AGREEMENT BETWEEN
SUWANNEE COUNTY SCHOOL BOARD
AND
SUWANNEE VALLEY COMMUNITY COORDINATED CHILD CARE, INC.

THIS AGREEMENT, by and between SUWANNEE COUNTY SCHOOL BOARD, hereinafter called the School Board, and SUWANNEE VALLEY COMMUNITY COORDINATED CHILD CARE, INC., hereafter called SV4Cs, each in consideration of the agreements to be performed by the other, agree:

1. The purpose of the School Board's Teen Parent Program is to help the teenage parent complete their high school education and become responsible parents and adults, while providing high-quality early childhood education and care to their children.
2. The purpose of SV4Cs Early Head Start (birth to 3 year olds) and Head Start (3 to 5 year olds) program is to provide high-quality child development and health services that address early childhood education, health, disabilities, social services, nutrition, mental health and parent / family / community engagement at SV4Cs Live Oak Early Head Start / Head Start locations.
3. The School Board shall pay SV4Cs for and SV4Cs shall provide child care in accordance with the Teen Parent Program Services Plan for the period beginning August 09, 2023 and ending May 22, 2024. The plan is incorporated herein by reference as if fully set forth in this agreement.
4. The services to be provided by SV4Cs shall comply with pertinent provisions of Florida Statutes and rules of the Florida Department of Education.
5. SV4Cs shall maintain all records required by the Florida Department of Education and by the School Board for purposes of audit. SV4Cs shall make available such records to the School Board or to the Florida Department of Education upon request.
6. SV4Cs shall maintain, at its own expense, such insurance coverage as required by law and by Florida Department of Education for directly provided services including liability and property damage.
7. SV4Cs acknowledges that total funding for its services under this Agreement is dependent upon State of Florida appropriations as dispersed by the Department of Education. This agreement may be terminated by either party upon 30 days written notice, if the pertinent legislative body fails to appropriate funds for this Agreement. SV4Cs agrees that it will look only to such Department of Education funding for payment for its services hereunder, and that the Suwannee County School Board shall not be obligated to pay SV4Cs any amounts other than the amounts received by Suwannee County School Board from the Department of Education for child care as indicated herein in Paragraph 8e.

8. PROVISION OF SERVICES:

   a. Teen Parent Program staff at Suwannee High School will determine which students qualify for child care services and shall forward written referrals to SV4Cs Family Services Department for those students who qualify.

   b. SV4Cs is required by Head Start Program Performance Standards to verify that all participants meet age and income eligibility requirements. Therefore, it will be necessary to obtain information from each potential parent prior to enrollment in SV4Cs Early Head Start and Head Start program to ensure eligibility for the program.

   c. SV4Cs agrees to make enrollment opportunities available for children of Teen Parent Program participants at the beginning of the 2023-2024 school year until August 28, 2023, at Live Oak Early Head Start and Head Start locations, as age appropriate. The School Board agrees that it will identify and refer initial program participants as early as possible in the school year, but in any event no later than August 28, 2023.

   d. After August 28, 2023, Teen Parent Program participant referrals will be accepted however, immediate placement is not guaranteed. The School Board will be notified when SV4Cs program is full and the child will be placed on the waitlist.

   e. The School Board shall pay SV4Cs a rate of $9.00/day for extended child care services until 3:30 p.m. SV4Cs will ensure that child care is available to participants on every school day. It is understood and acknowledged that the School Board will not pay for care on scheduled school holidays, even if the child attends care on that day. It is further understood and acknowledged that the School Board will pay for care on every scheduled school day, whether the child attends care or not.

   f. The School Board may identify and refer to SV4Cs teenagers who are pregnant but have not yet delivered their babies. SV4Cs will enroll these teenagers in the Early Head Start program if space is available and begin providing pre- and post-natal support services through referrals to include but not be limited to: nutritional assessments, health promotion and treatment, mental health interventions, prenatal education information on fetal development (including risks from smoking and alcohol), labor and delivery, and postpartum recovery (including maternal depression), and information on the benefits of breast feeding to all pregnant and nursing mothers. The School Board will not be charged for services to pregnant teenagers.

   g. SV4Cs will provide attendance information on children of participating teen parents to Suwannee High School or other designated school site, as requested. The School Board agrees to provide SV4Cs with reciprocal attendance information on teenage parents. In the event that a child is placed in care on a school day and SV4Cs receives a report that the parent is absent from school, SV4Cs will attempt to contact the parent to remove the child from care, as applicable.

   h. The School Board agrees to notify SV4Cs, in writing, when a student is withdrawn from school and no longer eligible for child care services. Upon receiving such written

notification, SV4Cs may, at its discretion, continue to provide child care services and will stop billing the School Board for child care services as of the date of receipt of such written notice.

i. Periodic meetings between Suwannee County School Board Teen Parent Program staff and SV4Cs Executive Director, or his/her designee, will be held to keep both parties updated on potential progress or problems.

9. SV4Cs agrees that it will save and hold School Board harmless from all cost, expenses for personal injury or death or property damage which may occur in the program by virtue of SV4Cs operation and supervision of the program.

10. If either the School Board or SV4Cs shall fail to perform, or shall breach any provisions of this Agreement, the School Board or SV4Cs may give notice to terminate this Agreement, or take such actions and pursue such remedies as provided by law. The prevailing party in any action for breach of this agreement shall be entitled to receive attorney's fees and costs incurred in such legal action.

11. This Agreement is made in the State of Florida and shall be governed by the laws of the State of Florida. All actions to enforce this agreement shall take place in a court of competent jurisdiction in Suwannee County, Florida.

12. Each party warrants and covenants to the other that the officers executing this Agreement have the authority to do so.

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

14. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2023-2024 academic year.

15. E-Verify – See EXHIBIT B.

In Witness Whereof, the parties hereto have set their hands and seals by their appropriate officers this 23rd day of May, 2023.

Suwannee Valley Community
Coordinated Child Care, Inc.

By: Michele Ward
Michele Ward
Executive Director
(386) 754-2233
mward@sv4cs.org

Witness: Jeannie Boston

School Board of Suwannee County,
Florida

By: Jerry Taylor
Jerry Taylor
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) 647-4636 michele.howard@suwannee.k12.fl.us
Nakia Dye Lead Family Support Specialist (386) 754-2222 x342 ndye@sv4cs.org	
Tasha Morgan Family Support Specialist (EHS) (386) 364-2915 tmorgan@sv4cs.org	
Misty Jones Family Support Specialist (EHS) (386) 364-2915 mjones@sv4cs.org	
Shiloh Birmingham-Carte Family Support Specialist (HS) (386) 364-4498 Sbirmingham@sv4cs.org	

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, LORIE NORRIS, RISK MANAGER, AT 386-647-4608, LORIE.NORRIS@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

EXHIBIT B

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

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

B. Subcontractors

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

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

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

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

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