District: ***Suwannee County***

Kecia Robinson, Coordinator – Title I
Suwannee County School District

Date

Ted L. Roush, Superintendent
Suwannee County School District

Tim Alcorn, Chairman
Suwannee County School District

Date

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

Inter District Private School Services Agreement 2021-2022

COLUMBIA COUNTY SCHOOL DISTRICT

Agreement for School Year 2021 – 2022 and terminating by mutual agreement

The Federal Elementary and Secondary Education Act (ESEA) as amended by Every Student Succeeds Act (ESSA) in Title I Section 1117, Section 200.62 (b)(1)(i) defines...

Participation of Eligible Children in Private Schools

§200.62 Responsibilities for providing services to private school children.

(a) After timely and meaningful consultation with appropriate officials of private schools, an LEA must—

(1) In accordance with §§200.62 through 200.67 and section 1120 of the ESEA, provide special educational services or other benefits under subpart A of this part, on an equitable basis and in a timely manner, to eligible children who are enrolled in private elementary and secondary schools; and

(2) Ensure that teachers and families of participating private school children participate on a basis equitable to the participation of teachers and families of public school children receiving these services in accordance with §200.65.

(b)(1) Eligible private school children are children who—

(i) Reside in participating public school attendance areas of the LEA, regardless of whether the private school they attend is located in the LEA; and

(ii) Meet the criteria in section 1115(b) of the ESEA.

(2) Among the eligible private school children, the LEA must select children to participate, consistent with §200.64.

(c) The services and other benefits an LEA provides under this section must be secular, neutral and non-ideological.

[82 FR 31709, July 7, 2017]

The school district in which the child resides is responsible for providing services to the child, but it may arrange to have services provided by another school district. For purposes of this agreement, the district in which the student resides will be called the **Resident District**. The district in which the student attends will be called the **Receiving District.**

The purpose of this agreement is to provide for services to private school students who reside in ***Suwannee County School District*** but attend school in ***Columbia County School District.***

Responsibilities of the Receiving District:

1. Conduct all consultation requirements under S.200.63 for all private schools within the boundaries of its district.
2. Upon identifying a student attending an eligible private school in the Receiving District, inform the **Resident District** using Appendix B or another method that provides comparable information.

3. Upon confirmation that the student is address-eligible, provide services to the identified students according to the plan developed in consultation with the private school.
4. Provide equitable services to the parents of identified students.
5. Provide equitable professional development to the regular teachers of identified students.
6. Provide all necessary administrative services to carry out the items above.
7. Invoice the **Resident District** for services provided (exclusive of administrative costs); OR arrange for reciprocal services in an equal monetary amount to private school students for whom the roles of **Receiving and Resident District** are reversed.

Responsibilities of Resident District

1. Upon notification of a student by the **Receiving District**, verify in writing (e-mail is acceptable) whether or not the student is address-eligible for Title I services.
2. Annually reserve equitable funds for any verified eligible private school students identified by a **Receiving District.**
3. Annually reserve equitable funds for the parents of identified private school students.
4. Annually reserve equitable funds for the regular teachers of identified private school students.
5. Notify the **Receiving District** regarding the amount of funds reserved using Appendix A or another method that provides comparable information.
6. Upon invoice from the **Receiving District**, pay the amount due for services rendered to eligible private school students, parents, and teachers: OR
7. Provide reciprocal services in an equal amount to private school students for whom the roles of **Receiving and Resident District** are reserved.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Inter District Private School Services Agreement 2021-2022

Appendix A: Suwannee County School District (Resident District)

Title I Allocation Details for School Year 2021 – 2022

The following amounts are located in the NPSES

- PPA
- Number of students from low income families at each private school
- Dollars generated for each private school

The following amounts are located in the Reservations Calculations page

- H-2 Parent and Family Engagement Amount
- H-4 Supplemental Instructional Services

Note:

- Title I, Part A Basic Total (Funds Generated - NPSES)
- Minus Parent and Family Engagement Amount
- Equals Supplemental Instructional Services Amount

Number of Private School Students (CLIF)	
Per Pupil Allocation	
Title I, Part A Basic Total	
Supplemental Instructional Services	
Parent and Family Engagement Total	
Professional Development Total	
Administrative Costs	

Appendix B: Columbia County School District (Receiving District)

Participating Private School	Address	City	Grade	Income Eligible	Food Stamp Eligible	Receiving TANF	Eligibility Verified

Y = Yes
N = No

This information also may be provided electronically to facilitate communications.

AGREEMENT BETWEEN
THE SCHOOL BOARD OF SUWANNEE COUNTY
AND
SUWANNEE VALLEY COMMUNITY COORDINATED CHILD CARE, INC.

THIS AGREEMENT, by and between SUWANNEE COUNTY SCHOOL BOARD, hereinafter called the School Board, and SUWANNEE VALLEY COMMUNITY COORDINATED CHILD CARE, INC., hereafter called SV4Cs, each in consideration of the agreements to be performed by the other, agree:

1. The purpose of the School Board's Teen Parent Program is to help the teenage parent complete their high school education and become responsible parents and adults, while providing high-quality early childhood education and care to their children.
2. The purpose of SV4Cs Early Head Start (birth to 3 year olds) and Head Start (3 to 5 year olds) program is to provide high-quality child development and health services that address early childhood education, health, disabilities, social services, nutrition, mental health and parent / family / community engagement at SV4Cs Live Oak Early Head Start / Head Start locations.
3. The School Board shall pay SV4Cs for and SV4Cs shall provide child care in accordance with the Teen Parent Program Services Plan for the period beginning **August 10, 2021 and ending May 27, 2022**. The plan is incorporated herein by reference as if fully set forth in this agreement.
4. The services to be provided by SV4Cs shall comply with pertinent provisions of Florida Statutes and rules of the Florida Department of Education.
5. SV4Cs shall maintain all records required by the Florida Department of Education and by the School Board for purposes of audit. SV4Cs shall make available such records to the School Board or to the Florida Department of Education upon request.
6. SV4Cs shall maintain, at its own expense, such insurance coverage as required by law and by Florida Department of Education for directly provided services including liability and property damage.
7. SV4Cs acknowledges that total funding for its services under this Agreement is dependent upon State of Florida appropriations as dispersed by the Department of Education. This agreement may be terminated by either party upon 30 days written notice, if the pertinent legislative body fails to appropriate funds for this Agreement. SV4Cs agrees that it will look only to such Department of Education funding for payment for its services hereunder, and that the Suwannee County School Board shall not be obligated to pay SV4Cs any amounts other than the amounts received by Suwannee County School Board from the Department of Education for child care as indicated herein in Paragraph 8e.
8. PROVISION OF SERVICES:
    a. Teen Parent Program staff at Suwannee High School will determine which students qualify for child care services and shall forward written referrals to SV4Cs Family Services Department for those students who qualify.

b. SV4Cs is required by Head Start Program Performance Standards to verify that all participants meet age and income eligibility requirements. Therefore, it will be necessary to obtain information from each potential parent prior to enrollment in SV4Cs Early Head Start and Head Start program to ensure eligibility for the program.

c. SV4Cs agrees to make enrollment opportunities available for children of Teen Parent Program participants at the beginning of the **2021-2022** school year until **August 27, 2021** at Live Oak Early Head Start and Head Start locations, as age appropriate. The School Board agrees that it will identify and refer initial program participants as early as possible in the school year, but in any event no later than **August 27, 2021**.

d. After **August 27, 2021**, Teen Parent Program participant referrals will be accepted however, immediate placement is not guaranteed. The School Board will be notified when SV4Cs program is full and the child will be placed on the waitlist.

e. The School Board shall pay SV4Cs a rate of $9.00/day for extended child care services until 3:30 p.m. SV4Cs will ensure that child care is available to participants on every school day. It is understood and acknowledged that the School Board will not pay for care on scheduled school holidays, even if the child attends care on that day. It is further understood and acknowledged that the School Board will pay for care on every scheduled school day, whether the child attends care or not.

f. The School Board may identify and refer to SV4Cs teenagers who are pregnant but have not yet delivered their babies. SV4Cs will enroll these teenagers in the Early Head Start program if space is available and begin providing pre- and post-natal support services through referrals to include but not be limited to: nutritional assessments, health promotion and treatment, mental health interventions, prenatal education information on fetal development (including risks from smoking and alcohol), labor and delivery, and postpartum recovery (including maternal depression), and information on the benefits of breast feeding to all pregnant and nursing mothers. The School Board will not be charged for services to pregnant teenagers.

g. SV4Cs will provide attendance information on children of participating teen parents to Suwannee High School or other designated school site, as requested. The School Board agrees to provide SV4Cs with reciprocal attendance information on teenage parents. In the event that a child is placed in care on a school day and SV4Cs receives a report that the parent is absent from school, SV4Cs will attempt to contact the parent to remove the child from care, as applicable.

h. The School Board agrees to notify SV4Cs, in writing, when a student is withdrawn from school and no longer eligible for child care services. Upon receiving such written notification, SV4Cs may, at its discretion, continue to provide child care services and will stop billing the School Board for child care services as of the date of receipt of such written notice.

i. Periodic meetings between Suwannee County School Board Teen Parent Program staff and SV4Cs Executive Director, or his/her designee, will be held to keep both parties updated on potential progress or problems.

9. SV4Cs agrees that it will save and hold School Board harmless from all cost, expenses for personal injury or death or property damage which may occur in the program by virtue of SV4Cs operation and supervision of the program.

10. If either the School Board or SV4Cs shall fail to perform, or shall breach any provisions of this Agreement, the School Board or SV4Cs may give notice to terminate this Agreement, or take such actions and pursue such remedies as provided by law. The prevailing party in any action for breach of this agreement shall be entitled to receive attorney's fees and costs incurred in such legal action.

11. This Agreement is made in the State of Florida and shall be governed by the laws of the State of Florida. All actions to enforce this agreement shall take place in a court of competent jurisdiction in Suwannee County, Florida.

12. Each party warrants and covenants to the other that the officers executing this Agreement have the authority to do so.

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

14. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2020-2021 academic year.

15. E-Verify – See EXHIBIT B.

In Witness Whereof, the parties hereto have set their hands and seals by their appropriate officers this _____ day of _____, 2021.

Suwannee Valley Community
Coordinated Child Care, Inc.

By: _____
Michele Ward
Executive Director
(386) 754-2233
mward@sv4cs.org

Witness:_____

School Board of Suwannee County,
Florida

By: _____
Tim Alcorn
Chairman
Suwannee County School Board

By: _____
Ted L. Roush
Superintendent of Schools

Witness:_____

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

Additional Staff Contact Information	
SV4Cs	**Suwannee County School Board**
Jeannie Boston Family / Health Services Administrator (386) 754-2222 x316 jboston@sv4cs.org	Michele Howard Coordinator of Health, Attendance, TAPP (386) 647-4277 michele.howard@suwannee.k12.fl.us
Brandy Geering Lead Family Support Specialist (386) 754-2222 x342 bgeering@sv4cs.org	
Tasha Morgan Family Support Specialist (EHS) (386) 364-2915 tmorgan@sv4cs.org	
Jasmine Billy Family Support Specialist (EHS) (386) 364-2915 jbilly@sv4cs.org	
Rachel Kastor Family Support Specialist (HS) (386) 364-4498 rkastor@sv4cs.org	

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, 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.

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

EXHIBIT B

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

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

   B. Subcontractors

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

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

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

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

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

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

ANJANA RANA, MD
BRIJ RANA, MD
413 N.W. 5th AVENUE
JASPER, FLORIDA 32052

This Agreement is entered into on July 1, 2021, between the Suwannee County School Board (SCSB) and Dr. Anjana Rana, MD and Dr. Brij Rana, MD, Jasper, FL (Healthcare Agency).

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

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

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

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

I. GENERAL CONDITIONS

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

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

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning July 1, 2021 through June 30, 2022; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

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

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

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

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

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

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

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

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

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

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

III. THE RTC'S RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

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

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

IV. HIPAA REQUIREMENTS

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

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

V. LIABILITY OF PARTIES

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

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

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

VI. INDEMNIFICATION

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

VII. PUBLIC RECORDS

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

VIII. GOVERNING LAW AND VENUE

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

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

IX. RELEASE OF STUDENT RECORDS

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

X. FORCE MAJEURE

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

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

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

B. Subcontractors

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

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

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

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

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).

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

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

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

BY: _____ DATE: _____
Tim Alcorn, Chairman
Suwannee County School Board

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

ANJANA RANA, MD
BRIJ RANA, MD
413 N.W. 5th Avenue
Jasper, Florida 32052

609 SW 5th Street
Live Oak, FL 32064

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

ACV Health Services, LLC
Dowling Park, Florida

This Agreement begins on July 1, 2021, between the Suwannee County School Board (SCSB) and ACV Health Services, LLC, Dowling Park, Florida (Healthcare Agency).

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

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

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

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

I. GENERAL CONDITIONS

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

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

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 1, 2021 through June 30, 2022; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

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

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

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

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

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

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

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

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

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

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

III. THE RTC'S RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

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

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

IV. HIPAA REQUIREMENTS

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

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

V. LIABILITY OF PARTIES

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

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

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

VI. INDEMNIFICATION

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

VII. PUBLIC RECORDS

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

VIII. GOVERNING LAW AND VENUE

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

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

IX. RELEASE OF STUDENT RECORDS

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

X. FORCE MAJEURE

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

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

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

B. Subcontractors

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

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

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

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

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).

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

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

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

BY: _____ DATE: _____
Tim Alcorn, Chairman
Suwannee County School Board

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

ACV Health Center, LLC

Dowling Park, Florida

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

ANJANA RANA, MD
BRIJ RANA, MD

Jasper, Florida

This Agreement is entered into on July 1, 2021, between the Suwannee County School Board (SCSB) and Dr. Anjana Rana, MD & Dr. Brij Rana, MD, Jasper, Florida (Healthcare Agency).

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

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

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

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

I. GENERAL CONDITIONS

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

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

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning July 1, 2021 through June 30, 2022; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

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

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

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

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

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

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

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

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

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

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

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

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

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

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

III. THE RTC'S RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

IV. HIPAA REQUIREMENTS

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

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

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

V. LIABILITY OF PARTIES

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

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

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

VI. INDEMNIFICATION

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

VII. GOVERNING LAW AND VENUE

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

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

VIII. PUBLIC RECORDS

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

IX. RELEASE OF STUDENT RECORDS

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

X. FORCE MAJEURE

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

XI. E-Verify. Effective July 1, 2020

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

B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

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

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).

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

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

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

BY: _____ DATE: _____
Tim Alcorn, Chairman
Suwannee County School Board

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

ANJANA RANA, MD
BRIJ RANA, MD

413 NW 5th Ave
Jasper, Florida 32052

609 SW 5th Street
Live Oak, FL 32064

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

FAMILY LIFE CARE, INC.

This Agreement is entered into on July 1, 2021, between the Suwannee County School Board (SCSB) and Family Life Care, Inc. Live Oak, Florida (Healthcare Agency).

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

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

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

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

I. GENERAL CONDITIONS

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

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

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning July 1, 2021 through June 30, 2022; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

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

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

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

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

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

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

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

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

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

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

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

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

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

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

III. THE RTC'S RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

IV. HIPAA REQUIREMENTS

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

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

V. LIABILITY OF PARTIES

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

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

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

VI. INDEMNIFICATION

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

VII. GOVERNING LAW AND VENUE

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

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

VIII. PUBLIC RECORDS

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

IX. RELEASE OF STUDENT RECORDS

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

X. FORCE MAJEURE

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

XI. E-Verify. Effective July 1, 2020

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

B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

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

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

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

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

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

BY: _____ DATE: _____
Tim Alcorn, Chairman
Suwannee County School Board

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

FAMILY LIFE CARE, INC.
609 5th Street SW Suite #6
Live Oak, Florida 32064

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

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

This Agreement begins on July 1, 2021, between the Suwannee County School Board (SCSB) and Andres R. Villar, MD, PA, d/b/a Children's Medical Center, Branford, Lake City, and Live Oak, Florida (Healthcare Agency).

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

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

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

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

I. GENERAL CONDITIONS

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

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

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 1, 2021 through June 30, 2022; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

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

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

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

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

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

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

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

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

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

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

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

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

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

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

III. THE RTC'S RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

IV. HIPAA REQUIREMENTS

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

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

V. LIABILITY OF PARTIES

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

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

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

VI. INDEMNIFICATION

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

VII. GOVERNING LAW AND VENUE

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

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

VIII. PUBLIC RECORDS

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

IX. RELEASE OF STUDENT RECORDS

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

X. FORCE MAJEURE

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

XI. E-Verify. Effective July 1, 2020

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

B. Subcontractors

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

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

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

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

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

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

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

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

BY: _____ DATE: _____
Tim Alcorn, Chairman
Suwannee County School Board

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

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

Branford, Lake City and Live Oak, Florida

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

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

This Agreement commences on July 1, 2021, between the Suwannee County School Board (SCSB) and Consulate Healthcare Baya Pointe Health and Rehabilitation Center Lake City, Florida (Healthcare Agency).

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

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

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

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

I. GENERAL CONDITIONS

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

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

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of twelve months, July 1, 2021 through June 30, 2022; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

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

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

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

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

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

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

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

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

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

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

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

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

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

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

III. THE RTC'S RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

IV. HIPAA REQUIREMENTS

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

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

V. LIABILITY OF PARTIES

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

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

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

VI. INDEMNIFICATION

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

VII. GOVERNING LAW AND VENUE

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

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

VIII. PUBLIC RECORDS

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

IX. RELEASE OF STUDENT RECORDS

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

X. FORCE MAJEURE

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

XI. E-Verify. Effective July 1, 2020

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

B. Subcontractors

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

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

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

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

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

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

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

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

BY: _____ DATE: _____
Tim Alcorn, Chairman
Suwannee County School Board

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

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

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

And

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

This Agreement is entered into on July 1, 2021, between the Suwannee County School Board (SCSB) and North Central Florida Hospice, Inc. d/b/a Haven Hospice (Healthcare Agency).

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

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

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

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

I. GENERAL CONDITIONS

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

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

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning upon the date of execution by both parties through June 30, 2022; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

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

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

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

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

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

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

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

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

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

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

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

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

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

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

III. THE RTC'S RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

IV. HIPAA REQUIREMENTS

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

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

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

V. LIABILITY OF PARTIES

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

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

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

VI. INDEMNIFICATION

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

VII. GOVERNING LAW AND VENUE

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

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

VIII. PUBLIC RECORDS

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

IX. RELEASE OF STUDENT RECORDS

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

X. FORCE MAJEURE

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

XI. E-Verify. Effective July 1, 2020

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

B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

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

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

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

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

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

BY: _____ DATE: _____
Tim Alcorn, Chairman
Suwannee County School Board

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

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

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

AN AGREEMENT

between

SUWANNEE COUNTY SCHOOL BOARD

and

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

This Agreement begins on July 1, 2021, between the Suwannee County School Board (SCSB) and Smith & Sorenson, LLC, D/B/A Rising Oaks Assisted Living, Live Oak, Florida (Healthcare Agency).

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

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

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

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

I. GENERAL CONDITIONS

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

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

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of 12 months beginning on July 1, 2021 through June 30, 2022; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

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

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

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

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

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

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

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

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

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

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

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

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

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

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

III. THE RTC'S RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

IV. HIPAA REQUIREMENTS

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

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

V. LIABILITY OF PARTIES

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

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

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

VI. INDEMNIFICATION

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

VII. GOVERNING LAW AND VENUE

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

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

VIII. PUBLIC RECORDS

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

IX. RELEASE OF STUDENT RECORDS

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

X. FORCE MAJEURE

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

XI. E-Verify. Effective July 1, 2020

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

B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

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

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

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

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

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

BY: _____ DATE: _____
Tim Alcorn, Chairman
Suwannee County School Board

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

Smith & Sorenson, LLC
D/B/A
Rising Oaks Assisted Living
201 Ranchera Street N.W.
Live Oak, Florida 32064

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2021, between the Suwannee County School Board (SCSB) and Sorensen Smith and Bay LLC d/b/a/ Homewood Lodge ALF (Clinical Site).

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

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

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

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

Section 1. Duties of Patient Care Technician and/or Practical Nurse Program Director

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

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

1.3 RTC shall retain responsibility for the administration of the Patient Care Technician and/or Practical Nurse program, its curriculum content, and the assignment, teaching, supervision and evaluation of the students.

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

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

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

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

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

Section 2. Duties of the Placement Site

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

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

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

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the Patient Care Technician Program and/or Practical Nurse Education Program.

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

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

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

Section 3. Implementation of Program

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

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

Section 4. Costs and Fees

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

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

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

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

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

Section 5. Liability of Parties

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

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

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

Section 6. Other Affiliations

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

Section 7. Term and Termination

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

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

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

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

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

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

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

Section 8. Request for Withdrawal of Student

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

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

Section 9. Amendments

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

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

Section 10. Indemnification

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

Section 11. Governing Law and Venue

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

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

Section 12. Public Records

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

Section 13. Force Majeure

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

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

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

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

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

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

By:_____
Ted L. Roush
Superintendent of Schools

By:_____
Tim Alcorn, Chairman
Suwannee County School Board

Date:_____

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

By:_____

By:_____

Date:_____

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

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

Lafayette Nursing and Rehabilitation

This Agreement begins on July 1, 2021, between the Suwannee County School Board (SCSB) and Lafayette Nursing and Rehabilitation, Mayo, Florida (Healthcare Agency).

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

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

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

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

I. GENERAL CONDITIONS

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

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

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 1, 2021 through June 30, 2022; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

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

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

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

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

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

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

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

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

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

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

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

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

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

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

III. THE RTC'S RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

IV. HIPAA REQUIREMENTS

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

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

V. LIABILITY OF PARTIES

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

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

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

VI. INDEMNIFICATION

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

VII. GOVERNING LAW AND VENUE

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

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

VIII. PUBLIC RECORDS

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

IX. RELEASE OF STUDENT RECORDS

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

X. FORCE MAJEURE

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

affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

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

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

B. Subcontractors

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

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

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

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

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

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

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

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

BY: _____ DATE: _____
Tim Alcorn, Chairman
Suwannee County School Board

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

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

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2021, between the Suwannee County School Board (SCSB) and Lake City Surgery Center, LLC, Lake City, FL (Clinical Site) for the 2021-2022 school year.

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

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

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

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

Section 1. Duties of Patient Care Technician and/or Practical Nurse Program Director

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

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

1.3 RTC shall retain responsibility for the administration of the Patient Care Technician and/or Practical Nurse program, its curriculum content, and the assignment, teaching, supervision and evaluation of the students.

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

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

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

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

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

Section 2. Duties of the Placement Site

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

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

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

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the Patient Care Technician Program and/or Practical Nurse Education Program.

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

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

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

Section 3. Implementation of Program

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

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

Section 4. Costs and Fees

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

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

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

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

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

Section 5. Liability of Parties

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

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

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

Section 6. Other Affiliations

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

Section 7. Term and Termination

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

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

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

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patents or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes (2019) see EXHIBIT A which is incorporated by reference herein.

Section 13. Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

Section 14. **E-Verify**. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, Florida 32064

By:_____
Ted L. Roush
Superintendent of Schools

By:_____
Tim Alcorn, Chairman
Suwannee County School Board

Date:_____

Lake City Surgery Center, LLC
208 SW Prosperity Place
Lake City, FL 32024

By:_____

By:_____

Date:_____

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

Madison Health and Rehabilitation Center
2481 W US Hwy 90
Madison, FL 32340

This Agreement is entered into on July 1, 2021, between the Suwannee County School Board (SCSB) and Madison Health & Rehabilitation Center, Madison, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program and Practical Nurse Education program for qualified students preparing to be Patient Care Technicians and/or Practical Nurses; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician and Practical Nurse students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning on July 1, 2021 through June 30, 2022; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education and Patient Care Technician programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education and Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC

2. Students shall be selected for the programs by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.

6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

6. To be responsible for the educational supervision of students in the program.

7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.

8. Maintain individual records of classes, student activities, and competencies.

9. Maintain strict confidentiality regarding all patient-centered information.

10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attomeys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

1. For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

XI. E-Verify. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

B. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

(iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Tim Alcorn, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Madison Health and Rehabilitation Center
2481 W US Hwy 90
Madison, FL 32340

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

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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

This Agreement is entered into on July 1, 2021, between the Suwannee County School Board (SCSB) and Pine House Inc., d/b/a Oakridge (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program and Practical Nurse Education program for qualified students preparing to be Patient Care Technicians and/or Practical Nurses; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Patient Care Technician and/or Practical Nurse students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Patient Care Technician and/or Practical Nurse Program Director

1.1 The Program Director shall design and coordinate a clinical rotation program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Patient Care Technician and/or Practical Nurse program, its curriculum content, and the assignment, teaching, supervision and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Patient Care Technician and Practical Nurse students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the Patient Care Technician Program and/or Practical Nurse Education Program.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, cafeteria, conference rooms, dressing rooms and/or locker or closet spaces, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures established by the Florida Board of Nursing and Florida Department of Education, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director of the Patient Care Technician program and Director of Practical Nursing program, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the program accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the Patient Care Technician program and Practical Nurse Education program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best

efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patents or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

Section 13. Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

Section 14. **E-Verify**. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, Florida 32064

By:_____
Ted L. Roush
Superintendent of Schools

By:_____
Tim Alcorn, Chairman
Suwannee County School Board

Date:_____

Pine House Inc., d/b/a Oakridge
297 SE CR 300
Mayo, FL 32066

By:_____

By:_____

Date:_____

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

Bienvenido Samera, MD
303 Suwannee Ave
Branford, Florida

This Agreement is entered into on July 1, 2021, between the Suwannee County School Board (SCSB) and Dr. Bienvenido Samera, MD PA, Branford, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician and Practical Nursing Education program for qualified students preparing to be Patient Care Technicians and/or Practical Nurses,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician and Practical Nurse students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning July 1, 2021 through June 30, 2022; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education and Patient Care Technician programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education and Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC

2. Students shall be selected for the programs by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.

6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

6. To be responsible for the educational supervision of students in the program.

7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.

8. Maintain individual records of classes, student activities, and competencies.

9. Maintain strict confidentiality regarding all patient-centered information.

10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

1. For all contractors as set forth in Section 119.071, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

XI. E-Verify. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Tim Alcorn, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Bienvenido Samera, MD
303 Suwannee Ave
Branford, Florida

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

HAMILTON HEALTH ENTERPRISES, INC.
d/b/a Suwannee Valley Nursing Center
Jasper, Florida

This Agreement begins on July 1 2021, between the Suwannee County School Board (SCSB) and Hamilton Health Enterprises, Inc., d/b/a Suwannee Valley Nursing Center, Jasper, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program and Practical Nurse Education program for qualified students preparing to be Patient Care Technicians and/or Practical Nurses; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician and Practical Nurse students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 1, 2021 through June 30, 2022; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Patient Care Technician program.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.

2. Students shall be selected for the programs by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.

6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

6. To be responsible for the educational supervision of students in the program.

7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.

8. Maintain individual records of classes, student activities, and competencies.

9. Maintain strict confidentiality regarding all patient-centered information.

10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3 Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

XI. E-Verify. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Tim Alcorn, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

HAMILTON HEALTH ENTERPRISES, INC.
d/b/a Suwannee Valley Nursing Center

Jasper, Florida

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

And

EMORY MEDICAL CORPORATION
d/b/a WOMEN'S CENTER OF FLORIDA
4812 Highway 90, Lake City, FL 32056

This Agreement is entered into on July 1, 2021, between the Suwannee County School Board (SCSB) and EMORY MEDICAL CORPORATION d/b/a Women's Center of Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program and Practical Nurse Education program for qualified students preparing to be Patient Care Technicians and/or Practical Nurses; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician and Practical Nurse students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning July 1, 2021 through June 30, 2022; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education and Patient Care Technician programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education and Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC

2. Students shall be selected for the programs by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.

6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

6. To be responsible for the educational supervision of students in the program.

7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.

8. Maintain individual records of classes, student activities, and competencies.

9. Maintain strict confidentiality regarding all patient-centered information.

10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

XI. E-Verify. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Tim Alcorn, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EMORY MEDICAL CORPORATION
d/b/a WOMEN'S CENTER OF FLORIDA

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

And

LITTLE PINE PEDIATRICS

This Agreement is entered into on July 1, 2021, between the Suwannee County School Board (SCSB) and Little Pine Pediatrics, PLLC, Madison, Alachua, Monticello and Perry, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program and Practical Nurse Education program for qualified students preparing to be Patient Care Technicians and/or Practical Nurses; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician and Practical Nurse students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning the date of execution by both parties through June 30, 2022; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education and Patient Care Technician programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education and Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC

2. Students shall be selected for the programs by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.

6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

6. To be responsible for the educational supervision of students in the program.

7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.

8. Maintain individual records of classes, student activities, and competencies.

9. Maintain strict confidentiality regarding all patient-centered information.

10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

1. For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

XI. E-Verify. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Tim Alcorn, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

LITTLE PINE PEDIATRICS, PLLC

194 NE Hancock
Madison, Florida 32340

And

1702 S. Jefferson Street
Perry, Florida 32348

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

And

Airport Clinic Inc.

This Agreement is entered into on July 1, 2021, between the Suwannee County School Board (SCSB) and Airport Clinic Inc. (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program and Practical Nurse Education program for qualified students preparing to be Patient Care Technicians and/or Practical Nurses; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician and Practical Nurse students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning the date of execution by both parties through June 30, 2022; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education and Patient Care Technician programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education and Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC

2. Students shall be selected for the programs by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.

6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

6. To be responsible for the educational supervision of students in the program.

7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.

8. Maintain individual records of classes, student activities, and competencies.

9. Maintain strict confidentiality regarding all patient-centered information.

10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

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IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

XI. E-Verify. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Tim Alcorn, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Airport Clinic Inc.

704 Gil Harbin Industrial Blvd
Valdosta, GA 31601

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

SOLARIS HEALTHCARE LAKE CITY, LLC
Lake City, Florida

This Agreement commences on July 1, 2021, between the Suwannee County School Board (SCSB) and Solaris HealthCare Lake City, Lake City, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program and Practical Nurse Education program for qualified students preparing to be Patient Care Technicians and/or Practical Nurses; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Commercial Food and Culinary Arts students and Dietetic Management and Supervision students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning July 1, 2021 through June 30, 2022; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Culinary Arts and Dietetic Management and Supervision programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Culinary Arts and Dietetic Management and Supervision programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.

2. Students shall be selected for the programs by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.

6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

6. To be responsible for the educational supervision of students in the program.

7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be made to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.

8. Maintain individual records of classes, student activities, and competencies.

9. Maintain strict confidentiality regarding all patient-centered information.

10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

XI. E-Verify. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

B. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

(iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Tim Alcorn, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Solaris HealthCare Lake City
560 SW McFarlane Ave
Lake City, FL 32025
386-758-4777

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

NF Suwannee, LLC d/b/a SUWANNEE HEALTH AND REHABILITATION CENTER
Live Oak, Florida

This Agreement begins on July 1, 2021, between the Suwannee County School Board (SCSB) and NF Suwannee, LLC, d/b/a, Suwannee Health Care Center, Live Oak, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician and Practical Nurse Education programs for qualified students preparing to be Licensed Patient Care Technicians and Practical Nurses; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technicians and Practical Nurse Education students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning July 1, 2021 through June 30, 2022; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Patient Care Technician and Practical Nurse Education programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Patient Care Technician and Practical Nurse Education programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.

2. Students shall be selected for the programs by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.

6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

6. To be responsible for the educational supervision of students in the program.

7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be made to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.

8. Maintain individual records of classes, student activities, and competencies.

9. Maintain strict confidentiality regarding all patient-centered information.

10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. Both parties shall indemnify and hold harmless the other party, it's officers, directors, agents and employees from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by the party in defending actions brought against it arising out of or related to the acts or omissions of the other party, its agents, officers, or employees in the provision of services or performance of duties by the that party pursuant to this Agreement.

VII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

VIII. GOVERNING LAW AND VENUE

1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the

foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

XI. **E-Verify**. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

B. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

(iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Tim Alcorn, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

NF Suwannee, LLC d/b/a, SUWANNEE HEALTH AND REHABILITATION CENTER

Live Oak, Florida

BY: _____ DATE: _____

TITLE: _____

Mail notices to:
President
Gulf Coast Health Care, LLC
40 Palafax Place, Suite 400
Pensacola, FL 32502

Suwannee County School Board Approved on _____.

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

RES-CARE
673 NW CLUSTER DRIVE
LAKE CITY, FL 32055

This Agreement is entered into on July 1, 2021, between the Suwannee County School Board (SCSB) and RES-CARE Lake City, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician and Practical Nursing Education program for qualified students preparing to be Patient Care Technicians and/or Practical Nurses,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician and Practical Nurse students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning July 1, 2021 through June 30, 2022; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education and Patient Care Technician programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education and Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC

2. Students shall be selected for the programs by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.

6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

6. To be responsible for the educational supervision of students in the program.

7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.

8. Maintain individual records of classes, student activities, and competencies.

9. Maintain strict confidentiality regarding all patient-centered information.

10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

1. For all contractors as set forth in Section 119.071, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

XI. E-Verify. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Tim Alcorn, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

RES-CARE
673 NW Cluster Drive
Lake City, FL 32055

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

ACV Health Services, LLC
Dowling Park, Florida

This Agreement begins on July 1, 2021, between the Suwannee County School Board (SCSB) and ACV Health Services, LLC, Dowling Park, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program, Practical Nurse Education program and Phlebotomy program for qualified students preparing to be Patient Care Technicians, Practical Nurses and/or Phlebotomist; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician, Practical Nurse and Phlebotomy students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 1, 2021 through June 30, 2022; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Patient Care Technician program.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.

2. Students shall be selected for the programs by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.

6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

6. To be responsible for the educational supervision of students in the program.

7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.

8. Maintain individual records of classes, student activities, and competencies.

9. Maintain strict confidentiality regarding all patient-centered information.

10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party

affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

XI. **E-Verify**. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

B. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

(iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Tim Alcorn, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

ACV Health Services, LLC

Dowling Park, Florida

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

ACV Health Services, LLC
Dowling Park, Florida

This Agreement begins on July 1, 2021, between the Suwannee County School Board (SCSB) and ACV Health Services, LLC, Dowling Park, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program, ~~and~~ Practical Nurse Education program, and Phlebotomy program for qualified students preparing to be Patient Care Technicians, Practical Nurses and/or Phlebotomist; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician, Practical Nurse and Phlebotomy students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 1, 2021 through June 30, 2022; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

CLINICAL EDUCATION AGREEMENT BETWEEN
SHANDS TEACHING HOSPITAL AND CLINICS, INC. AND
SUWANNEE COUNTY SCHOOL BOARD THRU
RIVEROAK TECHNICAL COLLEGE

THIS AGREEMENT, entered into upon the date of execution by both parties, between SHANDS TEACHING HOSPITAL AND CLINICS, INC. d/b/a UF HEALTH SHANDS HOSPITAL ("SHANDS") and **SUWANNEE COUNTY SCHOOL BOARD** thru **RIVEROAK TECHNICAL COLLEGE** ("SCSB").

This is a mutual agreement between SHANDS and SCSB to provide students enrolled in SCSB **Practical Nursing, PCT** Educational Program ("PROGRAM") supervised learning experiences in the care of patients in accordance with the provisions set forth in this Agreement.

It is mutually covenanted and agreed between the parties hereto as follows:

I. Responsibilities of SHANDS:

A. SHANDS, and the physicians with practice privileges with SHANDS, have ultimate responsibility for all patient care activities.

B. To provide to faculty and students of the SCSB available facilities and services in the planned learning experience.

C. To provide conference and meeting rooms as required and needed, as space is available.

D. To share in the responsibilities for the educational supervision of students in the PROGRAM.

E. To provide faculty and students in the PROGRAM access to emergency medical care when on SHANDS' premises. Payment for such care will remain the responsibility of the individual receiving treatment.

F. It is understood that SHANDS is not an agency or institution acting for SCSB, and that records that may be created and maintained by SHANDS on students are not education records as defined by the Family Educational Rights and Privacy Act ("FERPA"). To the extent SHANDS maintains education records at the request of SCSB, SHANDS agrees that it will not release, except to the SCSB or its agents or employees, such information, without the written consent of the student or as otherwise provided in FERPA.

G. To forward orientation material to SCSB to be handed out to students and faculty enrolled in the PROGRAM and to conduct its own on site orientation to SHANDS for incoming SCSB students and faculty.

II. Responsibilities of SCSB:

A. The SCSB has ultimate responsibility for all instructional activities of and for the grading of the students.

B. Selection of students under the various programs. Classes shall not exceed the teaching capabilities of SHANDS. SHANDS reserves the right to specify the number of students in a given program for optimum use of existing facilities. SCSB shall notify the appropriate SHANDS clinical department within 72 hours of any student's withdrawal from the PROGRAM. The specific number of

students to be assigned to the PROGRAM, the scheduling of classes and other learning activities, the faculty's accessibility to the students, and other issues unique to the relationship will be set forth in writing and agreed to by the parties prior to the initiation of the PROGRAM.

C. To comply with established policies and practices of SHANDS, including all applicable legislation and regulations.

D. To recommend students and faculty to SHANDS in a manner consistent with State and Federal laws relating to non-discrimination.

E. To maintain standards of the PROGRAM as recommended and prescribed by all governing bodies regulating the PROGRAM.

F. To employ qualified individuals as faculty members, and give faculty members and students orientation material, as previously provided by SHANDS, prior to reporting to SHANDS. PROGRAM shall contact the appropriate SHANDS departmental representative to ascertain any documentation that may be required for faculty members who assume direct student supervision of patient care activities.

G. To ensure that students and faculty with direct supervision responsibilities comply with SHANDS requirements as set forth in Exhibit A, including but not limited to physical examinations, tuberculosis screening, certain immunizations, AIDS training, CPR training, health insurance, HIPAA training and background checks, prior to entrance upon premises under the PROGRAM.

H. To maintain the required degree of discipline among its students and faculty, giving full consideration to the institution's standard of conduct and performance. SHANDS may, at any time, withdraw or exclude any faculty or student from its facilities, premises or clinical areas, whose conduct or performance is not, or has previously not been, in accordance with PROGRAM or SHANDS departmental standards, or whose conduct or performance is, or has previously been, unprofessional or detrimental to either SHANDS or the SCSB. Written report of the circumstances of the withdrawal or exclusion shall be submitted to the appropriate SCSB administrator.

I. Classes shall be programmed within the capabilities of SHANDS.

J. To maintain individual records of class and practicum student competency and health.

K. Where applicable, to prepare any rotational plans for services to be used for experience and to secure the approval of this plan from SHANDS prior to the beginning of the educational PROGRAM within the facilities. Major changes made in the plans will not be effective until such time as they are approved by SHANDS.

L. To require its faculty and students to hold as confidential any patient information acquired. Any disclosure of patient information must be in accordance with Shands policy, Section 395.3025, Florida Statutes, and other applicable law.

M. For faculty with direct supervision responsibilities at SHANDS, SCSB shall at all times maintain professional liability insurance coverage in the minimum amount of one million dollars ($1,000,000) per occurrence and three million ($3,000,000) aggregate with an insurance company with a minimum Best Rating of "A." SCSB may satisfy this requirement by demonstration of self-insurance deemed fiscally sound by an independent casualty actuary. Such insurance or self-insurance shall be an occurrence based policy, or a claims based policy maintained for the Statute of Limitations period as set forth in Section 95.11, Florida Statutes. SCSB shall demonstrate compliance with this section by providing SHANDS with a Certificate of Insurance evidencing such coverage prior to the faculty

member's arrival at SHANDS. SCSB will provide evidence of such insurance at any time on reasonable request.

N. To ensure that students shall at all times maintain professional liability insurance coverage in the minimum amount of one million dollars ($1,000,000) per occurrence and three million ($3,000,000) aggregate. Such insurance shall be an occurrence based policy, or a claims based policy maintained for the Statute of Limitations period, as set forth in Section 95.11, Florida Statutes. Student shall demonstrate compliance with this section by providing SHANDS with a Certificate of Insurance evidencing such coverage prior to his or her arrival at SHANDS. Student will provide evidence of such insurance at any time on reasonable request.

0. To ensure that a criminal background investigation in the student's state of residence for the prior seven years or, if the student is under the age of twenty-five (25), since the age of eighteen is conducted for each student prior to the student's assignment to the hospital pursuant to this Agreement. SCSB shall notify SHANDS of any and all criminal convictions ascertained through the criminal background investigation.

III. General Conditions

A. SHANDS and the SCSB agree that each shall be treated for all purposes as independent contractors and that all students under the PROGRAM shall remain agents or students of the SCSB. The SCSB agrees that it will not act, or represent that it is acting, as an agent of SHANDS, or incur any obligations on the part of SHANDS, without first obtaining express written authority from SHANDS. This Agreement is not intended and shall not be construed to create the relationship of agency, partnership, joint venture, or association between SHANDS and SCSB, or to create an employment relationship between SHANDS and SCSB or SHANDS and the students in the PROGRAM.

B. SCSB agrees that it will not use the name of SHANDS in any advertising or commercial without first obtaining the express written authorization from SHANDS.

C. SHANDS and the SCSB agree that this Agreement shall continue in effect for two (2) years and shall be automatically renewed from year to year thereafter; provided, however, that either party may terminate this Agreement at any time by giving the other party notice in writing at least ninety days prior to the intended termination date. Provide further, that students currently enrolled in the PROGRAM shall be permitted to complete the course. Modification of this Agreement shall be made by mutual written consent of both parties. A memorandum noting the modification shall be attached to the Agreement and shall include the date and signatures of parties agreeing to it.

D. SHANDS and the SCSB agree that executed copies of this Agreement shall be placed on file with the appropriate Vice President of SHANDS and the SCSB.

E. All notices by either party required or permitted by this Agreement shall be in writing and delivered by registered or certified mail with the United States Postal Services, postage prepaid, return receipt requested, by overnight deliver (for which evidence of delivery is obtained by sender), or by hand delivery, to the representatives specified herein.

If to the SCSB:

Ted. L. Roush, Superintendent
Suwannee County School District
1740 Ohio Avenue, South
Live Oak, FL 32064
386-647-4600

Mary Keen, Principal
RIVEROAK Technical College
415 SW Pinewood Drive
Live Oak, FL 32064
386-647-4200
mary.keen@suwannee.k12.fl.us

If to Shands:

Attn: **Jean Bulmer, DNP, RN-BC Admin Director**
Nursing Education PO Box 100335
Gainesville, FL 32610
352.265.0194
bulmej@shands.ufl.edu

F. This Agreement is nonexclusive. The parties reserve the right to enter into similar Agreements with other institutions.

G. The terms set forth in this Agreement constitute all the terms and conditions agreed upon by the parties hereto and no other terms and conditions shall be valid and binding on the parties hereto unless reduced to writing and executed by the parties hereto.

H. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

I. The parties to this Agreement shall comply with applicable state and federal laws, rules and regulations governing patient and medical record confidentiality. Additionally, SCSB shall cooperate with SHANDS so that SHANDS can comply with the regulations promulgated by the Health Insurance Portability and Accountability Act.

J. This Agreement may not be assigned, in whole or in part, by either party, other than to a successor in interest, without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in several counterparts, each of which shall be deemed an original, as of the day and year first above set forth.

RIVEROAK TECHNICAL COLLEGE

_____ _____

Tim Alcorn, Board Chairman Date

_____ _____

Ted L. Roush, Superintendent of Schools Date

SHANDS TEACHING HOSPITAL AND CLINICS, INC. d/b/a UF HEALTH SHANDS HOSPITAL

By:_____ _____

(CEO OR ADMINISTRATOR) Date

EDWARD JIMENEZ

"Approved as to Form and Sufficiency

BY_____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

Exhibit A

REQUIREMENTS FOR STUDENTS AND/OR FACULTY PARTICIPATING IN CLINICAL EXPERIENCE AT SHANDS

Students and faculty with on-site supervision responsibilities must provide proof that they meet the following requirements when they come to Shands to begin their clinical experience:

1. General Health Screening and/or physical examination.

2. Proof of two MMR vaccines, administered 4 weeks apart, OR Laboratory (serological) proof of immunity to measles and rubella.

   Documentation of immunity to Chickenpox (varicella) by one of the following:
   - Documentation of two varicella vaccinations, administered 8 weeks apart, OR
   - Laboratory (serological) proof of immunity, OR
   - Documentation of a history of varicella disease o r herpes zoster ("shingles") by a licensed healthcare provider.

3. Tuberculosis screening: Documentation of a negative tuberculin skin test (PPD) or negative TB-IGRA blood test within 12 months of start of clinical rotation. If history of previous testing was positive, there must be documentation of I) a chest x-ray showing no active tuberculosis disease and 2) completion of preventive therapy or treatment for active tuberculosis disease.

4. Hepatitis B vaccine:
   - Documentation of completion of hepatitis B vaccine series.
   - Documentation of Hepatitis B surface antibody serology **(optional, but recommended).**
   - Declination of Hepatitis B vaccination completed.

5. Tetanus / Diphtheria / Pertussis: Documentation of one dose of tetanus/diphtheria/pertussis (Tdap) vaccination.

6. Vaccination with the current season's quadrivalent formulation of the flu vaccine.

7. Completed training course on HIV and AIDS, as required by State Law.

8. CPR certified.

9. Evidence of health insurance. (May be waived for students demonstrating hardship).

10. Completed Shands' HIPAA training and orientation.

11. Criminal background check.

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2021, between the Suwannee County School Board (SCSB) and Baya Pharmacy, Baya Drive, Lake City, FL (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technician program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technician students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technician Program Director

1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Pharmacy Technician Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Pharmacy Technician students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Pharmacy Technician.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, break room, conference rooms, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technician, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technician Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

12.1 For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

Section 13. Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

Section 14. **E-Verify**. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, Florida 32064

By:_____
Ted L. Roush
Superintendent of Schools

By:_____
Tim Alcorn, Chairman
Suwannee County School Board

Baya Pharmacy
780 S.E. Baya Drive
Lake City, FL 32025

By:_____

By:_____

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2021, between the Suwannee County School Board (SCSB) and Baya Pharmacy (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technician program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technician students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technician Program Director

1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Pharmacy Technician Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

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2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Pharmacy Technician students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Pharmacy Technician.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, break room, conference rooms, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technician, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technician Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

12.1 For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

Section 13. Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

Section 14. **E-Verify**. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, Florida 32064

By:_____
Ted L. Roush
Superintendent of Schools

By:_____
Tim Alcorn, Chairman
Suwannee County School Board

Baya Pharmacy
1465 US 90 STE 110
Lake City, FL 32055

By:_____

By:_____

"Approved as to Form and Sufficiency

BY_____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2021, between the Suwannee County School Board (SCSB) and Cheek & Scott Drugs, Inc. (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technician program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technician students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technician Program Director

1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Pharmacy Technician Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Pharmacy Technician students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Pharmacy Technician.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, break room, conference rooms, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technician, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technician Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

12.1 For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

Section 13. Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

Section 14. **E-Verify**. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, Florida 32064

Cheek & Scott Drugs, Inc.
1520 S. Ohio Avenue
Live Oak, FL 32064

Cheek & Scott Drugs, Inc.
4785 W US Hwy. 90
Lake City, FL 32055

Cheek & Scott Drugs, Inc.
1150 US Hwy 41 NW
Suite 13
Jasper, FL 32052

By:_____
Ted L. Roush
Superintendent of Schools

By:_____

By:_____
Tim Alcorn, Chairman
Suwannee County School Board

By:_____

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

HEALTHCARE SUPPORT STAFF EXTERNSHIP TRAINING AGREEMENT

This Agreement is entered into on the 1st day of July, 2021 by and between CVS Health, Inc., with offices at One CVS Drive, Woonsocket, RI 02895, on behalf of itself and its subsidiaries and affiliates, including for the avoidance of doubt CVS Pharmacy, Inc L.L.C.; Caremark, L.L.C.; Omnicare, L.L.C.; and Minute Clinic, L.L.C. and entities (collectively, "CVS Health") and Suwannee County School Board (SCSB), with offices at RIVEROAK Technical College (the "School").

WHEREAS, the School has established, as part of its Healthcare Support Staff program, an institutional externship training (hereinafter referred to as the "Training Program") at the option of a student (hereinafter referred to individually, as a "Student" and collectively, as the "Students"), which requires clinical facilities, equipment, services and tutelage by approved practitioners of pharmacy or nurse practitioners or physician assistants (hereinafter referred to as "Trainers") to provide this practical experience; and

WHEREAS, CVS Health has the appropriate facilities, equipment, services and Trainers to provide the necessary practical experience for the benefit of the Students;

NOW THEREFORE, it is agreed by and between the School and CVS Health that:

A. The School will:

1. Appoint a primary contact (hereinafter the "School Coordinator") at the School to coordinate performance of the School's responsibilities hereunder.

2. Provide information regarding dates for period of instruction, in accordance with the School calendar and forecasts of Students to be assigned to CVS Health.

3. If requested by CVS Health, ensure that all Students meet current immunization standards as may be necessary to safeguard public health.

4. Authorize the School Coordinator to serve as liaison between the School and CVS Health to achieve the objectives of the Training Program.

5. Ensure that all Students satisfy state licensure and/or registration requirements and, upon request, provide a copy of the related license and/or registration documentation to CVS Health.

6. Ensure that all Students satisfy CVS Health requirements for individuals to access and train in the pharmacy, including but not limited to, ensure that every Student, prior to the beginning of their training, completes the Student Statement and Acknowledgement Form, attached here as Exhibit A.

7. Provide workers' compensation insurance for Students, to the extent required by law.

B. CVS Health, consistent with its primary obligations to care for its patients and consistent with its available space and facilities will use commercially reasonable efforts to implement the objectives of the Training

School Initials: _____
CVS Health Initials: _____

Program, in cooperation with the School, by undertaking the following:

1. Instruction in HealthCare Support Staff skills and knowledge at a CVS Health location in accordance with guidelines and objectives of the Training Program.

2. Provide information regarding dates for period of instruction, in accordance with the Agency calendar and forecasts of Participants to be assigned to CVS Health.

3. Completion of records and reports necessary for the conduct and verification of a Student's participation.

4. Acceptance of Students as recommended by the School to be assigned to Trainers of CVS Health.

5. Provision of existing equipment, facilities, supplies and services for Students assigned to CVS Health, as may be necessary, in the opinion of CVS Health, to attain the objectives of the Training Program.

C. No stipend or wages of any kind will be provided to Students. Students will be responsible for their transportation and other expenses, including meals. It is specifically agreed that neither the School nor CVS Health shall be responsible for costs or expenditures incurred by the other in the conduct of the Training Program. Moreover, the parties acknowledge and agree that at no point during the term of this Agreement or thereafter shall the School provide CVS Health with any monetary consideration in connection with CVS Health's participation in the Training Program.

D. CVS Health and the School agree that no Student shall be an employee or agent of CVS Health and that no Student shall be deemed an employee or agent of CVS Health for any purpose whatsoever. CVS Health and the School also agree that CVS Health is not a joint employer of any Student. To the extent that CVS Health is deemed to be an employer of a Student, to any degree, the School shall be responsible for any damages, penalties, attorneys' fees, or fines associated with such a determination, including unpaid wages. The parties acknowledge and agree that CVS Health will in no way be under any legal obligation with respect to the Training Program, by virtue of this Agreement or any other expression, written or otherwise, to hire any Student upon the termination of the Training Program or this Agreement, whichever occurs first. The parties acknowledge and agree that, during the term of this Agreement, in no such event shall a Student displace any current or future employee of CVS Health.

E. Students and employees of the School shall adhere to the rules, regulations, procedures and policies of CVS Health while on CVS Health premises and during the course of instruction in the Training Program, including, but not limited to, rules stated in the Student Statement and Acknowledgement Form, attached hereto as Exhibit A. CVS Health shall have the right in its sole discretion to immediately terminate the participation of any Student in the Training Program without any liability in the event that a Student violates any CVS Health rule, regulation, procedure or policy. CVS Health shall notify the designated School representative as soon as reasonably possible if such termination occurs. CVS Health reserves the right to take immediate action where expedient to maintain the operation of its facilities free from the disruption, including, but not limited to, cancelling or re-scheduling training sessions and relocating Students to different CVS Health locations without advance notice.

F. Students shall complete all introductory activities and orientations as deemed necessary by CVS Health.

School Initials: _____
CVS Health Initials: _____

The School acknowledges that Students may be required to provide certain personal information, including, but not limited to, date of birth, to access CVS Health's web-based training applications and to be subjected to any and all background checks and screening deemed required by CVS Health.

G. The School shall furnish insurance and keep it in full force and effect at all times during the term of this Agreement (with a five-year tail if claims-based), naming CVS Health Corporation as an additional insured party for all obligations of the School to CVS Health hereunder, up to the limits of liability set forth below. The policies shall be underwritten by an insurance company that carries an A- or better rating from A.M. Best. Each policy shall provide that such insurance will be primary insurance with respect to CVS Health Corporation and its subsidiaries and affiliates. The certificate of insurance, which CVS Health may request in writing during the term of this Agreement, shall contain a clause that the insurer will not cancel or implement material adverse changes in the insurance without first giving CVS Health thirty (30) days' prior written notice.

- General Liability Coverage, for personal or bodily injury and property damage, including Broad Form Endorsement, in combined single limit of not less than Two Million Dollars ($2,000,000) per occurrence.

H. CVS Health agrees to indemnify and hold harmless the School, and its officers, directors, employees, faculty, agents, servants, and students with respect to any and all claims, damages, lawsuits and expenses (including attorneys' fees) against the School resulting from omissions or acts of negligence or willful misconduct committed by CVS Health, or any of CVS Health's directors, agents, officers, servants or employees (except in any such case any Student).

I. The School agrees to indemnify and hold harmless CVS Health, and its officers, directors, employees, agents, and servants with respect to any and all claims, damages, lawsuits and expenses (including attorney's fees) against CVS Health resulting from omissions or acts of negligence or willful misconduct committed by the Student, the School or any of the School's directors, agents, officers, faculty, other students, or employees.

J. The School recognizes that the Students, during the period in which the Students are providing services to CVS Health, may gain knowledge of, have access to, or otherwise obtain certain confidential information about CVS Health. Neither the School nor its agents, officers, faculty, students (including the Students), or employees shall make copies of, take, distribute, disclose, directly or indirectly, or otherwise use at any time, during the term of this Agreement or thereafter, any such confidential information concerning CVS Health, including, but not limited to, financial, accounting, personnel, statistical, or prescription information, or any process, compilation of information, record or specification, or any information concerning CVS Health's business operations, inventory, products, customers, clients, patients or research and development program (collectively referred to as "CVS Health Confidential Information") without the prior written consent of CVS Health, except as may be necessary in the performance of the duties of the School and/or a Student under this Agreement. As part of its duties pursuant to the foregoing, and not by way of limitation, the School shall not disclose CVS Health Confidential Information of a CVS Health entity, subsidiary or affiliate thereof to another CVS Health entity, affiliate or subsidiary except as explicitly permitted hereunder. The School agrees to restrict dissemination of CVS Health Confidential Information to the School's personnel and agents, including the Students, on a "need-to-know" basis. All copies of such CVS Health Confidential Information in written,

School Initials: _____
CVS Health Initials: _____

graphic or other tangible form shall be returned to CVS Health upon request or upon the termination of this Agreement, whichever is sooner. All copies of such CVS Health Confidential Information in electronic form shall be destroyed upon the written request of CVS Health. All School personnel and agents, including the Students, providing services for CVS Health pursuant to this Agreement shall be advised of the confidentiality provisions of this Agreement and shall be required to execute an acknowledgment that they are personally bound by said provisions. The foregoing contractual duties to protect CVS Health Confidential Information are in addition to, and not a substitution for, any greater or additional duties imposed by law. The School's obligations in this section shall survive the termination of this Agreement.

K. The School and CVS Health have non-discriminatory policies. Neither party shall discriminate against any assigned Student or other representative of the other party during the course of the Training Program on the basis of age, religion, race, color, creed, sex, veteran status, national origin, disability or any other characteristic protected by law.

L. This Agreement shall be governed by the laws of the State of Florida

M. Any notices ("Notice") by either party to the other shall be made by registered or certified mail or by overnight courier service, provided that a receipt is required, and mailed to the addresses noted below, which may be changed by either party by written Notice to the other party.

CVS:
CVS Health, Inc.
Workforce Initiatives
CVS Regional Learning Center
1544 Piedmont Avenue
Atlanta, GA 30324
ATTN: Mike Romesburg, Lead Manager Workforce Initiatives

School:
Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, FL 32064

RIVEROAK Technical College
415 Pinewood Drive SW
Live Oak, FL 32064

N. This Agreement, together with each exhibit, constitutes the entire agreement of the parties to this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof. This Agreement may be

School Initials: _____
CVS Health Initials: _____

amended by mutual written consent of the parties.

O. This Agreement shall become effective upon execution by the second signatory hereto, and will thereafter automatically renew for one-year terms; provided, either party may terminate this Agreement upon ten (10) days' prior written notice to the other. In the event of any such termination by CVS Health, CVS Health shall use commercially reasonable efforts to allow those Students already participating in the Training Program to complete their assignment at CVS Health.

P. For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT C which is incorporated by reference herein.

Q. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

R. **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).

School Initials: _____
CVS Health Initials: _____

Executed and acknowledged as the Agreement by an authorized representative of each party:

By: **CVS Health, Inc.**

_____
Signature

Esther Yanira Hurst
Name - Print or type

Workforce Initiatives Manager
Title

By: **Suwannee County School Board ***

_____
Signature

Tim Alcorn
Name - Print or type

School Board Chairperson
Title

_____
Signature

Ted L. Roush
Name – Print or type

Superintendent
Title

* If the School has made no changes to this Agreement, please initial here _____

Last Updated: August 9th, 2016

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

School Initials: _____
CVS Health Initials: _____

EXHIBIT A
PARTICIPANT STATEMENT AND ACKNOWLEDGMENT
FAIR LABOR STANDARDS ACT

As a participant participating in an externship/clerkship training program (the "Training Program") at CVS Health, Inc. (or any of its affiliates, subsidiaries or related companies) including, without limitation, CVS Pharmacy, L.L.C.; Caremark, L.L.C., Omnicare L.L.C., and MinuteClinic, L.L.C.; or Minute Clinic, L.L.C. (hereinafter collectively referred to as "CVS Health"), you are participating in the Training Program for your benefit as part of your education. Although the Training Program includes the actual operation of a CVS Health facility, it is similar to training you would be given in an educational environment. During the Training Program you will work under close supervision of existing staff and will not displace any regular CVS Health employees. **You will not be an employee of CVS Health and are not eligible for any wages or benefits from CVS Health.** At the conclusion of this Training Program you are not entitled to a job with CVS Health. Further, CVS Health derives no immediate advantage from your participation in the Training Program and on occasion CVS Health's operations may actually be impeded. CVS Health reserves the right to end your participation in the program at any time with or without notice or cause.

CUSTOMER/PATIENT CONFIDENTIALITY

As a participant participating in the Training Program, it is critical that all CVS Health team members (including you) protect and maintain as absolutely confidential CVS Health Confidential Information defined as: (1) personally identifiable information (PII) of customers and protected health information (PHI) of patients that you may have access to, or otherwise become aware of (for example, this includes information relating to prescriptions, diagnoses, therapy, family data, and any other personal information regarding a customer); and (2) all proprietary information relating to the business of CVS Health, including financial data and analyses, trade secrets, intellectual property, technological information and any other information deemed proprietary by CVS Health.

To that end, it is the policy of CVS Health that all members of our team, including you, shall, **at all times**, maintain and protect CVS Health Confidential Information. You shall not use, access, disclose or otherwise discuss CVS Health Confidential Information with other CVS Health team members (including, for example, CVS Pharmacy, Caremark, Coram, Omnicare, or Minute Clinic employees or other participant volunteers), personnel or with any person outside of the CVS Health organization except on a need-to-know basis to perform your externship/clerkship training functions. Any third party requests or inquiries for CVS Health Confidential Information must be directed to your immediate training supervisor. Any questions or concerns regarding this policy should be directed to your immediate training supervisor. You are also required to review, acknowledge, and comply with all CVS Health privacy and security policies and procedures and Code of Conduct, which are described in the employee handbook, a copy of which has been provided to you on or prior to the date thereof, while participating in an externship/clerkship training program at CVS Health.

Adherence to these requirements is a condition of your participation in the Training Program at CVS Health. You should be aware that any unauthorized use, access to or disclosure of customer/patient information may expose you and your agency to legal claims by customers or their family members for improper disclosure of PII and/or PHI. In addition, anyone who releases, uses or discloses such information without proper authorization may be subject to civil and/or criminal penalties under state and federal laws.

Please acknowledge your receipt of this statement by signing below and returning the signed original to your supervisor. If you wish, you may have a copy for your reference.

Reviewed and Acknowledged by:

Signature: _____

Print Name: _____ Date: _____

School Initials: _____

CVS Health Initials: _____

EXHIBIT B

LOSS PREVENTION POLICY/PROCEDURES

The following guidelines are intended to provide all CVS Health store employees and non-employee interns with important information regarding sales transactions, personal purchases, and general security procedures. These highlight some, but not all, of the company's loss prevention procedures.

SALES TRANSACTIONS:

Each transaction with a customer must be completed before the next customer is served. This includes receiving the amount tendered, giving the customer their change and receipt, placing the money in the drawer, and closing the drawer. Separate sales, regardless of size, must not be grouped into a single register recording. Each customer must be waited on, in turn, and be issued a receipt. In the event that a customer refuses a receipt, or leaves the exact amount and hurries on, this sale must be recorded immediately and the receipt in both cases must be torn in half and discarded. As a loss prevention measure, CVS Health utilizes a shopping service which visits your store regularly to observe if sales transactions are being rung up properly, and to observe that all register procedures are being followed correctly. As part of your orientation, your Store Manager will review the Shopper Observation report with you. Your Store Manager, District Manager, Field Auditor, and Loss Prevention Representative regularly perform complete or partial audits. These audits include cashing out registers at random and reviewing all detail tapes and register/cashier verifications since the last audit for compliance with register procedure.

PERSONAL PURCHASES:

At no time may you ring up your own purchases. At no time may you leave the store with merchandise that has not been paid for (including processed employee film). All merchandise to be consumed during your work shift, such as beverages, chips, candy, gum, cigarettes, etc., must be purchased prior to its consumption. You must retain the sales receipt from this purchase until the merchandise has been consumed. Personal purchases must be rung by another employee. The bag of merchandise must be stapled closed with the receipt attached and must be retained in the Manager's office until the end of your work shift. Merchandise purchased with an employee discount is for the personal consumption of the employee or the employee's immediate family. Discount cards are to be used only by the employee or the employee's spouse. The merchandise may not be resold. (Note: interns will not have the employee discount card.)

GENERAL SECURITY PROCEDURES:

Any bags of merchandise from other stores that you bring to work must be stapled closed and retained in the Manager's office until the end of your work shift. All handbags must be secured in your assigned locker. Merchandise for which you have not paid may not be stored in your locker. Pocketbooks, gym bags, etc., which do not fit in your locker, must be retained in the Manager's office until the end of your work shift. All merchandise removed from the store must be in a bag and stapled closed with a receipt attached. CVS Health reserves the right to inspect all packages, pocketbooks, bags, etc., at the time you leave the store. Lockers and locks remain company property, and CVS Health reserves the right to inspect locker contents at any time. Only a company-issued lock should be used on your assigned locker.

Please acknowledge your receipt of the Loss Prevention Policy/Procedure statement by signing below. If you wish, you may have a copy for your reference.

Reviewed and Acknowledged by:

Signature: _____

Print Name: _____ Date: _____

School Initials: _____

CVS Health Initials: _____

EXHIBIT C

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

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.

School Initials: _____
CVS Health Initials: _____

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2021, between the Suwannee County School Board (SCSB) and North Florida Pharmacy, Inc. (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technician program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technician students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technician Program Director

1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Pharmacy Technician Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Pharmacy Technician students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Pharmacy Technician.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, break room, conference rooms, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technician, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technician Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

12.1 For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

Section 13. Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

Section 14. **E-Verify**. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, Florida 32064

North Florida Pharmacy, Inc.
347 SW Main Blvd.
Lake City, FL 32025

North Florida Pharmacy, Inc.
305 SW US Hwy. 27
Branford, FL 32008

North Florida Pharmacy, Inc.
3718 W. US Hwy. 90
Lake City, FL 32055

North Florida Pharmacy, Inc.
229 W. Main Street
Mayo, FL 32066

By:_____
Ted L. Roush
Superintendent of Schools

By:_____

By:_____
Tim Alcorn, Chairman
Suwannee County School Board

By:_____

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2021, between the Suwannee County School Board (SCSB) and Walgreen Company, Lake City, Florida (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technician program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technician students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technician Program Director

1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Pharmacy Technician Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Pharmacy Technician students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Pharmacy Technician.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, break room, conference rooms, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technician, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technician Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

12.1 For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

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Section 14. **E-Verify**. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

B. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

(iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, Florida 32064

By:_____
Ted L. Roush
Superintendent of Schools

By:_____
Tim Alcorn, Chairman
Suwannee County School Board

Walgreen Company
2094 West US Highway 90
Lake City, FL 32055

By:_____

By:_____

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

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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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A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AFFILIATION AGREEMENT

This Agreement is entered on July 1, 2021, between the Suwannee County School Board (SCSB) and Walgreen Company (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technician program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technician students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technician Program Director

1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Pharmacy Technician Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Pharmacy Technician students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Pharmacy Technician.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, break room, conference rooms, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technician, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technician Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

12.1 For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

Section 13. Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

Section 14. **E-Verify**. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, Florida 32064

By:_____
Ted L. Roush
Superintendent of Schools

By:_____
Tim Alcorn, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Walgreen Company
1515 Ohio Avenue S.
Live Oak, FL 32064
Attn: Rebecca Sapp

By:_____

By:_____

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2021, between the Suwannee County School Board (SCSB) and Doctor's Memorial Hospital Inc., Perry, FL (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College, (RTC), operates a Surgical Technology program for qualified students preparing to be Surgical Technologist; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Surgical Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Surgical Technology Program Director

1.1 The Program Director shall design and coordinate a clinical rotation program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less that six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Surgical Technology Program, its curriculum content, and the assignment, teaching, supervision and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Surgical Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Surgical Technology.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, cafeteria, conference rooms, dressing rooms and/or locker or closet spaces, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures established by Association of Surgical Technicians, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Surgical Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Surgical Technology Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patents or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

Section 13. Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

Section 14. **E-Verify**. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

B. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

(iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, Florida 32064

By:_____
Ted L. Roush
Superintendent of Schools

By:_____
Tim Alcorn, Chairman
Suwannee County School Board

Doctor's Memorial Hospital Inc.
333 N. Byron Butler Pkwy
Perry, Florida 32347

By:_____

By:_____

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2021, between the Suwannee County School Board (SCSB) and Lake City Surgery Center, LLC, Lake City, FL (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Surgical Technology program for qualified students preparing to be Surgical Technologist; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Surgical Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Surgical Technology Program Director

1.1 The Program Director shall design and coordinate a clinical rotation program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less that six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Surgical Technology Program, its curriculum content, and the assignment, teaching, supervision and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Surgical Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Surgical Technology.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, cafeteria, conference rooms, dressing rooms and/or locker or closet spaces, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures established by Association of Surgical Technicians, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Surgical Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Surgical Technology Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patents or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

Section 13. Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

Section 14. **E-Verify**. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, Florida 32064

By:_____
Ted L. Roush
Superintendent of Schools

By:_____
Tim Alcorn, Chairman
Suwannee County School Board

Lake City Surgery Center, LLC
208 SW Prosperity Place
Lake City, FL 32024

By:_____

By:_____

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

Madison County Memorial Hospital

This Agreement begins on July 1, 2021, between the Suwannee County School Board (SCSB) and Madison County Memorial Hospital (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Phlebotomy Program for qualified students preparing to be Licensed Phlebotomist; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Phlebotomy students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 1, 2021 through June 30, 2022; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Phlebotomy program.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Phlebotomy Program through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.

2. Students shall be selected for the programs by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.

6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

6. To be responsible for the educational supervision of students in the program.

7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.

8. Maintain individual records of classes, student activities, and competencies.

9. Maintain strict confidentiality regarding all patient-centered information.

10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

2. Each party agrees to hold each other harmless. Each party agrees, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof.

VII. GOVERNING LAW AND VENUE

1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

XI. E-Verify. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Tim Alcorn, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Madison County Memorial Hospital
224 NW Crane Avenue
Madison, FL 32340

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

SOLARIS HEALTHCARE LAKE CITY, LLC
Lake City, Florida

This Agreement commences on July 1, 2021, between the Suwannee County School Board (SCSB) and Solaris HealthCare Lake City, Lake City, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Commercial Foods and Culinary Arts Program and Dietetic Management and Supervision Program for qualified students preparing to be Commercial Food and Culinary Managers and Dietary Managers; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Commercial Food and Culinary Arts students and Dietetic Management and Supervision students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning July 1, 2021 through June 30, 2022; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Culinary Arts and Dietetic Management and Supervision programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Culinary Arts and Dietetic Management and Supervision programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.

2. Students shall be selected for the programs by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.

6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

6. To be responsible for the educational supervision of students in the program.

7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be made to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.

8. Maintain individual records of classes, student activities, and competencies.

9. Maintain strict confidentiality regarding all patient-centered information.

10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

XI. E-Verify. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Tim Alcorn, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Solaris HealthCare Lake City
560 SW McFarlane Ave
Lake City, FL 32025
386-758-4777

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

NF Suwannee, LLC d/b/a SUWANNEE HEALTH AND REHABILITATION CENTER
Live Oak, Florida

This Agreement begins on July 1st 2021, between the Suwannee County School Board (SCSB) and NF Suwannee, LLC, d/b/a, Suwannee Health and Rehabilitation Center, Live Oak, Florida (Healthcare Agency).

Whereas, SCSB, through the Suwannee High School (SHS), operates a Nursing Assistant program for qualified students preparing to be Licensed Certified Nursing Assistants,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Nursing Assistant education students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the SHS. The SHS agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the SHS faculty, agents, or students.

2. The Healthcare Agency and SHS concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and SHS concur that this agreement shall continue in effect for the period of one and a half years beginning July 1, 2021 through June 30, 2022; and shall be renewed from year to year thereafter, unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the SHS agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Principal of the SHS.

6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Nursing Assistant Education program.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Patient Care Technician and Practical Nurse Education programs through the cooperation and assistance of its staff and employees along with the faculty and students of the SHS.

2. Students shall be selected for the programs by the SHS.

3. To make available to faculty and students of the SHS the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the SHS all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.

6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

8. The responsibility for the patient remains with the Healthcare Agency.

III. THE SHS RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. To employ qualified employees in the programs as administrators and instructors. The SHS agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

6. To be responsible for the educational supervision of students in the program.

7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the SHS and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be made to the appropriate school administrator. The SHS agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.

8. Maintain individual records of classes, student activities, and competencies.

9. Maintain strict confidentiality regarding all patient-centered information.

10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

11. See attached Rider 1 to be incorporated herein.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually

Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and SHS which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the SHS students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. Both parties shall indemnify and hold harmless the other party, its officers, directors, employees, agents and members from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by reason of defending actions brought against it arising out of or related to the acts or omissions of the other party, its agents, officers, or employees in the provision of services or performance of duties by that party pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

XI. E-Verify. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the SHS agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Tim Alcorn, Chairman
Suwannee County School Board

NF Suwannee, LLC d/b/a, SUWANNEE HEALTH AND REHABILITATION CENTER

Live Oak, Florida

BY: _____ DATE: _____

TITLE: _____

Mail notices to:
President
Gulf Coast Health Care, LLC
2 N. Palafax Street
Pensacola, FL 32502

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

SOUTHERN MEDICINE PRIMARY & URGENT CARE
1405 OHIO AVE. N
LIVE OAK, FL. 32064

This Agreement is entered into on July 1, 2021, between the Suwannee County School Board (SCSB) and Southern Medicine Primary & Urgent Care (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician, Phlebotomy, Medical Administrative Assistant and Practical Nursing Education program for qualified students preparing to be Phlebotomists, Medical Administrative Assistants, Patient Care Technicians and/or Practical Nurses,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician and Practical Nurse students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning July 1, 2021 through June 30, 2022; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education and Patient Care Technician programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education and Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC

2. Students shall be selected for the programs by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.

6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

6. To be responsible for the educational supervision of students in the program.

7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.

8. Maintain individual records of classes, student activities, and competencies.

9. Maintain strict confidentiality regarding all patient-centered information.

10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually

Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

1. For all contractors as set forth in Section 119.071, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

XI. E-Verify. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii)Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Tim Alcorn, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

SOUTHERN MEDICINE PRIMARY & URGENT CARE
1405 OHIO AVE. N
LIVE OAK, FL. 32064

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2021, between the Suwannee County School Board (SCSB) and Advent Christian Village, Inc. (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technician program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technician students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technician Program Director

1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Pharmacy Technician Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Pharmacy Technician students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Pharmacy Technician.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, break room, conference rooms, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technician, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technician Program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

10.1 The Clinical Site shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Clinical Site, its agents, officers, or employees in the provision of services or performance of duties by the Clinical Site pursuant to this Agreement.

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

12.1 For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

Section 13. Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

Section 14. **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 linnited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, Florida 32064

By:_____
Ted L. Roush
Superintendent of Schools

By:_____
Tim Alcorn, Chairman
Suwannee County School Board

Advent Christian Village, Inc.
The Village Pharmacy
10820 Marvin Jones Blvd.
Live Oak, FL 32060

By:_____

By:_____

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT
Between
SUWANNEE COUNTY SCHOOL BOARD
Thru
RIVEROAK Technical College
and
Gregory Gaines, M.D. d/b/a Gaines Plastic Surgery

This Agreement is entered into on July 1, 2021, between the Suwannee County School Board (SCSB) and **Gregory Gaines, M.D. d/b/a Gaines Plastic Surgery** (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Surgical Technology program for qualified students preparing to be Certified Surgical Technologist; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Surgical Technology students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning upon the date of execution by both parties and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to maintain professional liability insurance with a single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Surgical Technologist program.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Surgical Technology program through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC

2. Students shall be selected for the programs by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.

6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

6. To be responsible for the educational supervision of students in the program.

7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agencies standard of conduct and performance.

8. Maintain individual records of classes, student activities, and competencies.

9. Maintain strict confidentiality regarding all patient-centered information.

10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards

for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

1. For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A, which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this

Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

XI. **E-Verify**. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Tim Alcorn , Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Gaines Plastic Surgery Healthcare Center
217 NW76th Dr.
Gainesville, FL 32607

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF HEALTH SUWANNEE COUNTY HEALTH DEPARTMENT AND SUWANNEE COUNTY SCHOOL BOARD

The purpose of this affiliation agreement is to guide and direct a working relationship between the State of Florida, Department of Health, Suwannee County Health Department, hereinafter referred to as the DEPARTMENT and Suwannee County School Board through RIVEROAK Technical College, an institution providing health care profession education, hereinafter referred to as the SCHOOL, for the provision of learning opportunities for health care profession students.

RECITALS

The SCHOOL agrees:

1. To provide competent faculty for the planning and implementation of instruction, teaching, guidance, supervision, and evaluation of health care profession students, and to be responsible for the education program, academic affairs, and assessment of the students.

2. To work in accordance with all DEPARTMENT procedures, policies, protocols, rules and regulations in carrying out the relationship described herein and in making plans for the observation of and/or practice in health care at DEPARTMENT facilities.

3. To provide or assure that students have the necessary, required, and appropriate books, periodicals and teaching materials for SCHOOL's educational program.

4. To submit to the DEPARTMENT a schedule indicating the number and names of students who will be participating in an internship under this agreement and the names of the faculty members who will be indirectly supervising students during the students' rotation at DEPARTMENT facilities.

5. To plan student assignments in consultation with a representative of the DEPARTMENT.

6. To designate a contact person for evaluation and scheduling of student rotations and facilitation of communication between the parties.

7. To provide direct supervision of students whenever students are at DEPARTMENT facilities or provide indirect supervision of students engaged in a mutually agreeable practicum experience with a preceptor at the DEPARTMENT. Pursuant to this Agreement, students will only be assigned to mutually agreeable practicum experiences.

8. To initiate and/or participate in group conferences, as requested by DEPARTMENT at mutually agreed upon times, with a designee of the DEPARTMENT for the purpose of discussing objectives of the learning experiences and student performance in caring for patients.

9. To ensure that general and professional liability insurance insuring the SCHOOL, its employees, and its students who will be in training under this agreement, with limits of liability coverage in the

amount of not less than Two Hundred Thousand Dollars ($200,000) per claimant and Three Hundred Thousand Dollars ($300,000) per occurrence, is obtained and maintained throughout the term of this agreement and any renewal thereof. It is a material term of this agreement and necessary that the SCHOOL, its employees, and its students who will be participating under this agreement are covered under a general and professional liability policy with the abovementioned limits. However, it is not necessary that the SCHOOL, its employees, and its students who will be participating under this agreement are all covered under the same policy. As evidence of such coverage, the SCHOOL shall furnish to the DEPARTMENT applicable certificates of insurance sufficient to demonstrate full satisfaction of the requirements of this paragraph prior to students beginning their internship under this agreement and annually thereafter. SCHOOL shall immediately inform DEPARTMENT of any lapses or changes to coverages that would bring SCHOOL out of compliance with this paragraph. Failure of the SCHOOL to ensure that such coverage is obtained and maintained shall be grounds for immediate termination of this agreement. If the SCHOOL is a public college or university in Florida, the SCHOOL may be self-insured through the State Risk Management Trust Fund, established pursuant to section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services, or may be otherwise insured pursuant to the provisions of section 1004.24, Florida Statutes.

10. To be fully responsible for its acts of negligence, or its agents'/students' acts of negligence when acting within the scope of their employment, education or agency, and agrees to be liable for any damages resulting from said negligence.

11. Unless SCHOOL is a state agency or subdivision under section 768.28, Florida Statutes, or otherwise protected by sovereign immunity under its respective state law, to be liable for and indemnify, defend, and hold harmless the DEPARTMENT and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the SCHOOL, its agents, students, or employees during the performance or operation of this Agreement or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property. Nothing herein is intended to serve as a waiver of sovereign immunity by any school to whom sovereign immunity may be applicable nor consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

12. To assure that students maintain confidentiality of all data, files, and client records related to the services provided pursuant to this agreement and comply with state and federal laws, including, but not limited to, section 456.057, Florida Statutes, and 45 Code of Federal Regulations Parts 160, 162 and 164. The SCHOOL will take steps to assure students' compliance with any applicable professional standards of practice with respect to patient confidentiality. Procedures will be implemented by the SCHOOL to require students to comply with the protection and confidentiality requirements outlined in the Department of Health Information Security Policies, Protocols, and Procedures, as amended, and Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), which are incorporated herein by reference. The SCHOOL assures that students have been trained in all aspects of ethical standards pertaining to confidentiality issues and privacy rights including federal Privacy Rules and applicable state confidentiality laws. Solely for the purpose of defining students' roles in relation to the use and disclosure of the DEPARTMENT'S protected health information, the students are defined as members of the DEPARTMENT'S workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this agreement. However, students are not and shall not be considered employees of the DEPARTMENT. This paragraph is not applicable to any students who do not access any confidential information.

13. To keep and maintain public records in accordance with the provisions of Chapter 119, Florida Statutes, including all public records required by the DEPARTMENT to perform the services entailed in this agreement, and to provide the public with access to such public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law; to ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the term of the agreement, including all renewals, and following completion of the agreement if SCHOOL does not transfer the records to DEPARTMENT; to meet all requirements for retaining public records as set forth in law and DEPARTMENT's retention schedules; and, upon completion of the contract, to transfer to the DEPARTMENT, at no cost to DEPARTMENT, all public records in possession of the SCHOOL and to destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT.

If the SCHOOL has questions regarding the application of Chapter 119, Florida Statutes, to the SCHOOL's duty to provide public records relating to this contract, contact the custodian of public records at (850)245-4005, PublicRecordsRequest@flhealth.gov or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.

14. To assure that all students are background screened and meet the Level 2 screening requirements of section 435.04, Florida Statutes, prior to students beginning their internship at the DEPARTMENT. The SCHOOL agrees to take steps to assure that students, and any SCHOOL personnel that accompany students or have access to DEPARTMENT's confidential records, inform the DEPARTMENT's designated contact person immediately if an arrest is made or a court disposition is entered for any disqualifying offense while participating in this internship. The DEPARTMENT will immediately remove the student from the internship program, or the personnel from further involvement in the program or access to records, if DEPARTMENT determines, in its sole discretion, that continued involvement of that student or personnel would violate the requirements of section 435.04, Florida Statutes, or would otherwise pose a risk to health or safety of any individual(s) or the public. The DEPARTMENT shall not be responsible for any costs associated with this paragraph.

The DEPARTMENT agrees:

1. To provide health care profession students accepted into this internship program access to a planned supervised program of internship experience for the area(s) of practice/study mutually agreed upon by the parties.

2. To provide designated staff members as internship supervisors for students, but such supervisors will not substitute for or diminish the requirement that SCHOOL provide faculty supervision as set forth above.

3. To designate a contact person for evaluation and scheduling of student rotations and facilitation of communication between the parties.

4. To make available to the faculty and students of the SCHOOL the DEPARTMENT facilities as agreed upon by both designated contact persons.

5. To retain overall responsibility for the quantity and quality of patient care in DEPARTMENT facilities.

6. To give SCHOOL five days' notice prior to removing from the internship program any students not comporting themselves in accordance with the procedures, protocols, regulations, rules, or statutes governing the DEPARTMENT unless DEPARTMENT deems immediate removal necessary, which such removal and determination of immediate necessity shall be at the sole discretion of the DEPARTMENT.

7. To provide as available the physical facilities, equipment, supplies, and patients to supplement an educational program in accordance with the objective of providing an internship experience to health care profession students. Notwithstanding the foregoing, the DEPARTMENT may, at its discretion, temporarily remove access to facilities, equipment, supplies, and patients in the interest of the health or safety of patients, employees, students, or other interns.

8. The DEPARTMENT, a state agency or subdivision, is self-insured through the State Risk Management Trust Fund, established pursuant to section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services. The DEPARTMENT certifies that it maintains, and agrees to continue to maintain during the term this agreement, general and professional liability protection coverage through the State Risk Management Trust Fund, and that this protection extends to the Department of Health, its officers, employees, and agents, and covers statutory liability exposure to the limitations described in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties. The DEPARTMENT cannot insure or indemnify the SCHOOL, its officers, employees, students, and agents, or any third parties.

General Terms.

1. Independent Contractor. No relationship of employer/employee, principal/agent, or other association shall be created by this agreement between the parties or their directors, officers, agents, students or employees. Students shall, at all times, be considered "independent" and shall, under no circumstances, be considered employees of the DEPARTMENT. The parties agree that they will never act or represent that they are acting as an agent of the other or incur any obligations on the part of the other party.

2. Remedies; Limitations of Liability. Except for willful misconduct or gross negligence, neither party shall be liable to the other for punitive, exemplary, special, indirect, or consequential damages, including without limitation, lost profits, each party's aggregate liability being limited to the other party's direct damages, and other costs set forth herein. This paragraph may only be interpreted as further limitation of the DEPARTMENT'S exposure; it shall not be interpreted as a waiver of sovereign immunity beyond that stated in section 768.28, Florida Statutes. In addition to the foregoing, the DEPARTMENT shall not be liable to students, faculty, or SCHOOL in the event of exposure to an infectious, environmental, occupational, or other hazard not caused by the willful or negligent conduct of the DEPARTMENT.

3. Notice. When either party to this Agreement desires to give notice to the other, such notice must be in writing, and delivered by (i) United States certified or registered mail, postage prepaid and return receipt requested, (ii) a nationally recognized overnight delivery service, (iii) personal delivery with a written receipt obtained, or (iv) email transmission with confirmation of receipt provided by the recipient via returned email, at the addresses set forth below. Notices shall be effective upon receipt. Presently, the parties designate the following as the respective places for giving notice:

For DEPARTMENT

Name: Kerry S. Waldron
Title: Administrator
Address: 915 Nobles Ferry Road, Live Oak, FL 32060
Telephone: 386-362-2708, ext. 222
(Fax): 386-362-6301
E-mail: kerry.waldron@flhealth.gov

For SCHOOL

Name: Ted L. Roush
Title: Superintendent of Schools
School Name: Suwannee County School Board
Address: 1740 Ohio Avenue, South, Live Oak, FL 32064
Telephone: 386-647-4600
(Fax): 386-364-2635
E-mail: ted.roush@suwannee.k12.fl.us

4. Term and Renewal. Unless terminated earlier as provided herein, the term of this agreement shall be from the latest date of execution by the parties, whichever is later, through July 31, 2022. This agreement may be renewed on a yearly basis for no more than three years or the term of the original contract, whichever period is longer. Any renewal shall be in writing upon mutual agreement and subject to the same terms and conditions as set forth in this initial agreement.

5. Termination. This agreement may be terminated by either party upon no less than 30 calendar days' notice in writing to the other party, with or without cause, unless a lesser time is mutually agreed upon in writing by both parties. Such notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The parties will thereafter work cooperatively to coordinate the termination of the services provided under this agreement.

6 Entire Agreement and Modification. This agreement represents the entire understanding of the parties with respect to the matters covered herein and supersedes all prior and contemporaneous agreements, representations, and discussion, whether oral or written. This agreement may only be altered, amended, or modified in a writing signed by both parties.

7. Jurisdiction and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to its conflict of laws principles. With respect to any

action arising out of this agreement, the parties accept the exclusive jurisdiction of the state courts in Florida and agree that venue shall lie exclusively in Suwannee County, Florida.

8. Capacity: Each individual signing this agreement on behalf of either party individually warrants that he or she has the full legal power to execute this agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this agreement.

9. Counterparts: This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

10. Cooperation with the Inspector General: SCHOOL acknowledges and understands that it has a duty to and will cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, pursuant to section 20.055(5), Florida Statutes.

11. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

IN WITNESS WHEREOF, the parties approve this agreement and have caused it to be executed by their undersigned officials who are duly authorized.

SUWANNEE COUTNY SCHOOL BOARD

Signature

Name: Tim Alcorn

Title: Board Chairman

Date: _____

Signature

Name: Ted L. Roush

Title: Superintendent of Schools

Date: _____

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

STATE OF FLORIDA
DEPARTMENT OF HEALTH
SUWANNEE COUNTY HEALTH DEPARTMENT

Signature

Name: _____

Title: _____

Date: _____

2021-2022 Career Dual Enrollment Articulation Agreement
Between the Suwannee County School Board and RIVEROAK Technical College

THIS AGREEMENT is entered into by and between the School Board of Suwannee County, Florida, hereafter referred to as the "Board"; and RIVEROAK Technical College; hereafter referred to as the "College"; and

WHEREAS, the Florida Statutes provides that career dual enrollment is a curricular option of elective credits toward earning a high school diploma and completing a career certificate program through a district's technical college, and

WHEREAS, the Board wishes to enhance opportunities for high school graduates to identify and set clear career and postsecondary education goals before high school graduation, and

WHEREAS; the College, a publicly funded postsecondary institution, can provide a variety of high skill, high wage career training program options, and

WHEREAS, the Board and College accept the challenge of ensuring that every Suwannee County High School graduate has a defined pathway to a career and postsecondary education.

NOW, THEREFORE, BE IT RESOLVED that the Board and the College agree to the following:

A. This agreement supersedes all previous career dual enrollment agreements between the District and College. s.1007.271 (21)(a)

B. Career dual enrollment is available to all Suwannee County high school students meeting the following criteria:
   I. Be enrolled as a student in a Florida public secondary school.
   II. Be classified as a high school student in grade 9, 10, 11 or 12.
   III. Possess and maintain a minimum 2.0 unweighted grade point average (GPA).
   IV. Meet the graduation requirements for Florida state-wide assessments.
   V. Have a plan approved by student's high school to complete all requirements to graduate on time.
   VI. Demonstrate readiness for post-secondary 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 *Test 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 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.

Ted Roush., Superintendent Date

Mary Keen Principal/Director, RIVEROAK Technical College Date

Approval as to Form:

Leonard J. Dietzen, III, School Board Attorney Date

Chairperson, Suwannee County School Board

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 *Test of Adult Basic Education(TABE))*.

2. Testing Exemptions. A student may be exempt from the testing requirement by documenting any of the following: (a, b, c, OR d)

a. Minimum SAT scores
* Verbal – 440
* Mathematics – 440

b. Minimum ACT scores
* Reading – 19
* English – 17
* Mathematics – 19

c. Possessing a state, national or industry certification or licensure examination that is identified in the list entitled "Basic Skills and Licensure Exemption List".
http://fldoe.org/contact-us/search.stml?q=basic+skills++with+licensure+exempption+list

d. Documented learning disability and a current individualized education plan (IEP) that demonstrates preparedness for postsecondary education.

Teacher	Secondary Program/ Number	Course	OCP	Credit	Secondary Industry Cert	Post Secondary Program/Number	Course	OCP	Hours	Post Secondary Industry Cert
Masonry									1650	
Bass, Derwin	Masonry 8722900	Masonry 1 8722610		1	NCCER025 Masonry - Level 1	Brick and Block Masonry I463112	BCV0330 Masonry Tender	A	450	NCCER235 Masonry - Level 1
Bass, Derwin	Masonry 8722900	Masonry 2 8722620		1	NCCER044 Masonry - Lvel 2	Brick and Block Masonry I463112	BCV0360 Bricklayer Helper	B	300	NCCER236 Masonry - Level 2
Bass, Derwin	Masonry 8722900	Masonry 3 8722630	A	1		Brick and Block Masonry I463112	BCV0362 Brick Mason 1		450	
Bass, Derwin	Masonry 8722900	Masonry 4 8722640		1		Brick and Block Masonry I463112	BCV0363 Brick Mason 2	C	450	NCCER237 Masonry - Level 3
Bass, Derwin	Masonry 8722900	Masonry 5 8722650	B	1	NCCER045 Masonry - Level 3	Brick and Block Masonry I463112				
Electricity									1200	
Ulmer, Jeremy	Electricity 8727200	Electricity 1 8727210		1	NCCER010 Electrical - Level 1	Electricity I460312	BCV0608 Electrician Helper	A	300	NCCER208 Electrical Level 1
Ulmer, Jeremy	Electricity 8727200	Electricity 2 8727220	A	1	NCCER038 Electrical - Level 2	Electricity I460312	BCV0640 Residential Elect.	B	450	NCCER209 Electrical Level 2
Ulmer, Jeremy	Electricity 8727200	Electricity 3 8727230		1	NCCER039 Electrical - Level 3	Electricity I460312	BCV0652 Commercial Elect.	C	450	NCCER210 Electrical Level 3
Ulmer, Jeremy	Electricity 8727200	Electricity 4 8727240		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 5 8727250	B	1						
Ulmer, Jeremy	Electricity 8727200	Electricity 6 8727260		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 7 8727270		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 8 8727280	C	1						
Welding									1050	
Mercer, Kevin	Welding 9204400	Welding TechFundamentals 1		1	NCCER061 Welding - Level 1 AWELD003-FCAW Plate	Welding Technology J400400	PMT0070 Welder Ast. 1		150	NCCER263-Welding Level 1 AWELD008- FCAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 2	A	1	NCCER062 Welding - Level 2 AWELD004- GMAW Plate	Welding Technology J400400	PMT0071 Welder Ast. 2		150	NCCER264-Welding Level 2 AWELD004- GMAW Plate
Mercer, Kevin	Welding 9204400	Fundamentals 3 9204430		1	NCCER063 Welding - Level 3 AWELD011- SMAW Pipe	Welding Technology J400400	PMT0072 Welder, SMAW1		150	AWELD005- GTAW Pipe (Carbon) AWELD006-GTAW Pipe (Stainless to Carbon)
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 4 9204440	B	1	AWELD012- SMAW Plate	Welding Technology J400400	PMT0073 Welder, SMAW2		150	AWELD007- GTAW Stainless AWELD008- GTAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals Capstone 9204450	C	1		Welding Technology J400400	PMT0074 Welder		450	AWELD009- GTAW/SMAW Pipe/Carbon AWELD010- GTAW/SMAW Pipe (Chrome PWHT)
										AWELD011- SMAW Pipe
										AWELD012- SMAW Plate
Carpentry										
Bass, Derwin	Carpentry 8104300	Carpentry Fundamentals		1						
Bass, Derwin	Carpentry 8104300	Carpentry Layout		1	NCCEER005 Carpenry - Level 1					
Bass, Derwin	Carpentry 8104300	Carpentry Framing		1	NCCER32 Carpentry - Level 2					
Bass, Derwin	Carpentry 8104300	Carpentry Exterior		1	NCCER33 Carpentry - Level 3					
Bass, Derwin	Carpentry 8104300	Carpentry Finish		1	NCCER34 Carpentry - Level 4					
Applied Engineering Technology										
Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 1 8401110		1	SOLID003 -Certifid Solidworks Associate Academic					
Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 2 8401120		1	SOLID003 -Certifid Solidworks Associate Academic					
Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 3 8401130		1	SOLID003 -Certifid Solidworks Associate Academic					
Medical Administrative Specialist									1050	

Gill, Theresa						Medical Admin. Spec. B070300	OTA0040 Info Tech Assistant	A	150	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)
Gill, Theresa						Medical Admin. Spec. B070300	OTA0041 Front Desk Spec.	B	300	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)
Gill, Theresa						Medical Admin. Spec. B070300	OTA0631 Medical Office Tech.	C	300	NATHA003 - Certified Medical Admin. Ast. CMAA
Gill, Theresa						Medical Admin. Spec. B070300	OTA0651 Medical Admin. Spe.	D	300	NATHA003 - Certified Medical Admin. Ast. CMAA
Digital Design									600	
Poole, Pam						Digital Design K700100	OTA0040 Info Tech Assistant	A	150	Micro0069 Microsoft Office Specialist (Bundle 3 of 6)
Poole, Pam						Digital Design K700100	GRA0024 Production Asst.	B	150	ADOBE010 Adobe Certified Associate (ACA) Dreamweaver, ADOBE020ACA Illustrator, ADOBE021ACA-InDesign, ADOBE022 ACA- Photoshop
Poole, Pam						Digital Design K700100	GRA0025 Digital Asst. Design	C	300	ADOBE010 Adobe Certified Associate (ACA) Dreamweaver, ADOBE020ACA Illustrator, ADOBE021ACA-InDesign, ADOBE022 ACA- Photoshop
Early Childhood Education									600	
Thomas, Kimberl	8405100	Child Development 8500810	Semester 1	0.5		E300100	Child care worker 1 HEV0870	A	150	
Thomas, Kimberl	8405100	Ed & Training Directed Study 8500100	Semester 2	0.5		E300100	Child care worker 2 HEV0871	B	150	
Thomas, Kimberl	8405100	Early Childhood Education 1 8405110	A	1		E300100	Teacher Aide (Preschool) HEV0872	C	150	
Thomas, Kimberl	8405100	Early Childhood Education 2 8405120	B	1		E300100	Preschool Teacher HEV0873	D	150	
Thomas, Kimberl	8405100	Early Childhood Education 3 8405130	C	1						
Thomas, Kimberl	8405100	Early Childhood Education 4 8405140	D	1						
Cosmetology									1200	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Grooming & Salon Services CSP0009		225	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 1 COS0002		300	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 2 COS0003		300	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 3 COS0009	A	375	FLDOP002 Cosmetologist
Nails Specialty									225	
Thornton, Greta	8757300	Grooming & Salon Services 1		0.5		D500100	Grooming & Salon Services CSP0009		225	FLDOP008 Nail Specialist
Thornton, Greta	8757300	8757310 Nails Specialty 2		0.5						
Thornton, Greta	8757300	8757320 Nails Specialty 3	A	1						
Thornton, Greta	8757300	Directed Study 8901000		0.5						
Facials Specialty									260	
Thornton, Greta						Facials/ Skin Care I120424	Facials/Skin Care CSP0265		260	FLDOP009 Facial Specialist
Commercial Foods & Culinary Arts									1200	
Kelley, Mona	8800500	Culinary Arts 1 8800510	A	1		Commercial Foods & Culinary Arts N100500	HMV0100 Food Preparation	A	300	
Kelley, Mona	8800500	Culinary Arts 2 8800520	B	1		Commercial Foods & Culinary Arts N100500	HM0170 Cook- Restaurant	B	300	
Kelley, Mona	8800500	Culinary Arts 3 8800530	C	1		Commercial Foods & Culinary Arts N100500	HMV0171 Chef- Head Cook	C	300	
Kelley, Mona	8800500	Culinary Arts 4 8800540	D	1	NRAEF002 National Pro Start	Commercial Foods & Culinary Arts N100500	HMV0126 Food Service Management	D	300	NRAEF003 Certified Food Protection Manager
Automotive Collision Technology									1400	
Ragan, Joe	Automotive Collision Technology 9514000	Auto Collision Paint & Body Asst 9514010	A	1	NIASE088ASE Entry Level: Collision Painting and Refinishing	Automotive Collision Technology Technician T401300	ARR0140 Auto Coll Repair & Refinishing Helper/Asst.	A	150	
Ragen, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 1 9514020		1		Automotive Collision Technology Technician T401300	ARR0141 Auto Coll. Refin. Technician	B	450	NIASE029 ASE Coll. Repair & Refinishing Painting & Refinishing (B2)

Ragen, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 2 9514030		1		Automotive Collision Technology Technician T401300	ARR0312 Non-Structural Damage Repair Tech.	C	300	NIASE018 ASE Coll. Repair & Refinishing Tech Non-Structrual Analusis (B8)
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 3 9514040	B	1		Automotive Collision Technology Technician T401300	ARR0022 Damage Analysis & Estimating	D	75	NIASE019 ASE Damage Analysis & Estimating (B6)
Ragan, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 1 9514050		1	Collision: Non-Structural Analysis and Damage Repair	Automotive Collision Technology Technician T401300	ARR0112 Auto Coll. Welding, Cutting, Joining	E	75	
Ragan, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 2 9514060	C	1			ARR0295 Sturctural Damage Repair Tech.	F	350	
Automotive Service Technology						IN ADDITION TO NON-SCHEDULED NEW STUDENTS			1800	
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 1 9504110		1	NIASE076 ASE Auto Maintenance & Light Repair	Automotive Service Technology I470608	AER0014 Auto Service Assistor	A	300	NIASE013 ASE Automobile Service Consultant (C1)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 2 9504120		1		Automotive Service Technology I470608	AER0110 Engine Repair Technician	B	150	NIASE010 ASE Enging Repair (A1)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 3 9504130		1		Automotive Service Technology I470608	AER0257 Auto. Trans. & Transaxle Tech.	C	150	NIASE076 ASE Auto Maintenance & Light Repair (G1)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 4 9504140	A	1		Automotive Service Technology I470608	AER0274 Main. Drivetrain & Axle Tech	D	150	NIASE016 ASE Brakes (T4)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 5 9504150		1		Automotive Service Technology I470608	AER0453 Auto. Suspen. & Steer. Tecs	E	150	NIASE033 ASE Suspension & Sterring (T5)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 6 9504160	B	1		Automotive Service Technology I470608	AER0418 Auto Brake System Tech.	F	150	NIASE007 ASE Brakes (A5)
Blackmon, William						Automotive Service Technology I470608	AER0360 Auto Electrical/ Electronic system Tech	G	300	NIASE008- Electrical/Electronic Systens (T6)
Blackmon, William							AER0172 Auto Heating & A/C Tech	H	150	NIASE011 ASE Heating & A/C (A7)
Blackmon, William							AER0503 Auto Engine Performance Tech	I	300	NIASE009 ASE Engine Performance (A8)
Automotive Service Technology 1									1050	
Blackmon, William						Automotive Service Technology 1 T400700	AER0014 Auto Service Assistor	A	300	NIASE013 ASE Automobile Service Consultant (C1)
Blackmon, William						Automotive Service Technology 1 T400700	AER0418 Auto Brake System Tech.	B	150	NIASE007 ASE Brakes (A5)
Blackmon, William						Automotive Service Technology 1 T400700	AER0453 Auto. Suspen. & Steer. Tec.	C	150	NIASE033 ASE Suspension & Sterring (T5)
Blackmon, William						Automotive Service Technology 1 T400700	AER0360 Auto Electrical/ Electronic system Tech	D	300	NIASE008- Electrical/Electronic Systens (T6)
Blackmon, Williams						Automotive Service Technology 1 T400700	AER0110 Engine Repair Technician	E	150	NIASE010 ASE Enging Repair (A1)
Practical Nursing									1650	
Morgan, Susan Wilson, Suzanne						Practical Nursing H170607	Practical Nursing Foundations 1 PRN0098	A	300	
Morgan, Susan Wilson, Suzanne						Practical Nursing H170607	Practical Nursing Foundations 2 PRN0099		300	
Morgan, Susan Wilson, Suzanne						Practical Nursing H170607	Medical Surgical Nursing 1 PRN0290		300	
Morgan, Susan Wilson, Suzanne						Practical Nursing H170607	Medical Surgical Nursing 2 PRN0291		300	
Morgan, Susan Wilson, Suzanne						Practical Nursing H170607	Comp. Nursing & Transitional Skills PRN0690	B	150	NCSBN002 National LPN (NCLEX-PN)
Patient Care Technician									600	
Stratton, Jenna						Patient Care Technician H170694	Basic Healthcare Worker HSC003	A	90	
Stratton, Jenna						Patient Care Technician H170694	Nurse Aide & Orderly (Articulated) HCP0121	B	75	
Stratton, Jenna						Patient Care Technician H170694	Advanced Home Health Aide HCP0332	C	50	FDMQA002 Certified Nursing Assistant
Stratton, Jenna						Patient Care Technician H170694	Patient Care Assistant HCP0020	D	75	NATHA002 Certified EKG Tech
Stratton, Jenna						Patient Care Technician H170694	Allied Health Assistant HSC0016	E	150	NATHA007 Certified Phlebotomy Technician
Stratton, Jenna						Patient Care Technician H170694	MEA0580	F	100	
Stratton, Jenna						Patient Care Technician H170694	Patient Care Tech. PRN0094	G	60	NATHA006 Certified Patient Care Technician

Pharmacy Technician, ATD								1050	
Miller, Katie					Pharmacy Technician H170170	Basic Healthcare Worker HSC0003	A	90	
Miller, Katie					Pharmacy Technician H170170	Pharmacy Technician 1 PTN0084		360	
Miller, Katie					Pharmacy Technician H170170	Pharmacy Technician 2 PTN0085		300	
Miller, Katie					Pharmacy Technician H170170	Pharmacy Technician 3 PTN0086	B	300	PTCBD001 Pharmacy Technician
Surgical Technology								1530	
West, Traci					Surgical Technology H170211	Basic Healthcare Worker HSC0003	A	90	
West, Traci					Surgical Technology H170211	Central Supply Technician STS0015	B	210	
West, Traci					Surgical Technology H170211	Surgical Technologist 1 STS0010		343	
West, Traci					Surgical Technology H170211	Surgical Technologis 2 STS0011		343	
West, Traci					Surgical Technology H170211	Surgical Technologist 3 STS0012	C	344	NSTSA001 Certified Surgical Technologist (CST)
Phlebotomy									
Senea, Shari					Basic Healthcare Worker HSC0003		A	90	
Senea, Shari					Phebotomist MEA0520	NATHA007 Certified Phlebotomy Technician	B	75	

RIVEROAK TECHNICAL COLLEGE

415 SW Pinewood Drive ● Live Oak, Florida 32064 ● Phone (386) 647-4210 ● Fax (386) 364-4698

Dual Enrollment Application

LAST NAME _____ FIRST NAME _____ MIDDLE _____

Social Security Number: _____ _____ _____ - _____ _____ - _____ _____ _____ _____
(Federal Legislation and FL statute 119.071(5) requires the collection of social security numbers.)

Mailing Address _____ City _____ County _____ State _____ Zip Code _____

Home Phone Number _____ Cell Phone Number _____ E-mail Address _____

Emergency Contact Name _____ Phone Number _____ Relationship _____

Date of Birth: ___ ___ / ___ ___ / ___ ___ ___ ___ (Month / Day / Year) Place of Birth: _____ (City) _____ (State)

Please answer the following:

❑ Male ❑ Female Do you have a Facebook account? ____Yes ____No

What is the primary language spoken in your home? _____

Check any of the following that apply to you.
CHECK ☑ ALL THAT APPLY
Ethnicity

❑ White ❑ Black or African American ❑ Hispanic or Latino ❑ American Indian or Alaskan Native ❑ Asian ❑ Native Hawaiian or Pacific Islander ❑ Race/Ethnicity Unknown

Are you a Nonresident Alien? ❑ Yes or ❑ No
(An individual who has been admitted temporarily to the US as a non-immigrant, but is not a citizen, including those granted student visas.)

RIVEROAK Technical College provides high school students with the opportunity to take technical classes (electives) while taking required academic courses at the high school. Students receive industry level training in work environment labs. High school students are exempt from paying tuition while in high school.

Attendance- High School students will be expected to follow the attendance policy of the high school.

Tardy Policy: Students are expected to report to class on time.

Classroom Expectations: Students are expected to behave in a responsible and professional manner. Safety rules must be followed at all times. A student may be dismissed from the program of study if they do not maintain a 2.0 or higher GPA in their Riveroak courses.

Dress Code- Students are expected to adhere to the dress code as stated in the Suwannee District Code of Conduct. If the program has specific dress requirement then those must be followed.

Discipline- A student must be respectful to faculty, staff, and other students at RIVEROAK Technical College at all times. While in a program a student must follow all guidelines set forth by the institution. A student must comply with the Suwannee District Code of Conduct. Any serious violations will result in immediate dismissal from the program.

The Suwannee County School Board advises that all vocational opportunities will be offered without regard to race, color, national origin, sex, or disability. The lack of English Language skills will not be a barrier to admission and participation in vocational education programs. Program offerings include Adult Education; Business Management and Administration; Community Education; Health Sciences; Architecture and Construction Education; Transportation, Distribution and Logistics; and Hospitality and Tourism. RIVEROAK Technical College serves adults, high school students and dual enrollment students. Admission is open to adults who are at least 16 years old and not presently enrolled in a secondary school. Admission is also open to secondary students grades 9-12 as part of a regular secondary credit earning program. Equity Coordinator contact information: Malcolm Hines Suwannee County School Board 1740 Ohio Ave. S, Live Oak, FL 32064

RIVEROAK
TECHNICAL COLLEGE

Dual Enrollment Request 2021-2022

Student Name_____ **Grade**_____

Program requested (see list below)_____

Time block requested_____ **High School**_____

K700100 Digital Design 1—Poole (2nd Lunch)	1st- 6th – Single Period
B070300 Medical Administrative Specialist—Gill (2nd Lunch)	Blocked 1st & 2nd or 3rd & 4th
N100500 Commercial Foods and Culinary Arts/ Professional Culinary Arts and Hospitality (2nd lunch)	Blocked 1st-2nd, 3rd-4th or 5th-6th
I470608 Automotive Servicie Technician – (1st lunch)	First year either 2nd or 3rd period Second year and beyond blocked 4th & 5th or 6th & 7th
T401300 Automotive Collision Technology Technician (1st lunch)	First year either 2nd or 3rd period Second year and beyond blocked 4th & 5th or 6th & 7th
I463112 Brick and Block Masonry 9:05-10:50 (1st lunch)	Blocked 2nd-3rd, 4th-5th or 6th-7th
I460312 Electricity (1st lunch)	Blocked 2nd-3rd, 4th-5th, or 6th-7th
8405100 Early Childhood Education (2nd lunch)	ECE 1- 1st or 5th period ECE 2 & 3- blocked 2nd and 3rd period
8757300 Nail Technology (2nd lunch)	Blocked 1st-2nd, 3rd-4th or 5th-6th
Engineering Technology (1st lunch)	Single Period 1st only
I460312 Welding (1st lunch)	Blocked 2nd-3rd, 4th-5th, or 6th-7th
***H170694 Patient Care Technician *** Full Time Seniors ONLY, MUST BE 18	8:00-4:00pm

Periods are as follows- 1st 8:20am-9:10am / 2nd- 9:17am-10:06am/ 3rd 10:13am-11:02am/ 4th with 1st lunch 11:39am-12:28pm/ 4th with 2nd lunch 11:09am-11:58am/ 5th- 12:35pm-1:24pm/ 6th- 1:31pm-2:20pm/ 7th- 2:20pm-3:10pm

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and **Communication Services, Inc. d/b/a Interpretek** ("Contractor").

WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

A. SERVICES: SCSB hereby engages Contractor to provide educational consulting services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

(i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.

(ii) Contractor and staff shall not be required to perform services in any order or sequence specified by SCSB.

(iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.

(iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.

(v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.

(vi) The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.

C. DOCUMENTATION: Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;

B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.

C. Contractor shall perform the services required hereunder in accordance with:

(i) all applicable federal, state, and local laws, rules, and regulations;

(ii) all applicable policies of: SCSB;

(iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;

D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and

E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with

the provision of services under this Agreement; and

F. All Contractor staff shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on the date of execution by both parties and ending June 30, 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 A attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph 1 (C) of this Agreement.

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, reasonably requested by SCSB, and SCSB shall pay each invoice within **thirty (30) days**

after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice; provided, however, that SCSB shall give notice to Contractor that such invoice is deemed improper, and Contractor shall be given:
(a) details as to why it is considered improper,
(b) instruction as to how Contractor can correct such invoice to make it proper, and
(c) the opportunity to submit a corrected invoice to be paid for services performed..

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act to the extent applicable to Contractor. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies. **Level II Background Check** – Any vendor providing services under this contract who will (1) be at a

school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the Suwannee County School Board.

9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Contractor shall make such documents and records available to SCSB upon reasonable notice from SCSB and such audit and all costs pertaining thereto including, but not limited to, photocopies, travel, shipping, shall be at SCSB's cost.

A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.

B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

C. That completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.

D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.

E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

Contractor shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or relating to bodily injury to or death of any person or loss of or damage to real or tangible personal property or the environment to the extent that such third party claim, suit, damage, or expense was proximately caused by any negligent act or omission on the part of Contractor, its agents or employees.

11. DEBARMENT & SUSPENSION

Suwannee County School Board certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. TERMINATION

A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.

B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:

(i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or

(ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its students;

(iii) breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof.

D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall

survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs 1 (B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the prevailing party shall be entitled to its attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, each party shall split equally the fees, costs and expenses of the mediator.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when actually received in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida
c/o Ted L. Roush, Superintendent
1740 Ohio Avenue, South
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III
Rumberger Kirk P.A.
Attorney for Suwannee County School Board
P. O. Box 10507
Tallahassee, FL 32302-2507

Contractor: Communication Services, Inc.
75 Highpower Road
Rochester, NY 14623

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

20. ASSIGNMENT; BINDING EFFECT

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of SCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. RELEASE OF STUDENT RECORDS

By signature, Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

22. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT B which is incorporated by reference herein.

23. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2020-2021 academic year.

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 Date "Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

CONTRACTOR

_____ _____
Witness Signature Adam Ledo, Regional Director
Interpretek

_____ Date _____
Type or Print Name of Witness

EXHIBIT A

Interpretek

American Sign Language Interpreting Services

Interpretek Rate & Policy Agreement

Thank you for your interest in Interpretek and our American Sign Language interpreting services. Our strong commitment to quality, professionalism, and detail has distinguished Interpretek as a leader in our field. The interpreters we work with uphold the highest professional standards and have demonstrated the skills necessary to facilitate effective communication in a variety of settings. As a result, we guarantee the quality of services we provide.

Interpretek Policy and Rate Information

Initial Charge: A two-hour minimum charge is required on all assignments. Charges are per hour per interpreter and will be charged for the full time scheduled. Thereafter, assignments will be billed in 15-minute increments.

Additional Time: The interpreter(s) shall not be required to stay should the assignment exceed the scheduled end time; however, the interpreter(s) may accommodate dependent upon their availability.

Incidental Expenses: The following charges may apply, dependent upon service location and industry standards.

- Fixed:
  - Travel Charges: Interpretek will always strive to use interpreters local to the assignments whenever possible, but travel charges might be required. Travel charges are calculated in addition to the initial charge.
    - Travel Time: Billed portal-to-portal at the assignment rate
    - Mileage: Billed roundtrip at the current years' IRS standard mileage rate
  - Parking & Tolls: Associated fees may be billed unless pass/permit/validation is provided in advance.
- Negotiated prior to the assignment:
  - Miscellaneous Fees: Other assignment-related expenses (e.g. preparation time, transit, hotel, airfare, per diem meals, etc.) may be billed.

Multiple Interpreters: In accordance with professional standards, certain situations will call for the use of multiple interpreters working as a team. There are many factors that warrant this, including the length of time, the content, presentation-style events, needs of the consumers, et cetera. The need for multiple interpreters will be communicated with the requester prior to the assignment.

Cancellation Policy: Assignments canceled more than 1 business day (24 hours) prior to the start time will not be charged. If cancelation is received less than 1 business day (24 hours) prior to the start time, assignment is billed for the hours reserved. Changes made by the requester to an already confirmed booking are subject to the cancelation policy and will need to be booked again.

Fulfillment of Agreement: Confirmation of the assigned interpreter constitutes fulfillment of this agreement. If the consumer does not show up for the scheduled start time, the interpreter will wait 15 minutes for each reserved hour of the assignment, unless otherwise discussed in advance. If no arrival time or additional communication is received, the interpreter may be released from the assignment. In general, interpreters do not interpret without a Deaf or Hard-of-Hearing consumer being present.

Authorized Requesters: It is up to the customer to ensure that only authorized requesters contact Interpretek to schedule services.

Billing Policy: Due to variables of the assignment (i.e. end time, travel charges, etc.), invoices will be generated upon completion of an assignment.

Payment Policy: Payment will be due upon receipt of invoice, unless otherwise negotiated. Delinquent accounts will assess an additional 10% processing charge per month. Payments may be made by ACH, check, or credit card.

Terms of Service: This agreement shall remain in effect until a new agreement is presented and reviewed by both parties.

Rates

Standard Onsite Rates: $55/hr (2-hour min, Monday – Friday between 7:00 am and 5:00 pm)

Standard Video Remote Interpreting (VRI) Rates: $55/hr (2-hour min, Monday – Friday between 7:00 am and 5:00 pm)

Differentials (stackable, more than 1 might apply):

- **Nights/Weekends/Federal Holidays: Rate+$5/hr** (Monday – Friday between 5:00 pm and 7:00 am; all day Saturday and Sunday; all day on federally recognized holidays)
- **Trilingual** (ASL-English-Spanish)**: Rate+$5/hr**

Signature below signifies agreeance & acknowledgement of all Interpretek policy & rate information provided above.

Company Name:_____	**Billing Email:** _____
Address: _____	**Billing Contact Phone:** _____
City: _____ **State:**_____ **Zip:**_____	**Billing Approval Name:** _____
Phone: _____	**Billing Approval Signature:** _____
	Date: _____

Is a purchase order (PO) required before requesting services?

Note: Interpreting services will be provided on an as needed basis upon request. Our ability to fulfill requests is dependent upon availability of interpreters, and we cannot guarantee that we will be able to fill all requests.

Florida Locations:

Orlando
p: 407-339-4835 / f: 407-339-4830
orl.office@interpretek.com

Jacksonville
p: 904-615-1807 / f: 904-479-5855
jax.office@interpretek.com
PO Box 5874, Jacksonville, FL 32247

EXHIBIT B

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE, SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

SCSB ~~2021-08~~-2022-55 (REVISED/RENEWAL)

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and **Communication Services, Inc, d/b/a Interpretek** ("Contractor").

WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such ~~services~~ 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~~ 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.

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(iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.

(v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.

(vi) The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the ~~perfonnance~~ performance of duties hereunder, including expenses of travel and similar items.

C. DOCUMENTATION: Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the ~~form~~ fonn and shall contain the ~~infonnation~~ 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~~ perfonning 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, tenninated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.

C. Contractor shall ~~perfonn~~ 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 ~~perfonn~~ 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~~ tenns of this Agreement.

3. INDEPENDENT CONTRACTOR

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In ~~perfoming~~ performing the services herein specified~~,~~ Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor~~,~~ Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on the date of execution by both parties and ending June 30, ~~2021~~2022, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal ~~Tenn~~ Term (as hereinafter defined), if any, this Agreement may be renewed for an additional ~~tenn~~term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit A attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph ~~1~~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~~information, reasonably requested by SCSB, and SCSB shall pay each invoice within **thirty (30) days** after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice; provided, however, that SCSB shall give notice to Contractor that such invoice is deemed improper, and Contractor shall be given:

(a) details as to why it is considered improper,
(b) instruction as to how Contractor can correct such invoice to make it proper, and
(c) the opportunity to submit a corrected invoice to be paid for services ~~performed~~performed..

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services

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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~~ pennitted 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 ~~infonnation~~information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act to the extent applicable to Contractor. Contractor may not use or further disclose Personal Health Information ("PHI") other than as pennitted 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~~ infonnation 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 ~~perfonnance~~ 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~~ perfonnance of the ~~tenn~~terms.

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conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Contractor shall make such documents and records available to SCSB upon reasonable notice from SCSB and such audit and all costs pertaining thereto including, but not limited to, photocopies, travel, shipping, shall be at SCSB's cost.

A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.

B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the ~~terms~~ terms of this contract.

C. That completion or ~~termination~~ 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 providers' contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

Contractor shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or relating to bodily injury to or death of any person or loss of or damage to real or tangible personal property or the environment to the extent that such third party claim, suit, damage, or expense was proximately caused by any negligent act or omission on the part of Contractor, its agents or employees.

11. DEBARMENT & SUSPENSION

Suwannee County School Board certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debannent, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. TERMINATION

A. TERMINATION ~~WITHOUT~~ WITHOUT CAUSE. Either party may ~~terminate~~ terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.

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B. TERMINATION FOR BREACH. Either party may ~~terminate~~ tenninate 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 tenninate 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 ~~perfonnance~~ 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~~ tennination 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 ~~surv ive~~ survive the expiration or other ~~termination~~ tenmination of this Agreement, regardless of the cause of such ~~tenninationtermination~~: Paragraphs 1 (B), 2, 6, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the prevailing party shall be entitled to its attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be ~~determined~~ determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, each party shall split equally the fees, costs and expenses of the mediator.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

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15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when actually received in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida c/o Ted L. Roush, Superintendent 1740 Ohio Avenue, South Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III
Rumberger Kirk P.A.
~~Rumberger, Kirk & Caldwell~~ Attorney for Suwannee County School Board ~~101 North Monroe Street, Suite 120 P. O. Box 10507~~
Tallahassee, FL ~~32301~~32302-2507

Contractor: Communication Services, Inc.
75 Highpower Road Rochester, NY 14623

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

20. ASSIGNMENT; BINDING EFFECT

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of SCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be

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binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. RELEASE OF STUDENT RECORDS

By signature, Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

22. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT B which is incorporated by reference herein.

23. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance-performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2020-2021 academic year.

~~IN WITNESS WHEREOF the parties hereto have set their hands and seals~~ 23 day of JUNE, 2020 ~~to this Agreement on this~~

~~Date~~

~~Type or Print Name of Witness~~

~~SUWANNEE COUNTY SCHOOL BOARD~~

Ed daSilva, Chairman ~~Date~~ JUN 23 2020

Ted L. Roush, Superintendent ~~Date~~ ~~JUN 23 2020~~

"Approved as to Form and Sufficiency
BY
Leonard J. Dietzen, III
~~Rumberger, Kirk & Caldwell, P.A.~~
~~Suwannee School Board Attorney"~~

~~"CONTRACTOR~~
~~EOF~~

~~Witness Signature~~

Adam Ledo, Regional Director
~~Interpreter~~

24. E-VERIFY - Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

B. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

(iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

D. Failure to comply with this provision is a material breach of the Agreement and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

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SCSB 2022-55 (REVISED/RENEWAL)

~~COF~~

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

~~JUN 2 3 2020~~

Ted L. Roush, Superintendent Date

~~COF~~ **CONTRACTOR**

Witness Signature

Adam Ledo, Regional Director
Interpretek

_____ Date

Type or Print Name of Witness

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EXHIBIT A

SCSB 2022-55 (REVISED/RENEWAL)

Interpretek

Agreement for American Sign Language Interpreting Services

~~**Terms of Service:**~~

Interpretek Rate & Policy Agreement

Thank you for your interest in Interpretek and our American Sign Language interpreting services. Our strong commitment to quality, professionalism, and detail has distinguished Interpretek as a leader in our field. The interpreters we work with uphold the highest professional standards and have demonstrated the skills necessary to facilitate effective communication in a variety of settings. As a result, we guarantee the quality of services we provide.

Interpretek Policy and Rate Information

- **Initial Charge:** A 4-two-hour minimum charge is required on all ~~on-site~~ assignments. Charges are per hour per interpreter and will be charged for the full time scheduled ~~including breaks~~. Thereafter assignments will be billed in 15-minute increments.

Additional Time: The interpreter(s) shall not be required to stay should the assignment exceed the scheduled end time; however, the interpreter(s) may accommodate dependent upon their availability.

Incidental Expenses: The following charges may apply, dependent upon service location and industry standards.

- Fixed:
  - o Travel Charges: Interpretek will always strive to use interpreters local to the assignments whenever possible, but travel charges might be required. Travel charges are calculated in addition to the initial charge.
    - Travel Time: Billed portal-to-portal at the assignment rate
    - Mileage: Billed roundtrip at the current years' IRS standard mileage rate
  - o Parking & Tolls: Associated fees may be billed unless pass/permit/validation is provided in advance.
- Negotiated prior to the assignment
  - o Miscellaneous Fees: Other assignment-related expenses (e.g. preparation time, transit, hotel, airfare, per diem meals, etc.) may be billed.

Multiple Interpreters: In accordance with professional standards, certain situations will call for the use of multiple interpreters working as a team. There are many factors that warrant this, including the length of time, the content, presentation-style events, needs of the consumers, et cetera. The need for multiple interpreters will be communicated with the requester prior to the assignment.

Cancellation Policy: Assignments canceled more than 1 business day (24 hours) prior to the start time will not be charged. If cancellation is received less than 1 business day (24 hours) prior to the start time, assignment is billed for the hours reserved. Changes made by the requester to an already confirmed booking are subject to the cancelation policy and will need to be booked again.

~~Each on-site interpreter for Sitwamee County for the 2020-2021 school year will be typically scheduled 7 hours daily. (VRI Interpreters have a 2 hour minimum charge)~~

~~A. **Additional Time:** If an assignment is going to run past the scheduled time, the interpreter(s) will accommodate according to availability. Additional time will be billed in 30 minute increments.~~

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B. ~~Late Charges:~~ ~~Any assignment scheduled with less than 48 business hours notice (defined as 2 full business days from time of the appointment) notice is subject to an additional 20% charge. (Business Hours defined as Monday to Friday 9:00am to 5:00pm.)~~

C. ~~After Hours / Weekends:~~ ~~Requests between 5pm to 9am require an additional charge of $10.00 per hour/per interpreter, as well as on Saturdays, Sundays and Holidays.~~

- Fulfillment of ~~Contract~~Agreement: ~~Presence~~ Confirmation of the assigned interpreter constitutes fulfillment of ~~contract~~this agreement. ~~The~~ If the consumer does not show up for the scheduled start time, the interpreter will wait ~~30 minutes past the scheduled start time. If consumer is not present after 30 min, the interpreter will no longer be required to stay and should~~ 15 minutes for each reserved hour of the assignment, unless otherwise discussed in advance. If no arrival time or additional communication is received, the interpreter may be released from the assignment. In ~~the event consumers make changes during the assignment, such as cancelling after the Interpreter is present or not showing at all, Interpretek will still invoice for the hours reserved.~~ general, interpreters do not interpret without a Deaf or Hard-of- Hearing consumer being present.

Authorized Requesters: It is up to the customer to ensure that only authorized requesters contact Interpretek to schedule services.

Billing Policy: Due to variables of the assignment (i.e. end time, travel charges, etc.), invoices will be generated upon completion of an assignment.

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D. Cancellations: The cancellation period is more than 2 full business days (M-F, 48 hours) prior to the start time. If not received before this time period, payment is billed for the hours reserved.

Payments:

Payment Policy: Payment will be due upon receipt of invoice, unless otherwise negotiated. Delinquent accounts will assess an additional 10% processing charge per month. Payments may be made by ACH, check, or credit card.

Terms of Service: This agreement shall remain in effect until a new agreement is presented and reviewed by both parties.

Additional Info:

E. Confidentiality: Interpretek shall maintain confidentiality and shall not disclose educational, health, or other confidential information except in accordance with all applicable laws and policies. This provision shall survive the termination of this Agreement.

EXHIBIT A (Continued)2020-2021 Educational Rates

Description	EIPA <3.0 Qualified	EIPA 3.0-3.4	EIPA 3.5-3.9	Nat'l Cert / EIPA 4.0<
Interpreting Rates for Students	$39	$43	$49	$54
Interpreting Rates for Parents	$39	$43	$48	$54
Interpreting Rates for Employees	$39	$43	$48	$54
Tri-Lingual	$47	$48	$54	$59
Interpreting Rates for Legal Requests (Investigations, DCF, etc.)	N/A	N/A	N/A	$54
VRI (Video Remote Interpreting)	$39	$43	$48	$54
Travel:	Interpretek endeavors to provide on-site interpreters that live in the area of your district. At times, the only qualified interpreters that are available may have to travel some distance to reach the school to which they are assigned. If this is the case, we can discuss options for compensating the interpreter for their travel time. (Could be a mileage reimbursement or possibly an extra hour or so built into each day.)			

EXHIBIT A (Continued)

Suwannee County Billing Information

Billing Information (to be filled out by Suwannee County)

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SCSB 2022-55 (REVISED/RENEWAU

District Billing Name: _____

District Billing Address:

City: _____ State: _____ Zip: _____

Phone: _____

Billing Email: _____

Billing Contact Phone: _____

Billing Approval Name: _____

Billing Approval Signature: _____

Standard Onsite Rates: $55/hr (2-hour min, Monday - Friday between 7:00 am and 5:00 pm)

Standard Video Remote Interpreting (VRI) Rates: $55/hr (2-hour min, Monday - Friday between 7:00 am and 5:00 pm)

Differentials (stackable, more than 1 might apply):

- Nights/Weekends/Federal Holidays: Rate+$5/hr (Monday - Friday between 5:00 pm and 7:00 am; all day Saturday and Sunday; all day on federally recognized holidays)

Company Name: _____ Billing Email: _____

Address: _____ Billing Contact Phone: _____

City: _____ State: _____ Zip: _____ Billing Approval Name: _____

Phone: _____ Billing Approval Signature: _____

Date: _____

- Trilingual (ASL/English-Spanish): Rate+$5/hr

Signature below signifies agreeance & acknowledgement of all Interpretek policy & rate information provided above.

Is a purchase order (PO) required before requesting services? _____

Note: Interpreting services will be provided on an as needed basis upon request. Our ability to fulfill requests is dependent upon availability of interpreters, and we cannot guarantee that we will be able to fill all requests.

Florida Locations:

Orlando
p: 407-339-4835 / f: 407-339-4830

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SCSB 2022-55 (REVISED/RENEWAL)

orl.office@interpretek.com

Jacksonville
p: 904-615-1807 / f: 904-479-5855
jax.office@interpretek.com
PO Box 5874, Jacksonville, FL 32247

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EXHIBIT B

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609,
~~VICKIE.DEPRATTERfa SUW ANNEE.K12.FL.USVICKIE.DEPRATTER-V? 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)(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 119.070 l(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

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AGREEMENT BETWEEN
THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, O/B/O
EAST COAST TECHNICAL ASSISTANCE CENTER
AND
THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA

This Agreement ("Agreement") is entered into between The School Board of Seminole County, Florida, located at 400 E. Lake Mary Blvd., Sanford, Florida 32773-7127 and The School Board of Suwannee County, Florida, (hereinafter called Member District), located at 1740 Ohio Avenue S., Live Oak, Florida, 32064.

WHEREAS, The School Board of Seminole County, Florida on behalf of the East Coast Technical Assistance Center (ECTAC) provides support and technical assistance to Title I and other specified Elementary and Secondary Education Act (ESEA) programs in the State of Florida; and

WHEREAS, the Member District wishes to enter into an agreement with The School Board of Seminole County, Florida, for support and technical assistance regarding its Title I and other ESEA programs.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. Term. This Agreement shall commence on the last date of approval by a party and shall terminate on June 30, 2022. Thereafter, the Agreement may be renewed for additional annual terms upon the mutual written consent of both parties.

2. Payment. The Member District agrees to pay to The School Board of Seminole County, Florida, the amount of $8,800.00 for services provided under this Agreement. The School Board of Seminole County, Florida, shall submit an invoice and the Member District shall remit payment within forty-five (45) days of the invoice date.

3. Scope. In consideration of the payment set forth in paragraph 2 above, ECTAC shall provide support and technical assistance to the Title I and other specified ESEA programs of the Member District. This support and technical assistance shall include specific program activities and deliverables in support of the approved district Title I Project Applications as appropriate, and other services to be provided which are specified and attached hereto as Exhibit "A" and incorporated by reference. See also Exhibit "B", Operational Procedures incorporated herein by reference.

4. Termination. Either party may terminate this Agreement with or without cause upon 30 days' written notice to the other party. In the event of termination, The School Board of Seminole County, Florida, shall immediately cease providing services as described in paragraph 3 above, and the Member District shall be entitled to a pro rata refund of funds paid in advance for the 2021-2022 school year, pursuant to paragraph 2 above.

5. Background Screening. ECTAC acknowledges that all of its staff, employees, and/or agents which are permitted access on school grounds within Member District when students are present, or which have any direct contact with students, shall at all times be within line-of-sight supervision by Member District.

6. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to the laws of Florida. Venue for any action shall be in the Circuit Court, Eighteenth Judicial Circuit, Seminole County, Florida.

7. Mutual Indemnification. Subject to the limitations of §768.28 Florida Statute, each party to this agreement shall defend, indemnify and hold harmless the other party against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts or omissions, or willful misconduct of the indemnifying party's employees, agents, or officers to the extent that such acts are performed within the scope of the indemnifying party's employment or agency. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

8. Notice. All notices required under this Agreement shall be in writing, and shall be sent by certified mail, return receipt requested or hand delivery. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties shall be sent to or delivered at the addresses set forth below:

If to School Board of Seminole County:

Walt Griffin, Ed.D., Superintendent
The School Board of Seminole County, Florida
400 E. Lake Mary Blvd
Sanford, FL 32773-7127

With a copy to:

Mrs. Marjorie Murray, Director
East Coast Technical Assistance Center
400 E. Lake Mary Blvd.
Sanford, FL 32773-7127

If to Member District:

Ted L. Roush, Superintendent
The School Board of Suwannee County, Florida
1740 Ohio Avenue S.
Live Oak, FL 32064

With a copy to:

Kecia Robinson, Coordinator
School Improvement/Title I
1740 Ohio Avenue S.
Live Oak, FL 32064

By giving the other party at least fifteen (15) days written notice, each party shall have the right to change its address and the name of its representative for notice purposes.

9. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations, and agreements not incorporated in this Agreement are canceled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representatives.

10. Authorization. Each party warrants and represents with respect to itself that neither the execution of this Agreement nor the performance of its obligations under this Agreement shall violate any legal requirement or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Agreement and the performance of its obligations under this Agreement shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its obligations. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.

11. Access and Retention of Documents. Each party will, upon request, provide access to the other party, the Federal Grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, to any books, documents, papers and records which are directly related to this project. Both parties to this Agreement will retain all records related to the services provided pursuant this Agreement, for five (5) years after the Member District has made final payments and all other matters between the parties in connection with this Agreement, are closed. Further, both parties agree to comply with s.119.0701, F.S., as applicable.

12. Copyrights. The parties are hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or agreement under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. Furthermore, the parties agree that The School Board of Seminole County, Florida, has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this Agreement for use within The School District of Seminole County, Florida for purposes related to The School Board of Seminole County, Florida, business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation.

13. Debarment. By signing this Agreement, the parties certify, to the best of their knowledge and belief, that they and their principals:

(a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.

(b) Have not, within the preceding five (5) year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or agreement under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

(d) Have not within the preceding five (5) year period had one (1) or more public transactions (federal, state or local) terminated for cause or default.

(e) Are not presently, nor have been within the last three (3) years, listed on the convicted vendor list.

The parties agree to notify each other within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs (a) – (e) above, with respect to the parties or their principals.

14. Public Records Act/Chapter 119 Requirements. The School Board of Seminole County, Florida and Member District agree to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

(a) The School Board of Seminole County, Florida and Member District shall keep and maintain public records required by the other party to perform the service.

(b) The School Board of Seminole County, Florida and Member District shall upon request from the other party's custodian of public records, provide the requesting party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in chapter 119, Florida Statutes or as otherwise provided by law;

(c) The School Board of Seminole County, Florida and Member District shall ensure that public records that are exempt or that are confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the records are not transferred to the other party; and

(d) Upon completion of the contract and at the request of either party, The School Board of Seminole County, Florida and Member District shall transfer to the other party, at no cost, all public records in possession of the other party or keep and maintain the public records as required by law. All records stored electronically must be provided to the requesting party, in a format that is compatible with the information technology systems of the requesting party.

The parties agree that if either party fails to comply with a public records request, then the other party may enforce the Agreement provisions in accordance with the Agreement and as required by Section 119.0701, Florida Statutes.

IF THE MEMBER DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MEMBER DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA'S CUSTODIAN OF PUBLIC RECORDS, CAROLYN BEDSOLE, MANAGER, IS PROJECT MANAGEMENT AT 407-320-0466, CAROLYN_BEDSOLE@SCPS.K12.FL.US, THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, 400 EAST LAKE MARY BLVD., SANFORD, FLORIDA 32773.

IF THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SCHOOL BOARD OF SEMINOLE COUNTY,

FLORIDA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE MEMBER DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE DEPRATTER, CHIEF FINANCIAL OFFICER AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, SUWANNEE COUNTY SCHOOL DISTRICT, 1740 OHIO AVE. S, LIVE OAK, FLORIDA 32064.

15. Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, sexual orientation or any other basis prohibited by law.

16. Equal Opportunity and Affirmative Action. The parties affirm that they are each equal opportunity and affirmative action employers and shall each comply with all applicable federal, state, and local laws and regulations pertaining thereto.

17. Unauthorized Alien Labor. The parties shall each comply with all federal and state laws, including but not limited to section 448.095, Florida Statues, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. The parties must not knowingly employ unauthorized aliens and should such violation occur shall be cause for termination of the Agreement. The parties will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its new employees hired during the contract term, and will further include in all subcontracts for subcontractors performing work or providing services pursuant to this Agreement the requirement that the subcontractor utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The parties shall receive and retain an affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. A party's knowing failure to comply with this subsection may result in termination of the Agreement.

18. Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from Member District.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA:

By: _____
Karen Almond, Chairman

Date Approved: _____

ATTEST:

By: _____
Walt Griffin, Ed.D., Superintendent

THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA:

By: _____

Print Name: Tim Alcorn

Title: Board Chairman

Date: _____

ATTEST:

By: _____

Print Name: Ted L. Roush

Title: Superintendent of Schools

"Approved as to Form and Sufficiency
BY_____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

EXHIBIT A
ECTAC TECHNICAL ASSISTANCE SERVICES

The purpose of the East Coast Technical Assistance Center is to:

- assist in closing the academic achievement gap in Florida by providing technical assistance to member school districts regarding selective programs contained in the Elementary and Secondary Education Act (ESEA) and
- maintain a network of school districts that collaborate on the implementation of selective ESEA programs.

The selective ESEA programs are:

1. Title I, Part A
2. Title I, Part C
3. Title I, Part D
4. Other grant funded programs as they interact with Title I.

The services include:

1. assisting member school districts in:
    a. the development and implementation of Title I programs consistent with the requirements of The Elementary and Secondary Education Act (ESEA) and the related Florida State Statue.
    b. the administration of Title I, and building the capacity of Title I district administrators and key staff in the understanding of appropriate laws, rules, regulations, guidance, policies, and best practices through periodic professional development meetings and activities.
    c. the development and implementation of Title I plans, project applications, and amendments to include schoolwide, targeted assistance, nonpublic, migrant, neglected and delinquent, school improvement, and others as requested.
    d. effectively utilizing Title I resources, and other resources in the school improvement process.
    e. the implementation of effective instructional strategies and evidence-based best practices.
    f. building capacity for the effective engagement of families in the education of their children.
    g. identifying and recognizing high performing/high poverty schools for the purpose of networking and sharing effective practices across the state.
    h. accessing other collaborative service providers, such as ESCORT, the Bureau of Federal Educational Programs, the Grants Management Office, other Bureaus and Offices at the Florida Department of Education (FLDOE), Florida Association of State and Federal Education Program Administrators (FASFEPA), National Association of Federal Education Program Administrators (NAFEPA), as well as other offices and organizations.
    i. advocating for the needs of the Local Educational Agencies (LEAs).
    j. other areas as necessary.
2. providing member meetings including professional development at least three (3) times per year. Services will be provided virtually if face-to-face meetings are not possible.
3. co-sponsoring two (2) forums per year with FASFEPA.

EXHIBIT B
OPERATING PROCEDURES

The name of the Center is the East Coast Technical Assistance Center (ECTAC). The Center may change its name by a simple majority vote of the membership.

Purpose:

The purpose of ECTAC is to:

- assist in closing the academic achievement gap in Florida by providing technical assistance to member school districts regarding selective programs contained in the Elementary and Secondary Education Act (ESEA) and
- maintain a network of school districts that collaborate on the implementation of selective ESEA programs.

Members:

Membership in ECTAC is open to school districts in Florida.

Advisory Board:

An Advisory Board guides the proper development, approval, and execution of the operation of ECTAC.

Advisory Board Members:

The Advisory Board is composed of five (5) administrators that are representative of small, medium, and large school districts comprising the organization. Board members receive no compensation for their services. The number of Board members may be increased by vote of the general membership but will never be less than five (5).

Election and Term of Advisory Board Members:

Election of Advisory Board members will occur prior to the first meeting of the fiscal year. Board members will be elected by a simple majority vote of the membership. The terms are for two (2) years.

Vacancies will be filled by simple majority vote of the membership for the unexpired term. A Board member elected to fill a vacancy will be elected for the unexpired term of his/her predecessor in office and will serve until his/her successor is elected.

A Board member may be removed by a simple majority vote of the membership, at any regularly scheduled or special meeting of the membership, whenever in its judgment the best interests of the organization would be served thereby.

A Board member may resign from the Board at any time by giving notice in writing to the Board at

least thirty (30) days before such resignation. No acceptance of such resignation will be necessary to make it effective.

Quorum of the Advisory Board:

A simple majority of the Advisory Board members constitutes a quorum for the transaction of business. The act of a simple majority of Advisory Board members present at a meeting at which a quorum is present will be the act of the Board. Each Advisory Board member will have one vote and no proxy will be allowed.

Meetings of the Board:

An advisory board meeting will be held once a year at a time and location set by the Advisory Board, with additional meetings scheduled as needed. Minutes of the meetings are available upon request.

Action may be taken by the Advisory Board without a meeting if a simple majority of the Board members consent in writing through fax, mail, or by electronic mail to the action. Such actions will be filed with the Board minutes.

Absence of Board Members:

Each Board member is expected to communicate in advance of all Board meetings stating whether or not he/she is able to attend or participate by conference telephone or other agreed-upon means of communication. Any Board member who is absent from three (3) successive Board meetings will be deemed to have resigned due to non-participation, and his/her position will be declared vacant, unless the Board affirmatively votes to retain that member.

Fiscal Year:

The fiscal year of the organization will be aligned July 1 to June 30.

Fiscal Agent:

The School Board of Seminole County, Florida, (SBSC) is the fiscal agent for ECTAC. All employees of ECTAC are employees of SBSC. The interview committees for vacant ECTAC positions will have representation from an ECTAC Member District.

Travel will be approved by the fiscal agent to ensure ECTAC staff travel to Member Districts as well as attend events, meetings, and/or conferences that will benefit the purpose of ECTAC.

SBSC assures that the operation of ECTAC will be excluded from any freeze on vacant positions or travel restrictions that might be imposed by SBSC due to budget shortfalls.

SBSC will charge the ECTAC budget an administrative fee equal to the SBSC approved indirect cost rate. Any additional administrative charges must be requested through and approved by the ECTAC Advisory Board. Other than the administrative fee described above, the ECTAC budget will be used solely for ECTAC purposes. ECTAC will provide an annual budget report to ECTAC Member Districts.

Agreement:

An agreement for ECTAC services will be executed annually with ECTAC Member Districts. The agreement will include attachments of the description of services and operating procedures.

Website:

An ECTAC website will be established and maintained to provide school districts with information that will facilitate the implementation of Title I program services.

Representation in State and National Organizations, Committees, and Meetings:

The ECTAC staff will represent ECTAC Member Districts in state and national organizations, committees, and meetings as appropriate.

INFO ONLY

~~SCSB 2021-45 (RENEWAL)~~

SCSB 2022-57 (REVISED/RENEWAL)

SCPS Agreement Number: ~~SA-2021-47-MS~~ SA-2122-45-MS Approval Date: ~~April 28~~March 9, ~~2020~~ 2021

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AGREEMENT BETWEEN
THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, O/B/O
EAST COAST TECHNICAL ASSISTANCE CENTER
AND
THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA

This Agreement ("Agreement") is entered into between The School Board of Seminole County, Florida, located at 400 E. Lake Mary Blvd., Sanford, Florida 32773-7127 and the The School Board of Suwannee County, Florida, (hereinafter called Member District), located at 1740 Ohio Avenue S., Live Oak, Florida 32064.

WHEREAS, The School Board of Seminole County, Florida on behalf of the East Coast Technical Assistance Center (ECTAC) provides support and technical assistance to Title I and other specified Elementary and Secondary Education Act (ESEA) programs in the State of Florida; and

WHEREAS, the Member District wishes to enter into an agreement with the The School Board of Seminole County, Florida, for support and technical assistance regarding its Title I and other ESEA programs.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. Term. This Agreement shall commence on the last date of approval by a party and shall terminate on June 30, ~~2021~~2022. Thereafter, the Agreement may be renewed for additional annual terms upon the mutual written consent of both parties.

2. Payment. The Member District agrees to pay to The School Board of Seminole County, Florida, the amount of ~~$8,000.00~~$800.00 for services provided under this Agreement. The School Board of Seminole County, Florida, shall submit an invoice ~~no later than July 31, 2020~~ and the Member District shall remit payment within ~~forty-forty-~~ five (45) days of the invoice date.

3. Scope. In consideration of the payment set forth in paragraph 2 above, ECTAC shall provide support and technical assistance to the Title I and other specified ESEA programs of the Member District. This support and technical assistance shall include specific program activities and deliverables in support of the approved district Title I Project Applications as appropriate, and other services to be provided which are specified and attached hereto as Exhibit "A" and incorporated by reference. See also Exhibit "B", Operational Procedures incorporated herein by reference.

INFO ONLY

4. Termination. Either party may terminate this Agreement with or without cause upon 30 days' written notice to the other party. In the event of termination, The School Board of Seminole County, Florida, shall immediately cease providing services as described in paragraph 3 above, and the Member District shall be entitled to a pro rata refund of funds paid in advance for the ~~2020-2021~~ 2021-2022 school year, pursuant to paragraph 2 above.

5. Background Screening. ECTAC acknowledges that all of its staff, employees, and/or agents which are permitted access on school grounds within Member District when students are present, or which have any direct contact with students, shall at all times be within line-of-sight supervision by Member District.

6. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to the laws of Florida. Venue for any action shall be in the Circuit Court, Eighteenth Judicial Circuit, Seminole County, Florida.

7. Mutual Indemnification. Subject to the limitations of §768.28 Florida Statute, each party to this agreement shall defend, indemnify and hold harmless the other party against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts or omissions, or willful misconduct of the indemnifying party's employees, agents, or officers to the extent that such acts are performed within the scope of the indemnifying party's employment or agency. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

8. Notice. All notices required under this Agreement shall be in writing, and shall be sent by certified mail, return receipt requested or hand delivery. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties shall be sent to or delivered at the addresses set forth below:

If to School Board of Seminole County:
Walt Griffin, Ed.D., Superintendent
The School Board of Seminole County, Florida 400 E.
Lake Mary Blvd Sanford, FL 32773-7127

With a copy to:
Mrs. Marjorie Murray, Director
East Coast Technical Assistance Center 400 E.
Lake Mary Blvd.
Sanford, FL 32773-7127

If to Member District:
Ted L. Roush, Superintendent
The School Board of Suwannee County, Florida 1740
Ohio Avenue S.
Live Oak, FL 32064

With a copy to:
Kecia Robinson, ~~Director~~Coordinator
~~Federal Programs~~ School Improvement/Title I 1740
Ohio Avenue S.
Live Oak, FL 32064

By giving the other party at least fifteen (15) days written notice, each party shall have the right to change its address and the name of its representative for notice purposes.

9. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations, and agreements not incorporated in this Agreement are canceled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representatives.

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10. Authorization. Each party warrants and represents with respect to itself that neither the execution of this Agreement nor the performance of its obligations under this Agreement shall violate any legal requirement or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Agreement and the performance of its obligations under this Agreement shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its obligations. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.

11. Access and Retention of Documents. Each party will, upon request, provide access to the other party, the Federal Grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, to any books, documents, papers and records which are directly related to this project. Both parties to this Agreement will retain all records related to the services provided pursuant this Agreement, for five (5) years after the Member District has made final payments and all other matters between the parties in connection with this Agreement, are closed. Further, both parties agree to comply with s.119.0701, F.S., as applicable.

12. Copyrights. The parties are hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant or agreement under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. Furthermore, the parties agree that The School Board of Seminole County, Florida, has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this Agreement for use within The School District of Seminole County, Florida for purposes related to The School Board of Seminole County, Florida, business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation.

13. Debarment. By signing this Agreement, the parties certify, to the best of their knowledge and belief, that they and their principals:

(a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.

(b) Have not, within the preceding five (5) year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or agreement under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

(d) Have not within the preceding five (5) year period had one (1) or more public transactions (federal, state or local) terminated for cause or default.

(e) Are not presently, nor have been within the last three (3) years, listed on the convicted vendor list.

The parties agree to notify each other within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or

INFO ONLY

terminations as described in paragraphs (a) - (e) above, with respect to the parties or their principals.

14. Public Records Act/Chapter 119 Requirements. The School Board of Seminole County, Florida and Member District ~~agrees~~ agree to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

(a) The School Board of Seminole County, Florida and Member District shall keep and maintain public records required by the ~~School Board~~ other party to perform the service.

(b) The School Board of Seminole County, Florida and Member District shall upon request from the ~~School Board's~~ other party's custodian of public records, provide the ~~School Board~~ requesting party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in chapter 119, Florida Statutes or as otherwise provided by law.

(c) The School Board of Seminole County, Florida and Member District shall ensure that public records that are exempt or that are confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the ~~Member District does not transfer the~~ records are not transferred to the ~~School Board~~other party; and

(d) ~~Member District upon~~ Upon completion of the contract and at the request of either party, The School Board of Seminole County, Florida and Member District shall transfer to the ~~School Board~~other party, at no cost, all public records in possession of the ~~Member District~~ other party or keep and maintain the public records ~~required by the School Board to perform the service. If the Member District transfers all public records to the School Board upon completion of the contract, the Member District shall destroy any duplicate public records that are exempt or that are confidential and exempt from the public records disclosure requirements. If the Member District keeps and maintains public records, upon completion of the contract, the Member District shall meet all applicable requirements for retaining public records~~as required by law. All records stored electronically must be provided to the ~~School Board~~ upon request from the ~~School Board's custodian of public records~~requesting party, in a format that is compatible with the information technology systems of the ~~School Board~~requesting party.

The parties agree that if ~~the Member District~~ either party fails to comply with a public records request, then the ~~School Board must~~ other party may enforce the Agreement provisions in accordance with the Agreement and as required by Section 119.0701, Florida Statutes.

IF THE MEMBER DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MEMBER DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA'S CUSTODIAN OF PUBLIC RECORDS, CAROLYN BEDSOLE, MANAGER, IS PROJECT MANAGEMENT AT ~~407~~ 407- 320-0466, ~~carolyn_bedsole@scps.k12.fl.us~~CAROLYN_BEDSOLE@SCPS.K12.FL.US, THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, 400 EAST LAKE MARY BLVD., SANFORD, FLORIDA 32773.

IF THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE MEMBER DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE DEPRATTER, CHIEF FINANCIAL OFFICER AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, SUWANNEE COUNTY SCHOOL DISTRICT, 1740 OHIO AVE. S, LIVE OAK, FLORIDA 32064.

~~15.~~ Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race,

15. ~~Page 4 of 9~~age, religion, color, gender, national origin, marital status, disability, sexual orientation or any other basis prohibited by law.

16. Equal Opportunity and Affirmative Action. The parties affirm that they are each equal opportunity and affirmative action employers and shall each comply with all applicable federal, state, and local laws and regulations pertaining thereto.

17. Unauthorized Alien Labor. The parties shall each comply with all federal and state laws, including but not limited to section 448.095, Florida Statues, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. The parties must not knowingly employ unauthorized aliens and should such violation occur shall be cause for termination of the Agreement. The parties will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its new employees hired during the contract term, and will further include in all subcontracts for subcontractors performing work or providing services pursuant to this Agreement the requirement that the subcontractor utilize the E- Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The parties shall receive and retain an affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. A party's knowing failure to comply with this subsection may result in termination of the Agreement.

~~17.~~18. Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from Member District.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

~~THE SCHOOL BOARD OF~~ ~~THE SCHOOL BOARD OF~~

~~SEMINOLE COUNTY, FLORIDA:~~

~~By:~~ _____
~~Chairman~~

~~Date Approved:~~ ____

~~SUWANNEE COUNTY, FLORIDA:~~

~~By:~~ _____

~~ATTEST:~~

~~By:~~ _____
~~Superintendent~~

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INFO ONLY

~~Print Name: Ed daSilva~~

~~Title: Board Chairman~~

~~Date:~~

~~ATTEST:~~

~~By:~~

~~Print Name: Ted L. Roush~~

~~Superintendent of Schools~~

~~"Approved as to Form and Sufficiency~~
~~BY~~
~~Leonard J. Dietzen, III Rumberger, Kirk & Caldwell, P.A., Suwannee School Board Attorney"~~

INFO ONLY

THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA:	THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA:
By: Karen Almond, Chairman	By: Print Name: Tim Alcorn
Date Approved:	Title: Board Chairman
	Date:
ATTEST: By: Walt Griffin, Ed.D., Superintendent	ATTEST: By: Print Name: Ted O. Reush Title: Superintendent of Schools

INFO ONLY

EXHIBIT A
ECTAC TECHNICAL ASSISTANCE SERVICES

The purpose of the East Coast Technical Assistance Center is to:

- ~~To~~ assist in closing the academic achievement gap in Florida by providing technical assistance to member school districts regarding selective programs contained in the Elementary and Secondary Education Act (ESEA) and
- ~~A~~ maintain a network of school districts that collaborate on the implementation of selective ESEA programs.

The selective ESEA programs are:

1. Title I, Part A
2. Title I, ~~Part C~~Part C
3. Title I, Part D
4. Other grant funded programs as they interact with Title I.

The services include:

1. assisting member school districts in:
   a. the development and implementation of Title I programs consistent with the requirements of The Elementary and Secondary Education Act (ESEA) and the related Florida State Statue.
   b. the administration of Title I, and building the capacity of Title I district administrators and key staff in the understanding of appropriate laws, rules, regulations, guidance, policies, and best practices through periodic professional development meetings and activities.
   c. the development and implementation of Title I plans, project applications, and amendments to include schoolwide, targeted assistance, nonpublic, migrant, neglected and delinquent, school improvement, and others as requested.
   d. effectively utilizing Title I resources, and other resources in the school improvement/~~school reform~~ process.
   e. the implementation of effective instructional strategies and evidence-based best practices.
   f. building capacity for the effective engagement of families in the education of their children.
   g. ~~networking with~~ identifying and recognizing high performing/high poverty schools ~~across the state~~ for the purpose of networking and sharing effective practices across the state.
   h. accessing other collaborative service providers such as ESCORT, the Bureau of Federal Educational Programs, the Grants Management Office, other Bureaus and Offices at the Florida Department of Education (FLDOE), Florida Association of State and Federal Education Program Administrators (FASFEPA), National Association of Federal Education Program Administrators (NAFEPA) as well as other offices and organizations.
   i. advocating on the needs of the Local Educational Agencies (LEAs).
   j. other areas as necessary.
2. providing member meetings including professional development at least three (3) times per year. Services will be provided virtually if face-to-face meetings are not possible.
3. co-sponsoring two (2) forums per year with FASFEPA.

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FINAL

EXHIBIT B
OPERATING PROCEDURES

The name of the Center ~~will be~~ is the East Coast Technical Assistance Center (ECTAC). The Center may change its name by a simple majority vote of the membership.

Purpose:

The purpose of ECTAC is to:

- assist in closing the academic achievement gap in Florida by providing technical assistance to member school districts regarding selective programs contained in the Elementary and Secondary Education Act (ESEA) and
- maintain a network of school districts that collaborate on the implementation of selective ESEA programs.

Members:

Membership in ECTAC ~~will be~~ is open to ~~all~~ school districts in Florida.

Advisory Board:

An Advisory Board ~~will guide~~ guides the proper development, approval, and execution of the operation of ECTAC.

Advisory Board Members:

The Advisory Board ~~will be~~ is composed of five (5) administrators that are representative of small, medium, and large school districts comprising the organization. Board members receive no compensation for their services. The number of Board members may be increased by vote of the general membership but will never be less than five (5).

Election and Term of Advisory Board Members:

Election of Advisory Board members will occur prior to the first meeting of the fiscal year. Board members will be elected by a simple majority vote of the membership. The terms are for two (2) years.

Vacancies will be filled by simple majority vote of the membership for the unexpired term. A Board member elected to fill a vacancy will be elected for the unexpired term of his/her predecessor in office and will serve until his/her successor is elected.

A Board member may be removed by a simple majority vote of the membership, at any regularly scheduled or special meeting of the membership, whenever in its judgment the best interests of the organization would be served thereby.

A Board member may resign from the Board at any time by giving notice in writing to the Board at

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least thirty (30) days before such resignation. No acceptance of such resignation will be necessary to make it effective.

Quorum of the Advisory Board:

A simple majority of the Advisory Board members ~~will constitute~~ constitutes a quorum for the transaction of business. The act of a simple majority of Advisory Board members present at a meeting at which a quorum is present will be the act of the Board. Each Advisory Board member will have one vote and no proxy will be allowed.

Meetings of the Board:

An ~~annual~~ advisory board meeting will be held once a year at a time and location set by the Advisory Board, with additional meetings scheduled as needed. Minutes of the meetings ~~will be shared with general membership~~are available upon request.

Action may be taken by the Advisory Board without a meeting if a simple majority of the Board members consent in writing through fax, mail, or by electronic mail to the action. Such actions will be filed with the Board minutes.

Absence of Board Members:

Each Board member is expected to communicate in advance of all Board meetings stating whether or not he/she is able to attend or participate by conference telephone or other agreed upon means of communication. Any Board member who is absent from three (3) successive Board meetings will be deemed to have resigned due to non-participation, and his/her position will be declared vacant, unless the Board affirmatively votes to retain that member.

Fiscal Year:

The fiscal year of the organization will be aligned July 1 to June 30.

Fiscal Agent:

The School Board of Seminole County, Florida, (SBSC) is the fiscal agent for ECTAC. All employees of ECTAC are employees of SBSC. The interview committees for vacant ECTAC positions will have representation from an ECTAC Member District.

Travel will be approved by the fiscal agent to ensure ECTAC staff travel to Member Districts as well as attend events, meetings, and/or conferences that will benefit the purpose of ECTAC.

SBSC assures that the operation of ECTAC will be excluded from any freeze on vacant positions or travel restrictions that might be imposed by SBSC due to budget shortfalls.

SBSC will charge the ECTAC budget an administrative fee equal to the SBSC approved indirect cost rate. Any additional administrative charges must be requested through and approved by the ECTAC Advisory Board. Other than the administrative fee described above, the ECTAC budget will be used solely for ECTAC purposes. ECTAC will provide an annual budget report to ECTAC Member Districts.

Agreement:

An agreement for ECTAC services will be executed annually with ECTAC Member Districts. The agreement will include attachments of the description of services and operating procedures.

Website:

An ECTAC website will be established and maintained to provide school districts with information that will facilitate the implementation of Title I program services.

Representation in State and National Organizations, Committees, and Meetings:

The ECTAC staff will represent ECTAC Member Districts in state and national organizations, committees, and meetings as appropriate.

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SCSB 2022-57 (REVISED/RENEWAL)

~~INVOICE~~

~~MARJORIE MURRAY~~
~~DIRECTOR~~
~~Seminole County Public Schools~~
~~400 East Lake Mary Blvd~~
~~Sanford, Florida 32773~~

~~Phone~~
~~407-320-0244~~
~~407-320-0302~~

~~Fax~~
~~407-320-0293~~

~~Website~~
~~www.cctacfl.net~~

~~Invoice Number:~~ ~~2021-049-ECT~~
~~Invoice Date:~~ ~~7/1/2020~~

~~Purchase Order #~~

~~Bill To:~~
~~Suwannee County School District Kecia Robinson, Director Federal Programs~~
~~1740 Ohio Avenue S.~~
~~Live Oak, Florida 32064~~

~~Remit To:~~
~~Marjorie Murray~~
~~East Coast Technical Assistance Center Seminole County Public Schools 400 East Lake Mary Boulevard Sanford, Florida 32773~~

Item	Quantity	Unit		Unit Price	Total
1	1	ea	The East Coast Technical Assistance Center (ECTAC) agrees to provide The Suwannee County School District with specific program activities and deliverables for the 2020-2021 school year as specified by the approved contract, the TITLE IV Project applications, and other services as agreed upon by both parties. For these services and deliverables, The Suwannee County School District agrees to pay the East Coast Technical Assistance Center an amount of $8,000.00. This payment portion will encompass the project period thru June 30, 2021.	$8,000.00	$8,000.00

Subtotal	$8,000.00
Tax	
Shipping	
Misc	
Balance Due	$8,000.00

Notice to Remitter: Return a copy of this invoice with remittance to ensure proper credit to your account. Include invoice number on your check.

~~Walt Griffin, Ed.D.~~
~~Superintendent~~

~~REMITTANCE~~

~~Date:~~
~~Amount Enclosed:~~

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SCSB 2022-57 (REVISED/RENEWAL)

~~SCSB 2021-45 (RENEWALS~~

~~ECTAC Funding Structure—School Year 2020—2021~~

	~~District~~	~~FY-19 Survey 2~~	~~Annual Fee~~
~~1~~	~~GLADES~~	~~1184~~	~~1000~~
~~2~~	~~HAMILTON~~	~~1605~~	~~2000~~
~~3~~	~~UNION~~	~~1728~~	~~2000~~
~~4~~	~~FLORIDA VIRTUAL~~	~~1853~~	~~2000~~
~~5~~	~~MADISON~~	~~2065~~	~~2000~~
~~6~~	~~BRADFORD~~	~~2940~~	~~2000~~
~~7~~	~~WAKULLA~~	~~3557~~	~~4000~~
~~8~~	~~BAKER~~	~~4130~~	~~4000~~
~~9~~	~~MONROE~~	~~4374~~	~~4000~~
~~10~~	~~DESOTO~~	~~4865~~	~~4000~~
~~11~~	~~HARDEE~~	~~4949~~	~~4000~~
~~12~~	~~LEVY~~	~~5012~~	~~8000~~
~~13~~	~~SUWANNEE~~	~~5392~~	~~8000~~
~~14~~	~~OKEECHOBEE~~	~~5765~~	~~8000~~
~~15~~	~~SUMTER~~	~~6376~~	~~8000~~
~~16~~	~~HENDRY~~	~~7173~~	~~8000~~
~~17~~	~~FLAGLER~~	~~7705~~	~~8000~~
~~18~~	~~COLUMBIA~~	~~8752~~	~~8000~~
~~19~~	~~HIGHLANDS~~	~~9513~~	~~8000~~
~~20~~	~~MARTIN~~	~~9803~~	~~8000~~
~~21~~	~~ST JOHNS~~	~~9807~~	~~8000~~
~~22~~	~~INDIAN RIVER~~	~~10352~~	~~12000~~
~~23~~	~~CITRUS~~	~~10496~~	~~12000~~
~~24~~	~~PUTNAM~~	~~10552~~	~~12000~~
~~25~~	~~CHARLOTTE~~	~~12135~~	~~12000~~
~~26~~	~~HERNANDO~~	~~19335~~	~~12000~~
~~27~~	~~SARASOTA~~	~~20593~~	~~12000~~
~~28~~	~~ALACHUA~~	~~20601~~	~~12000~~
~~29~~	~~ST. LUCIE~~	~~29474~~	~~12000~~
~~30~~	~~ESCAMBIA~~	~~29905~~	~~12000~~
~~31~~	~~MANATEE~~	~~31056~~	~~16000~~
~~32~~	~~LAKE~~	~~32387~~	~~16000~~
~~33~~	~~SEMINOLE~~	~~33944~~	~~16000~~
~~34~~	~~BREVARD~~	~~38657~~	~~16000~~
~~35~~	~~VOLUSIA~~	~~41305~~	~~16000~~
~~36~~	~~PASCO~~	~~41865~~	~~16000~~
~~37~~	~~OSCEOLA~~	~~52938~~	~~16000~~
~~38~~	~~PINELLAS~~	~~63968~~	~~18000~~
~~39~~	~~LEE~~	~~73091~~	~~18000~~
~~40~~	~~POLK~~	~~81527~~	~~18000~~
~~41~~	~~DUVAL~~	~~92823~~	~~18000~~
~~42~~	~~PALM BEACH~~	~~122761~~	~~20000~~
~~43~~	~~HILLSBOROUGH~~	~~134644~~	~~15000~~
~~44~~	~~ORANGE~~	~~136340~~	~~20000~~
~~45~~	~~BROWARD~~	~~197877~~	~~22000~~

~~Eligibility numbers are based on the FDOE 2018-2019 Final Survey 3 Data Report, with FEFP multiplier applied by FDOE, if applicable~~

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~~# Eligible for Free/Reduced Lunch~~	
up to 1,500	1,000
1,501-3,000	2,000
3,001-5,000	4,000
5,001-10,000	8,000
10,001-	12,000
30,001-	16,000
60,001-	18,000
100,001-	20,000
150,001 +	22,000

SCSB 2022-57 (REVISED/RENEWAL)

~~[1]Reduced membership rate due to leadership responsibilities in areas of evaluation (approved by ECTAC Advisory Board)~~

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PAEC

PAEC STUDENT DATA SERVICES
RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION

A resolution of **The District School Board of Suwannee County, Florida**, pursuant to Florida Statutes 1001.42(14) and Florida State Board of Education Administrative Rule 6A-1.099, FAC, adopting an agreement made by and 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,** has been reviewed by both parties. It is the decision of these participants that the resolution for rendering of services and benefits shall commence as of July 1, 2021 and shall end on June 30, 2022.

WHEREAS, The District School Board of Suwannee County Florida has the power and the duty among other responsibilities to cooperate with other agencies in joint programs when it is to the best interest of the district, taxpayers, the education system, and the school children of the participant, and

WHEREAS, The District School Board agrees to participate along with other participating and member districts in the PAEC Student Data Services and

WHEREAS, PAEC is operated in compliance with all Florida Statutes and State Board of Education Administrative Rules, with all charges and assessments for services being made as recommended by the PAEC Student Data Services Advisory Committee and approved by the Board of Directors of PAEC (a/k/a PAEC Student Data Services).

THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto contract and agree as follows:

I. **SERVICES TO DISTRICT.** The specific services to be provided pursuant to this agreement by PAEC Student Data Services relate to the Focus Student Information System (SIS), and are:

A. Student Information System recommendations for compliance with Department of Education (DOE) student database and student reporting requirements. PAEC Student Data Services will comply with all requirements relating to s.119.07, F.S, Florida's public records act.

B. Help desk support will be provided for only primary and/or backup contact to provide technical assistance to any SIS application related problem Monday-Friday 8am-5pm Eastern time, excluding holidays scheduled by PAEC District of Record, the Washington County School Board. Programming bugs and enhancement requests will be escalated by PAEC Student Data Services to Focus School Software as necessary.

C. Upon mutually agreed dates, each district may utilize up to two days per year on-site with a Student Data Services staff member for either consultation with only primary and/or backup contact to provide technical assistance on any SIS application related problem or training for district staff on any SIS application related procedures.

D. Training of district MIS contact:

1. Regularly scheduled webinar training sessions to cover topics suggested by PAEC and the districts MIS contacts.
2. Quarterly training sessions of pertinent procedures involving the Student Information System.
3. Other specific needs recommended by the Advisory Committee of PAEC Student Data Services and approved by the PAEC Board of Directors.

E. Weekly hot topic email newsletter.

F. Web repository of training documents and videos.

G. Custom PHP programs, Custom SQL Reports, and Custom SQL Integrations as deemed necessary by PAEC Student Data Services.

H. Import Templates and Instructions for use as deemed necessary by PAEC Student Data Services.

II. **GOVERNANCE.** The PAEC Board of Directors has established the PAEC Student Data Services entity to work with districts on their SIS needs. As part of its work, PAEC Student Data Services shall have an Advisory Committee. The Committee shall assist the PAEC Executive Director in the overall management of PAEC Student Data Services. The Advisory Committee shall consist of one (1) voting member from each district, appointed by the district Superintendent and that person will serve as the primary MIS contact (POC) between PAEC Student Data Services and the district. POCs will designate a backup contact. The POC and the backup will serve on the Committee until 1) a staff change is made prohibiting the appointed representative to serve, or 2) a notice is received by the Superintendent or designee that a change is being

made. A quorum must be present to take action. The Committee will have a chair and a co-chair which will serve two (2) year terms on alternating rotations. The chair and co-chair will be elected by the Committee.

III. DISTRICT RESPONSIBILITIES

A. Provide and report accurate and clean data.
B. Responsible for attending conference calls and trainings.
C. Responsible for troubleshooting before reporting and providing clear and concise examples when reporting issues.
D. Responsible for importing data (i.e. test scores) into system.
E. Responsible for facilitating internal training to district personnel.

IV. PAEC ASSETS. Training and Website materials provided by PAEC Student Data Services are strictly for the internal use of participating districts, including their administrators, staff, teachers, students, and parents. These materials remain the property of PAEC Student Data Services and cannot be reprinted, duplicated, sold, or distributed to anyone outside the participating school or school district without the express written consent of PAEC Student Data Services.

V. DISTRICT FINANCIAL PARTICIPATION. The District School Board of Suwannee County Florida, will pay for services received through participating in the PAEC Student Data Services program. All assessments will be based on actual costs incurred, prorated among participants on the base plus unweighted FTE basis. Each participating district hereby agrees to pay, a base sum of $13,500 plus a sum per most recent FTE Enrollment Forecast from the Office of Economic & Demographic Research mid-year estimate and Workforce Development Information System (WDIS) as per the 2019-20 year's enrollment @ a rate of 0.946537517. This contribution shall be the total obligation of each participating district during the agreement year. Payment must be made by the District and received by PAEC by September 15 of each year in which the district is participating.

VI. TERMS OF AGREEMENT. The term of this agreement with PAEC Student Data Services shall commence as of July 1 of each school year (the "renewal date") and shall end on June 30 of each school year (the "termination date"), unless the participating district chooses to renew this resolution/contract for an additional year. Each District entering into a resolution/contract with PAEC Student Data Services shall do so effective July 1 unless specified to the contrary.

VII. TERMINATION/SUSPENSION OF AGREEMENT

A. TERMINATION BY DISTRICT
Written notice of intent to withdraw ("Terminate") from participation in the PAEC Student Data Services program must be provided by the participating district to the PAEC Executive Director at least six months prior to the renewal date. This resolution/contract will automatically renew for an additional 1-year period if such written notice is not timely received by the PAEC Executive Director.

B. SUSPENSION OF SERVICES BY PAEC
The Board of Directors of PAEC may suspend and decline to provide services to a participating district because of failure to:

- Make full payment by September 15th of each year
- For DRS schools, provide proof of agreement with their statutorily assigned university affiliate (s. 1003.32, FS) by September 1st of each year

C. WITHDRAWAL BY FISCAL AGENT
The fiscal agent must provide written notification by certified mail to the Superintendent/DRS Director of each participating district if services are to be discontinued. Notification must be received at least six months prior to the renewal date (July 1st).

VIII. **ADMINISTRATIVE/STAFFING.** PAEC Student Data Services is administered under the PAEC Board of Directors. Washington County Schools will serve as the Fiscal Agent and District of Record. PAEC Student Data Services staff will be under the supervision of the PAEC Executive Director and function as part of the consortium staff. The Student Data Services program shall contribute its pro-rata share of the PAEC/Fiscal Agent Annual Agreement and PAEC Overhead Funding Plan.

IX. **EQUIPMENT PURCHASES AND TRANSFERS.** The equipment purchased to facilitate the center operation will be vested in the PAEC District of Record, the Washington County School Board, according to the present PAEC Agreement. If the PAEC Student Data Services program is transferred to another District of Record, all equipment purchased with PAEC Student Data Services program funds will be transferred to the new district upon approval of the PAEC Board of Directors.

For the above described services, The District School Board of Suwannee County, Florida, agrees to pay The District School Board of Washington County, Florida, fiscal agent and District of Record for PAEC and PAEC Student Data Services, the sum of $18,979.86, and the Focus License Fee of $35,430.94 ($6.12 x 5,789.37 FTE) - a total of $54,410.80 - payable upon execution of this resolution/contract.

APPROVED

School Board of Suwannee County

Ted L. Roush, Superintendent

Date:

Tim Alcorn, Board Chairman

Date:

School Board of Washington County on behalf of Panhandle Area Educational Consortium

Herbert J. Taylor, Superintendent

Date:

Milton Brown, Board Chairman

Date:

John T. Selover, Executive Director
Panhandle Area Educational Consortium

Date:

BOD date: May 13, 2021
WCSB date: June 14, 2021

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

SCSB 2022-58 (REVISED/RENEWAL)

PAEC

PAEC STUDENT DATA SERVICES
RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION

A resolution of **The District School Board of Suwannee County, Florida,** pursuant to Florida Statutes 1001.42(14) and Florida State Board of Education Administrative Rule 6A-1.099, FAC, adopting an agreement made by and between **The School Board of Washington County, Florida,** ~~fiscal~~ Fiscal agent for **The Panhandle Area Educational Consortium (PAEC) and PAEC Student Data Services,** and **The District School Board of ~~Suwannee County~~ Suwannee County Florida,** has been reviewed by both parties. It is the decision of these participants that the resolution for rendering of services and benefits shall commence as of July ~~1, 2020~~ 1, 2021 and shall end on June 30, ~~2021~~, 2022.

WHEREAS, The District School Board of Suwannee County Florida has the power and the duty among other responsibilities to cooperate with other agencies in joint programs when it is to the best interest of the district, taxpayers, the education system, and the school children of the participant, and

WHEREAS, The District School Board agrees to participate along with other participating and member districts in the PAEC Student Data Services and

WHEREAS, PAEC is operated in compliance with all Florida Statutes and State Board of Education Administrative Rules, with all charges and assessments for services being made as recommended by the PAEC Student Data Services Advisory Committee and approved by the Board of Directors of PAEC (a/k/a PAEC Student Data Services).

THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto contract and agree as follows:

I. **SERVICES TO DISTRICT.** The specific services to be provided pursuant to this agreement by PAEC Student Data Services relate to the Focus Student Information System (SIS), and are:
   A. Student Information System recommendations for compliance with Department of Education (DOE) student database and student reporting requirements. PAEC Student Data Services will comply with all requirements relating to s.l 19.07, F.S., Florida's public records act.
   B. Help desk support will be provided for only primary and/or backup contact to provide technical assistance to any SIS application related problem Monday-Friday 8am-5pm Eastern time, excluding holidays scheduled by PAEC District of Record, the Washington County School Board. Programming bugs and enhancement requests will be escalated by PAEC Student Data Services to Focus School Software as necessary.
   C. Upon mutually agreed dates, each district may utilize up to two days per year on site with a Student Data Services staff member for either consultation ~~with~~ with only primary and/or backup contact to provide technical assistance on any SIS application related problem or training for district staff on any SIS application related procedures.
   D. Training of district MIS contacts.
      1. Regularly scheduled webinar training sessions to cover topics suggested by PAEC and the districts MIS contacts.
      2. Quarterly training sessions of pertinent procedures involving the Student Information System.
      3. Other specific needs recommended by the Advisory Committee of PAEC Student Data Services and approved by the PAEC Board of Directors.
   E. Weekly hot topic email newsletters.
   F. Web repository of training documents and videos.
   G. Custom PHP programs, Custom SQL Reports, and Custom SQL Integrations as deemed necessary by PAEC Student Data Services.
   H. Import Templates and Instructions for use as deemed necessary by PAEC Student Data Services.

II. **GOVERNANCE.** The PAEC Board of Directors has established the PAEC Student Data Services entity to work with districts on their SIS needs. As part of its work, PAEC Student Data Services shall have an Advisory Committee. The Committee shall assist the PAEC Executive Director in the overall management of PAEC Student Data Services. The Advisory Committee shall consist of one (1) voting member from each district, appointed by the District Superintendent and that person will serve as the primary MIS contact (POC) between PAEC Student Data Services and the district. POCs will designate a backup contact. The POC and the backup will serve on the Committee until 1) a staff change is made prohibiting the appointed

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SCSB 2022-58 (REVISED/RENEWAL)
~~SCSB 2021-83 (REVISED/RENEWAL)~~

representative to serve, or 2) a notice is received by the Superintendent or designee that a change is being

PAEC STUDENT DATA SERVICES
RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION
Page 2 of 3

made. A quorum must be present to take action. The Committee will have a chair and a co-chair which will serve two (2) year terms on alternating rotations. The chair and co-chair will be elected by the Committee ~~and approved by the PAEC Board of Directors~~.

~~I.~~ II. DISTRICT RESPONSIBILITIES

A. Provide and report accurate and clean data.
B. Responsible for attending conference calls and trainings.
C. Responsible for troubleshooting before reporting and providing clear and concise examples when reporting issues.
D. Responsible for importing data (i.e. test scores) into system.
E. Responsible for facilitating internal training to district personnel.

~~II.~~IV. PAEC ASSETS. Training and Website materials provided by PAEC Student Data Services are strictly for the internal use of participating districts, including their administrators, staff, teachers, students, and parents. These materials remain the property of PAEC Student Data Services and cannot be reprinted, duplicated, sold, or distributed to anyone outside the participating school or school district without the express written consent of PAEC Student Data Services.

~~III.~~V. DISTRICT FINANCIAL PARTICIPATION. The District School Board of Suwannee County Florida will pay for services received through participating in the PAEC Student Data Services program. All assessments will be based on actual costs incurred, prorated among participants on the base plus unweighted FTE basis. Each participating district hereby agrees to pay, a base sum of ~~$12,000~~ 13,500 plus a sum per most recent ~~unweighted FTE 3rd calculation~~ FTE Enrollment Forecast from the Office of Economic & Demographic Research mid-year estimate and Workforce Development ~~Information~~ Information System (WDIS) as per the ~~2018-19 year's~~ 2019-20 years enrollment ~~of 6,414.98 at~~ @ a rate of 1.102165136 equaling ~~$7,070.37 for a total of~~ ~~$19,070.370~~ 946537517. This contribution shall be the total obligation of each participating district during the agreement year. Payment must be made by the District and received by PAEC by September 15 of each year in which the district is participating.

~~IV.~~VI. TERMS OF AGREEMENT. The term of this agreement ~~with~~ with PAEC Student Data Services shall commence as of July 1 of each school year (the "renewal date") and shall end on June 30 of each school year (the "termination date"), unless the participating district chooses to renew this resolution/contract for an additional year. Each District entering into a resolution/contract with PAEC Student Data Services shall do so effective July 1 unless specified to the contrary.

~~V.~~VII. TERMINATION/SUSPENSION OF AGREEMENT

A. TERMINATION BY DISTRICT
Written notice of intent to withdraw ("Terminate") from participation in the PAEC Student Data Services program must be provided by the participating district to the PAEC Executive Director at least six months prior to the renewal date. This resolution/contract will automatically renew for an additional 1-year period if such written notice is not timely received by the PAEC Executive Director.

B. SUSPENSION OF SERVICES BY ~~P AEC~~PAEC
The Board of Directors of PAEC may suspend and decline to provide services to a participating district because of failure to:

- Make full payment by September ~~15th~~ 15th of each year
- For DRS schools, provide proof of agreement with their statutorily assigned university affiliate (s. 1003.32, FS) by September ~~1st~~ 1st of each year

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DRAFT

SCSB 2022-58 (REVISED/RENEWAL)

C. WITHDRAWAL BY FISCAL AGENT

~~UDENT DATA SERVICES~~

~~SCSB 2021-83 (REVISED/RENEWAL)~~

~~(Replaces SCSB 2021-63 previously approved on 07/28/2020)~~

~~RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION~~

~~Page 3 of 3~~

The fiscal agent must provide written notification by certified mail to the Superintendent/DRS Director of each participating district if services are to be discontinued. Notification must be received at least six months prior to the renewal date (July 1st).".

INFO ONLY

INFO ONLY

SCSB 2022-58 (REVISED/RENEWAL)

~~II.~~VIII. ~~ADMINISTRATIVE/STAFFEVG~~ADMINISTRATIVE/STAFFING. PAEC Student Data Services is administered under the PAEC Board of Directors. Washington County Schools will serve as the Fiscal Agent and District of Record. PAEC Student Data Services staff will be under the supervision of the PAEC Executive Director and function as part of the consortium staff. The Student Data Services program shall contribute its pro-rata share of the PAEC/Fiscal Agent Annual Agreement and PAEC Overhead Funding Plan.

~~VI.~~IX. EQUIPMENT PURCHASES AND TRANSFERS. The equipment purchased to facilitate the center operation will be vested in the PAEC District of Record, the Washington County School Board, according to the present PAEC Agreement. If the PAEC Student Data Services program is transferred to another District of Record all equipment purchased with PAEC Student Data Services program funds will be transferred to the new district upon approval of the PAEC Board of Directors.

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For the above described services, ~~,~~ The District School Board of Suwannee County, Florida, agrees to pay The District School Board of Washington County, Florida, fiscal agent and District of Record for PAEC and PAEC Student Data Services, ~~$20,697.39~~the sum of $18,979.86, and the Foeus License Fee of ~~$30,471.16 (FTE total 6,414.98 x $4.75~~$5,430.94 ($6.12 x 5,789.37 FTE) - a total of ~~$51,168.55~~ $4,410.80 - payable upon execution of this resolution/contract.

APPROVED

School Board of Washington County on behalf of Panhandle Area Educational School Board of Suwannee County Consortium
John T. Selover, Executive Director

Ted L. Roush, Superintendent

Date:

Herbert J. Taylor, Superintendent

Date:

Tim Alcorn, Board Chairman

Date:

Milton Brown, Board Chairman

Date:
Panhandle Area Educational Consortium

Date:

BOD date: May 13, 2021
WCSB date: June 10, 2021

Item	Quantity
Football Helmets : Adidas Adult Padded Softshell Helmet (12000) : Adidas Adult Padded Softshell Helmet (12000) - XL	5
Augusta Women's SS Shirt (2180) - Assorted Colors : Augusta Women's SS Shirt (2180) - Assorted Colors-M	1
Bombas Athletic Sock : Bombas Athletic Sock-L	5
Augusta Men's Track Short (1120) - Assorted Colors : Augusta Men's Track Short (1120) - Assorted Colors -XL	5
Augusta Men's SS Compression Shirt (2180) - Assorted Colors : Augusta Men's SS Compression Shirt (2180) - Assorted Colors-XL	2
UA Women's Headband (1500)	20
Augusta Women's Pullover (4250) - Assorted Colors : Augusta Women's Pullover (4250) - Assorted Colors-M	1
Augusta Men's LS Compression Shirt (4160) - Assorted Colors : Augusta Men's LS Compression Shirt (4160) - Assorted Colors-2XL	1
Augusta Girl's Wicking T-Shirt - Assorted Colors (750) : Augusta Girl's Wicking T-Shirt - Assorted Colors (750) - M	1
Under Armour 2-Pocket Girdle - Adult (1245495) : Under Armour 2-Pocket Girdle - Adult (1245495) - L	2
Augusta Women's Track Singlet (0880) : Augusta Women's Track Singlet (0880)-L-F/Wh	17
Augusta Women's Track Singlet (0880) : Augusta Women's Track Singlet (0880)-S-F/Wh	23
Knee Pads : UA Youth OSFM Knee Pad (2299) : UA Youth OSFM Knee Pad (2299)-Wt	20
Softball Helmets : RIPIT Vision Pinstripe Softball Helmet (5999) : RIPIT Vision Pinstripe Softball Helmet (5999) - Bk/Wt/Ombre/Awa - M/L	1
Nike Catcher's Leg Guard : Nike Catcher's Leg Guard-DG-18"	1
Augusta Unisex Basketball Practice Short (3480) - Assorted Colors : Augusta Unisex Basketball Practice Short (3480) - Assorted Colors -2XL	1
Augusta Women's Polo (3740) : Augusta Women's Polo (3740)-S-Bk/Wt	1
Nike Adult Soccer Goalie Gloves (120) : Nike Adult Soccer Goalie Gloves (120) - Size 10	1
Augusta Men's LS Compression Shirt (4160) - Assorted Colors : Augusta Men's LS Compression Shirt (4160) - Assorted Colors-L	2
Under Armour Men's Leggings (Assorted Styles) (3199) : Under Armour Men's Leggings (Assorted Styles) (3199) - L	3
Augusta Unisex Basketball Practice Short (3480) - Assorted Colors : Augusta Unisex Basketball Practice Short (3480) - Assorted Colors -XL	4
Baseball Pants : Augusta Men's Baggy Baseball Pant (2940) - Assorted Colors : Augusta Men's Baggy Baseball Pant (2940) - Assorted Colors-XL	15
Baseball Pants : Augusta Men's Baggy Baseball Pant (2940) - Assorted Colors : Augusta Men's Baggy Baseball Pant (2940) - Assorted Colors-S	20
Baseball Pants : Augusta Men's Baggy Baseball Pant (2940) - Assorted Colors : Augusta Men's Baggy Baseball Pant (2940) - Assorted Colors-M	20
Baseball Pants : Augusta Men's Baggy Baseball Pant (2940) - Assorted Colors : Augusta Men's Baggy Baseball Pant (2940) - Assorted Colors-L	15
Nike Adult Batting Gloves (45) : Nike Adult Batting Gloves (45) - XL	5
My Life Fitness 6" Neoprene Lifting Belt (2000) : My Life Fitness 6" Neoprene Lifting Belt (2000)-XS	6
Football Helmets : Adidas Adult Padded Softshell Helmet (12000) : Adidas Adult Padded Softshell Helmet (12000) - L	15
Football Helmets : Adidas Adult Padded Softshell Helmet (12000) : Adidas Adult Padded Softshell Helmet (12000) - M	15
Augusta Men's Polo (3740) - Assorted Colors : Augusta Men's Polo (3740) - Assorted Colors-L	8
Footballs : Augusta Punt Pass Kick Football (1299) : Augusta Punt Pass Kick Football (1299)-PeWe	40
RA - Fixed Rung Agility Ladder	1
Pinnies : BSN Phenom Reversible Pinnie (745) : BSN Phenom Reversible Pinnie (745) - Nv/Wt - AM	100
Soccer Balls : Nike Soccer Ball (2500) : Nike Soccer Ball (2500)-5	10
Soccer Balls : Nike Soccer Ball (3000) : Nike Soccer Ball (3000)-5	10

SUWANNEE COUNTY SCHOOL DISTRICT

JERRY TAYLOR
DISTRICT 1
NORMAN CRAWFORD
DISTRICT 2
TIM ALCORN
DISTRICT 3

ED DA SILVA
DISTRICT 4
RONALD WHITE
DISTRICT 5
LEONARD DIETZEN, III
BOARD ATTORNEY

1740 Ohio Avenue, South
Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635

TED L. ROUSH
Superintendent of Schools

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools

FROM: Walter Boatright, Director of Human Resources WB

DATE: June 7, 2021

RE: Human Resources Transactions for June 22, 2021

Regular Meeting

RECOMMENDATION:

Pursuant to Section 1012.27 (1A) (1B), *Florida Statutes*, the Superintendent hereby submits the following written personnel recommendations.

SUWANNEE COUNTY SCHOOL BOARD
Human Resources Transactions
June 22, 2021

TO: District School Board of Suwannee County

FROM: Ted L. Roush
Ted L. Roush, Superintendent of Schools

Pursuant to Section 1012.27 (1A) (1B), Florida Statutes, I hereby submit the following written personnel recommendations.

RECOMMENDATIONS FOR THE 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 Assistant Principal	Suwannee Springcrest Elementary Assistant Principal	July 1, 2021
Keith Cherry	Suwannee Springcrest Elementary Dean	Suwannee Riverside Elementary 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

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CONTRACT FOR SERVICES
Suwannee County School District
and
Allied Instructional Services

THIS AGREEMENT is made and entered into on 6/22/2021, by and between Allied Instructional Services, LLC, a Virginia company with an address at P.O. Box 2214, Ashland, VA 23005 ("AIS"), and Suwannee County School District, with an address at 1740 Ohio Avenue, South, Live Oak, FL, 32064 ("District").

1. **Integration:** This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral. If any provision of the contract documents conflicts with another provision, this agreement shall govern.

2. **Initial Term:** This contract shall be effective on July 1, 2021, and shall continue in full force until June 30, 2022, **unless otherwise noted below**, by checking the box to the left of the "**Renewal Term.**"

   _____ **Renewal Term:** (optional: check if desired) **This agreement shall automatically renew for successive one-year terms.** Any renewal of this agreement shall be on terms and conditions as set forth in the contract documents except as mutually agreed otherwise by the parties.

3. **Services to be Provided:** District hereby engages AIS for the provision of the services described in this agreement and AIS agrees to cause said services to be provided for District. AIS acknowledges that it is possessed of that degree of care, learning, skill, and ability which is ordinarily possessed by similar businesses and further represents that in the performance of the services herein set forth it will exercise such degree of care, learning, skill, and ability as is ordinarily employed by AIS under similar conditions and like circumstances and shall perform such duties without neglect. Any equipment, supplies, or materials used in the performance of this contract shall be provided by District except as otherwise agreed by the parties.

   AIS offers the following services ("Services"):

Service Name	Service Provider Description
Vision Services	Certified Teacher endorsed in Blindness and Visual Impairments
Orientation and Mobility Instruction	Professionally Trained Orientation and Mobility Instructor, who holds or is qualified to sit for NOMC or COMS certification
Deaf and Hard of Hearing Services	Certified Teacher endorsed in Deaf and Hard of Hearing knowledgeable in ASL and cochlear implants
Physical Therapist	Licensed Physical Therapist
Occupational Therapist	Licensed Occupational Therapist

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Assistive Technology Assessment and Consulting	Certified itinerant teacher or licensed therapist and/or with a certificate in Assistive Technology
Sign Language Interpreter	Certified Interpreter that meets state regulations (Call for pricing)
Evaluations	Certified itinerant teacher, licensed therapist, and/or certified evaluator
Audiology	Licensed Audiologist
Speech and Language Pathologist	Licensed by the Board of Audiology and Speech Language Pathology; Certified ASHA
Braille Transcription	Material adaptation by certified Braille Transcriptionist
School Psychology	Licensed School Psychologist

4. **Scope of Services:**

The services will include:

- Direct or consultative services as governed by student's Individualized Education Programs (I.E.P.s.)
- Assessing students using appropriate instrument of educational measurement
- Ensuring appropriate materials, technology, and equipment are obtained to meet educational needs of each student.
- Obtaining needed resources that will help to meet the educational needs for each student.
- Maintaining up to date and accurate documentation of educational progress on each student
- Writing, revising, and updating I.E.P.s in accordance with District policies and procedures but not to act as sole case manager for any student (local school District to appoint in-school case manager)
- Making efforts to attend I.E.P. and/or eligibility meetings upon request.
- Conferring with parents/guardians, medical personnel, teachers, and other school personnel as necessary
- Adhering to pertinent laws, regulations, and policies as they relate to the assignment.

AIS will provide contractors to provide services at school's premise(s) under District's supervision. AIS retains the sole right to select contractors to provide services, but AIS agrees all contractors providing services shall be pre-approved by District for the assigned services. AIS recognizes that contractors who are assigned to provide services may have access to certain information of District and students which may be proprietary and confidential. AIS will require each of the personnel to treat this information as confidential and agree not to disclose it to any third person in accordance with applicable law.

School District will allow reasonable time for completion of work outside of IEP service delivery time.

AIS providers will complete paperwork necessary for the District to submit for Medicaid reimbursement. AIS is not enrolled as a LEA Medicaid provider so claims for reimbursement must be submitted by the District. District must communicate Medicaid documentation requirements in a clear and timely manner to the AIS service provider providing the services to the student.

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5. **Payments:** AIS acknowledges that District requires billing for services provided to be per hour, and District agrees that the rate of reimbursement for the above service/s provided, except for sign language interpreting services, will be that of $68.00 an hour portal to portal, to include in-district, virtual or a hybrid of the two. The fee for work completed for remote office hours as necessary for the implementation of services (report writing, materials preparation, etc.) and braille transcription will be that of $55.00 an hour. Notice of need to cancel, i.e., student illness/absentee, must be made at least 3 hours in advance of scheduled service or regular daily charge will apply.

   District shall pay AIS within thirty (30) days of receipt of invoice from AIS. If any fees due hereunder are not paid when due, interest shall accrue on the amount not paid when due at rate of one and one-half percent (1 ½ %) per month until paid.

6. **Discounts:** AIS agrees to waive portal charges when an individual service provider is contracted to District for 35 or more hours of work within the school District in one week.

7. **Fees:** District agrees to reimburse AIS for canes issued to student(s) by AIS when necessary for instructional purposes at a rate of $45.00 per cane.

8. **Replacement Fee:** Should District opt to offer employment to, hire directly or indirectly or otherwise contract with (1) the contracted individual service provider (2) any other potential contractor contacted by AIS and identified to the client, or (3) previous individual service provider with AIS that worked with AIS in the last 12 months, District agrees to pay AIS an additional amount equal to twenty percent (20%) of the first year salary (excluding bonus, vacation, health and employee welfare benefits) to be paid by District to such hired individual service provider.

9. **Cooperative Purchasing:** To the extent permitted under the Virginia Public Procurement Act, the terms and conditions of this agreement may be extended to any other school District or other entity to permit those other entities to contract with AIS for the goods or services set forth in this agreement, subject to the mutual agreement of AIS and the other entity, which may include different payment terms.

10. **Intellectual Property:** Except as provided herein, all rights and ownership of Services Related Intellectual Property and tangible materials produced under or as a result of this contract are the property of the AIS. AIS reserves all rights, including without limitations, the copyright of tangible materials produced and/or provided in connection with the provision of services under this contract. "Services Related Intellectual Property" means any inventions, discoveries, processes, formulas, data, techniques, know-how, computer programs and other intellectual property along with improvements and enhancements thereto, whether or not patentable, formulae, trademarks, related documentation and all other forms of copyrightable or patentable subject matter, which AIS conceives, develops, or makes in connection with providing services under this agreement, but does not include any Preexisting Intellectual Property and any property owned by District and provided by District to AIS or its contractors for performance of services, title to which shall remain in District and which shall be used only in the performance of this agreement unless otherwise authorized in writing by District. "Preexisting Intellectual Property" means any inventions, discoveries, processes, formulas, data, techniques, know-how, computer programs and other intellectual property along with improvements

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and enhancements thereto, whether or not patentable, formulae, trademarks, related documentation and all other forms of copyrightable or patentable subject matter, which District has conceived, developed, or made prior to the date of this agreement or otherwise not produced in connection with services to be provided under this agreement.

This agreement is for use by the District only and may not be duplicated, distributed, or verbally communicated without the written permission of AIS.

11. **Termination:** Each party has the right to terminate this agreement if the other party is in default of agreement hereunder which default is incapable of cure or which, being capable of cure, has not been cured within fifteen (15) days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize). Either party may terminate this agreement upon thirty (30) days' written notice to the other party or upon mutual agreement by both parties. Upon termination of this agreement for any reason, District shall pay all amounts due for the services and hours worked under the agreement.

12. **Indemnification:** District shall be liable for any claims, liabilities, damages, losses, judgments, charges, expenses (including reasonable attorney fees) and/or causes of action incurred by AIS or any of its contractors or agents resulting from any wrongful, negligent, or tortious act of District or any of its employees, agents, representatives or students, or any breach of this agreement by District. AIS agrees to indemnify, hold harmless and defend District, its officers, agents, and employees from any and against all claims, liabilities, damages, losses, judgments, charges, expenses (including reasonable attorney fees) and/or causes of action resulting from any breach of this agreement by AIS and any negligence or intentional misconduct by AIS for which the District, its agents, servants, or employees are alleged to be liable.

    The parties acknowledge that AIS' total liability under this agreement shall not exceed the total payments made to it by the District. This paragraph represents the entire agreement between the parties regarding indemnification and supersedes / replaces any other references to indemnification in contract documents.

13. **Assignment:** District shall not assign or transfer any interest in this agreement without the prior written consent of AIS, which consent shall not be unreasonably withheld, delayed, or conditioned. AIS may subcontract for the provision of services under this agreement and may assign this agreement in connection with any merger, sale, or transfer of all or substantially all of the assets or stock of AIS. No modification of this agreement shall be binding upon the parties hereto, unless consented to in writing, and signed by both parties.

14. **Notices:** Any notice required to be given to a party hereunder shall be deemed given on the third (3rd) business day following the mailing of any such notice, postage paid, to the address set out herein for such party.

15. **No Authority to Bind District:** AIS has no authority to enter into contracts or agreements on behalf of District. This Agreement does not create a partnership between the parties.

16. **General:** No amendment, change, modification, or waiver of any term of this agreement shall be valid unless it is in writing and signed by both the District and AIS. This

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agreement shall be binding upon the successors and permitted assigns of the District and AIS. This agreement shall be construed according to the laws of Florida, exclusive of its conflicts of law provisions. Any dispute, claim or action under this agreement shall be brought exclusively in the appropriate state or federal court located in or for Suwannee County, Florida, and the parties irrevocably consent to the personal jurisdiction of such courts for resolution of any such dispute, action, or claim. All provisions of this agreement shall be considered severable and each enforceable provision shall remain in effect and binding upon the parties hereto regardless of any finding by any judicial, administrative, or legislative body that other provisions of this agreement are invalid or unenforceable. This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

17. **Confidentiality:** Allied Instructional Services ("AIS") and its agents and employees will keep all information related to the School Board's students confidential and will not disclose such information to third parties for any purpose without the prior written approval of the School Board. AIS will return all copies of such student confidential information to the School Board upon termination of this Agreement.

18. **Staffing for Services**: AIS will recruit, hire, and provide contractors to provide services at schools' premise(s) under District's supervision. AIS retains the sole right to select contractors to provide services, but AIS agrees all contractors providing services shall be pre-approved by District for the assigned services. AIS acknowledges the District's request that, for HIPPA compliance and security reasons and to promote continuity of communication and services, AIS minimize the number of individual contractors provided to meet the needs of the District.

19. **Personnel**

a. All of the Services herein shall be performed by AIS or under its supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized, or permitted under applicable state and local law to perform such Services.

b. Jessica Lunsford Act (Background Check).

1. AIS shall comply with the Jessica Lunsford Act, effective September 1, 2005, as same may be amended from time to time and with all requirements of Sections 1012.32 and 1012.465, F.S.

2. Except as provided in Sections 1012.467 or 1012.468, F.S., and consistent with District policy, all of AIS' personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and District. This background screening will be conducted by District in advance of AIS or its personnel providing any Services under the conditions described in the previous sentence.

3. AIS shall bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law

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Enforcement to maintain the fingerprints provided with respect to AIS and its personnel.

4. The Parties agree that the failure of AIS to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling the District to terminate immediately with no further responsibilities or duties to perform under this Agreement. AIS agrees to indemnify and hold harmless the School District, its officers, and employees from any liability in the form of physical or mental injury, death, or property damage resulting from AIS' failure to comply with requirements of this section or with Sections 1012.32 and 1012.465, F.S.

20. FERPA: To the extent Services provided hereunder pertain to the access to student information, AIS shall adhere to all standards included in Sections 1002.22 and 1002.221, F.S. (the Protection of Pupil Privacy Acts), 20 U.S.C. §1232g - the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto (34 CFR Part 99), and/or any other applicable state or federal law or regulation regarding the confidentiality of student information and records. Further, AIS, and its officers, employees, agents, and representatives, shall fully indemnify and hold the District harmless for any violation of this provision including, but not limited to, defending the District and its officers, employees, agents, and representatives against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the District, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the District arising out of the breach of this provision by AIS, its officers, employees, agents, or representatives, to the extent that the AIS, or its officers, employees, agents, or representatives, shall either intentionally or negligently violate this provision, Sections 1002.22 and 1002.221, F.S., or other applicable state, local, or federal laws, rules, or regulations. This provision shall survive the termination of or completion of all performance obligations under this Agreement and shall remain fully binding upon AIS. A separate Non-Disclosure Agreement may be required.

21. Public Records

a. **IF AIS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AIS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BOARD CUSTODIAN OF PUBLIC RECORDS AT (321) 633-1000 ext. 453, recordsrequest@brevardschools.org, BREVARD COUNTY PUBLIC SCHOOLS, RECORDS MANAGEMENT, 2700 Judge Fran Jamieson Way, Viera, Florida 32940.**

b. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, F.S., which generally makes public all records or other writings made by or received by the Parties. AIS acknowledges its legal obligation to comply with Section 119.0701, F.S. AIS shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, which would be required to be kept and maintained by the District in order to perform the scope of services. AIS shall comply with all requirements for retaining public records and shall transfer, at no cost to the District, all public records in the possession of

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AIS upon a request for such public records. See Section 119.0701(2)(b)4, F.S., for additional record keeping requirements.

c. A request to inspect or copy public records relating to the District's contract for services must be made directly to the District's Custodian of Public Records. If the District does not possess the requested records, the District's Custodian of Public Records shall immediately notify AIS of the request. AIS must provide a copy of the records to the District or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. If AIS 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.

d. Should AIS fail to provide the requested public records to the District within a reasonable time, AIS understands and acknowledges that it may be subject to penalties under Sections 119.0701(3)(c) and 119.10, F.S.

e. AIS shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of this Agreement term and following the completion, expiration, or termination of same if AIS does not transfer the records to the District. Upon completion, expiration, or termination of this Agreement, AIS shall transfer, at no cost to the District, all public records in its possession or keep and maintain public records required by the District to perform the services. If AIS transfers all public records to the District, AIS shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If AIS keeps and maintains public records upon completion, expiration, or termination of this Agreement, AIS shall meet all applicable requirements for retaining public records and provide requested records to the District pursuant to the requirements of this Article. All public records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

22. 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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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).

Signatures: In agreement with the terms and condition of this agreement, we have affixed our signatures as indicated below. This agreement shall be considered by both parties as legal and binding.

AIS

_____/_____
Mary Hall, Vice President of Operations Date
Allied Instructional Services, LLC

Suwannee County School District

_____/_____
Administrator Signature Date

_____
Administrator's Name/Title

Ted L. Roush, Superintendent of Schools
Administrator's Name/Title

_____
Chairperson, Suwannee County School Board

Allied Instructional Services, LLC
PO Box 2214
Ashland, VA 23005
Phone: 804-368-8475
Fax: 804-368-8467

"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 commencing on July 1, 2021, by and between the School Board of Suwannee County, Florida ("SCSB"), and Tracy Henderson (hereinafter "Contractor.").

WITNESSED:

WHEREAS, SCSB, through RIVEROAK Technical College (RTC), operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

A. SERVICES: SCSB hereby engages Contractor to provide educational consulting services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

(i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.

(ii) Contractor and staff shall not be required to perform services in any order or sequence specified by SCSB.

(iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.

(iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.

(v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.

(vi) The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.

C. DOCUMENTATION: Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;

B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.

C. Contractor shall perform the services required hereunder in accordance with:
(i) All applicable federal, state, and local laws, rules, and regulations;

(ii) All applicable policies of: SCSB;

(iii) All applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;

D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and

E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and

F. All Contractor staff shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on 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 SCSB. Documentation of clearance will be on file in the Department of Human Resources in the SCSB 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 SCSB.

9. AUDITS, RECORDS, AND RECORDS RETENTION

SCSB 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 SCSB'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 SCSB 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 SCSB 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 SCSB, the Contractor will cooperate with the SCSB 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 SCSB.

E. That persons duly authorized by the SCSB 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

SCSB 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 SCSB for the SCSB'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 SCSB waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida
c/o Ted L. Roush, Superintendent
1740 Ohio Avenue, South
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell
Attorney for Suwannee County School Board
P. O. Box 10507
Tallahassee, FL 32302-2507

Contractor: Tracy Henderson
725 Suwannee Avenue SW
Live Oak, Florida 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. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT C which is incorporated by reference herein.

22. 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.

23. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2020-2021 academic year.

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 Tracy Henderson
Contractor

_____ _____
Type or Print Name of Witness Type or Print Name of Contractor

Date _____ Date _____

EXHIBIT A

SERVICES PROVIDED:

1. This agreement shall commence July 1, 2021 and shall terminate June 30, 2022.

2. The Contractor hereby agrees to provide the following services under this agreement:

   a. Conduct limited hours in the development of customer service training programs to the specifications of the Director of RTC, then to deliver such course materials to adult students in a demonstration offering at which time the selected instructors of RTC will attend and be qualified to continue the offering of that course material.
   b. Meet with the AST and ACTT Advisory Committees, program instructors, RTC Director and other interested persons to maintain such certification and to prepare and demonstrate forms and procedures to successfully obtain recertification.
   c. Research, meet with interested parties in Suwannee County and surrounding area, in order to advise the RTC Director as to course, program and instructional development for new and emerging occupations, as well as, for obtaining technical college credit.

3. RTC hereby agrees to abide by the following considerations under this agreement.

   a. Make available administration, staff and faculty of the RTC for consultation by the Contractor at appointed times for in person meetings or video conferencing.
   b. The RTC Director will maintain communications with the Contractor as to assistance for new programs, course delivery and program development.
   c. Will set up meeting and consultation dates and times between the Contractor and RTC staff and faculty as well as any advisory groups and community clients of the RTC. T

CONTRACTOR FEDERAL IDENTIFICATION NUMBER:
INDIVIDUAL SOCIAL SECURITY NUMBER:

IRS Form W-9 on file.

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

General and/or Perkins

EXHIBIT B

FEE SCHEDULE

RIVEROAK Technical College (RTC) is a postsecondary technical education college under Suwannee County School District and is required to obtain and retain national certification as a postsecondary institution, as well as, for Automotive Service Technology (AST) and Automotive Collision Technology Technician programs. The primary campus of RTC is at 415 S. W. Pinewood Drive, Live Oak, Florida 32064.

RTC is an instructional service provider to adult and secondary students of Suwannee County Public Schools, Work Force Development Board of Suwannee County, various industries and organizations in the RTC service area. The Contractor will be called upon to develop curriculum and instructor expertise to provide the requested training for new industries coming to Suwannee County. The Contractor will provide technical assistance to the Director of RTC.

RTC desires to engage in consulting services with the Contractor for several projects.

For the services provided by the Contractor, RTC agrees to pay based on the following table:

- Conduct Classroom instruction of students and/or staff $30.00 / hour
- Conduct a full school day of instruction for students and / or staff $200.00 / day
- Research and development time $30.00 / hour
- Travel mileage including tolls and vicinity at current Florida rate
- Per Diem incurred at current Board approved rate
- Lodging at direct cost

The Contractor will submit an invoice for each month in which there has been activity at the end of the month which shall include detail per charge.

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.

SCHOOL DISTRICT OF SUWANNEE COUNTY

PROJECT SPECIALIST

JOB DESCRIPTION

QUALIFICATIONS:

(1) High School Diploma, including or supplemented by education, training, and/or experience in grants management field.
(2) Minimum of five (5) years job related experience
(3) Proficient in standard business office software (Excel, Word, Office, PowerPoint, etc.)
(4) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of uniform guidance procedures and policies as they relate to federal programs, including budgeting, procurement, and allowable costs. Ability to communicate effectively, both orally and in writing. Ability to apply mathematical operations to tasks such as budget analysis and projections. Ability to compile and edit information to produce reports. Knowledge of current federal laws in the area of funding and expenditures. Ability to interact appropriately with administrators, staff, and community.

REPORTS TO:

Chief Financial Officer

JOB GOAL

To implement the requirements of specified grants in accordance with the grant, district, state, and federal requirements.

SUPERVISES:

N/A

PERFORMANCE RESPONSIBILITIES:

Service Delivery

*(1) Coordinate a plan for implementing and evaluating the required grant actions/activities in collaboration with appropriate personnel.
*(2) Design appropriate strategies, staff development, and/or materials, required in order to implement the specific grant actions/activities.
*(3) Establish and implement a data collection system to document the progress and outcomes of the specified grant activities.
*(4) Collaborate with appropriate personnel, departments, and schools to implement the grant requirements.
*(5) Monitor implementation to ensure adherence to grant requirements, timelines, and outcomes.
*(6) Participate, as appropriate, in meetings related to the grant(s).
*(7) Prepare and disseminate reports to document grant progress and outcomes in accordance with the grant requirements.

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*(8) Prepare grant renewal applications, incorporating input from appropriate stakeholders, to ensure ongoing access to available grants.
*(9) Perform and promote all activities in compliance with equal employment and nondiscrimination policies of the Suwannee County School Board.
*(10) Participate successfully in the training programs offered to increase the individual's skill and proficiency related to the assignments.
*(11) Review current developments, technical assistance, and federal updates related to the job responsibility.
*(12) Ensure adherence to quality safety procedures.
*(13) Follow Federal and State laws, as well as School Board policies.

Inter/Intra-Agency Communication and Delivery

*(14) Serve as facilitator between administration and schools/departments in implementation of the grant/project scope of work.
*(15) Serve in the capacity of administrative assistant to the Chief Financial Officer.
*(16) Interact with administrators to enhance the understanding of the district's initiatives and priorities.
*(17) Respond in timely manner to inquiries and concerns.
*(18) Keep supervisor informed of potential problems or unusual events.

Professional Growth and Improvement

*(19) Provide in-service training, as needed, to departments and schools regarding grant initiatives for successful implementation.
*(20) Be proficient in and model the use of technology to increase productivity and efficiency.
*(21) Participate successfully in the training programs offered to increase skill, proficiency, and character education related to assignment.
*(22) Maintain a network of peer contacts through professional organizations.
*(23) Attend training sessions, conferences, and workshops as assigned or appropriate to keep abreast of current practices, programs, and legal issues.

Systemic Functions

*(24) Represent the district in a positive and professional manner.
*(25) Prepare or oversee the preparation of all required reports and maintain all appropriate records.
*(26) Exhibit interpersonal skills to work as an effective team member.
*(27) Demonstrate support for the School District and its goals and priorities.

Leadership and Strategic Orientation

*(28) Provide leadership and direction to assigned areas.
*(29) Model and maintain high ethical standards.
*(30) Model the characteristics of citizenship and character education.
*(31) Set high standards and expectations and promote professional growth for self and others.
*(32) Utilize appropriate strategies and problem-solving tolls to make decisions regarding planning, utilization of funds, delivering services and evaluation of services provided.
*(33) Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action.
*(34) Perform other tasks consistent with the goals and objectives of this position and as assigned.

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the district's approved compensation plan.
Length of the work year and hours of employment shall be those established by the district.
Classification: Confidential

EVALUATION:

Performance of this job will be evaluated annually in accordance with provisions of the Board's policy on evaluation of personnel.

SALARY SCHEDULE CONFIDENTIAL EMPLOYEES 2021-2022
SECRETARIAL AND OTHER PERSONNEL

REGULAR DUTY HOURS 8:00 AM - 4:30 PM

LEVEL	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
5	24442	24791	25414	26202	26973	27749	28522	29306	30081	30858	31871	32851	33368	33860	34351
4	25959	26738	27223	28005	28775	29560	30335	31114	31891	32670	33722	34739	35291	35808	36325
3	27550	28042	28523	29307	30080	30862	31422	32414	33197	33975	35059	36104	36674	37212	37749
2	29363	29850	30336	31114	31891	32672	33446	34183	34983	35781	36910	37993	38593	39159	39726
1B	30711	31150	31652	32431	33216	34034	34798	35601	36381	37163	38327	39436	40061	40644	41226
1A	31933	32378	32871	33658	34445	35262	36021	36822	37584	38391	39580	40718	41361	41969	42577
1AA	33233	33722	34223	35001	35746	36571	37353	38136	38920	39704	42163	43354	44043	44683	45324
1C	41664	42803	43947	45092	46234	47379	48519	49664	50802	51947	53660	55145	56020	56840	57659
1D	36888	37380	37880	38660	39403	40225	41012	41795	42578	43362	45821	47082	47829	48530	49230
1E	37803	38292	38797	39572	40316	41142	41926	42707	43487	44273	46737	48015	48774	49490	50206
1	34783	35274	35775	36557	37298	38125	38907	39689	40474	41256	43755	44978	45690	46358	47026

CLASSIFICATION LEVEL

5	General Secretary
4	District Level Secretary, District Secretary (Custodian of Records)
3	Administrative School Secretary/Confidential, Administrative Secretary IT
2	Administrative Secretary II
1B	Administrative Secretary I, School Bookkeeper, Operations Manager Transportation
1A	Personnel Specialist, Accounts Payable Specialist, Administrative Support Specialist – Federal Programs
1AA	Assistant Superintendents' Secretary, Asst. Textbook and Certification, Secretary for Administration, Employee Benefits Specialist, Financial Aid Specialist
1C	IT Specialist, Network Specialist, Software Specialist, Facilities Technology Technician, Supervisor/Payroll, Assistant Coordinator of Food Service, Attendance Assistant
1D	
1E	Employee Benefits Specialist I; Operator, Risk Management, Project Specialist
1	Secretary to the Superintendent,

Normally upon appointment to a position, employee will be placed in step "0"; however, the Superintendent, upon consideration of pertinent factors, (educational backgrounds, prior experience, see job description), may approve placement into any of the succeeding steps. Thereafter, employee will progress to the succeeding step on July 1 of each year, provided he has performed satisfactorily for a minimum period of nine (9) months as of June 30.

All salaries are based on 12 months. Where employee is on less than 12 months, salary will be prorated on a monthly basis.

Loss of pay for any days not paid shall be on the basis of a daily rate with the daily rate deter-mined by dividing the salary by 196 for 10 months, 216 for 11 months, and 261 for 12 months.

Employees who hold a bachelor's degree from an accredited college or university as defined by the US Department of Education shall receive an advanced degree supplement of $175.00 per contract month worked, effective July 1, 2015.

Effective July 1, 2021-June 30, 2022 Adopted xx/xx/xxxx by the
SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064
386/647-4600
Ted L. Roush, Superintendent