SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
April 25, 2023

AGENDA

Call to Order –5:55 p.m.

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

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

Adjourn

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SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
April 25, 2023

AGENDA

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag by Suwannee Pineview Elementary

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. 6-25)**

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

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

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

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

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

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

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

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

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

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

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

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

   District Reassignment:

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

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

REGULAR AGENDA

1. The Superintendent recommends approval of additions and revisions to the Suwannee County School Board Policy Manual as follows: (Copies are available for review in the office of the Assistant Superintendent of Administration.)

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

2. The Superintendent recommends approval of the Suwannee County School District Career and Technical Education (CTE) Certification Procedural Manual *(Revised)* **(pgs. 98-110)**

3. The Superintendent recommends approval to award the following RFPs/bids for the 2023-2024 school year:

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

4. The Superintendent recommends approval of the following personnel items for the 2022-2023 school year:

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

5. The Superintendent recommends approval of an addendum to RFP 22-204, Roofing Construction and Repair Services for Federal Construction Projects, to ensure compliance with the Code of Federal Regulations. **(pgs. 119-126)**

6. Comments from Student Ambassadors

7. Legal Counsel's Report

8. Superintendent's Report

9. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
March 14, 2023

MINUTES

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

Administrators and others present: Jennifer Barrs, Amy Boggus, Tammy Boggus, Michael Braun, Bill Brothers, Jimmy Cherry (arrived at 9:08 a.m.), Leigh Fernald, Janene Fitzpatrick (arrived at 10:30 a.m.), Lisa Garbett, Ronnie Gray, Jillian Herron (arrived at 10:58 a.m.), Angel Hill, Malcolm Hines, Michele Howard, Elizabeth Johnston, Mary Keen, Dee Dee McManaway (arrived at 9:08 a.m.), Kecia Robinson, Angie Stuckey, T.J. Vickers, Misty Ward, Kelly Waters, Josh Williams, Kelli Williams (arrived at 10:51 a.m.), and Laura Williams.

Representatives from Acentria Public Risk Partners Corporation and Florida Blue arrived at approximately 10:58 p.m.

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

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

- Policy Updates **(pgs. 2-32)**
- Revised Form **(pg. 33)**

Mr. Hines reviewed the following policies:

#5.15	Administration of Medication (*Revised*) – work is continuing on portions of this policy.
#5.19	Student Records (*Revised*)
#5.60	Use of Bathrooms and Changing Facilities (*New*)
#6.321	Health Insurance Premiums (*Revised*) – Section I. G. on page 26 of the agenda packet indicates the changes needed in order to align with collective bargaining agreement language.

#7.40 Online Educational Services Agreements/Contracts (*Revised*) – the language "unless authorized," should be added at the end of Section 2.a on page 29 of the agenda packet, and all language after "purposes" under Section 3.c on page 30 of the agenda packet should be stricken.

Mr. Hines explained that proposed revisions to Form #7200-012, Objection to the Use of a Specific Material, includes instructional materials, library media, classroom library, periodicals, etc. He would like to place this revised form on the Board's agenda for March 28.

Mr. Hines distributed and reviewed a three-page handout regarding proposed changes to the Student Conduct and Discipline Code; these changes are a result of last Friday's committee meeting. He stated he will bring this matter to the Board for approval in April.

Assistant Superintendent of Instruction ..... Jennifer Barrs
Department Update

- Summer school schedule and positions **(pgs. 34-39)**

Mrs. Barrs stated the schedule is based on student attendance. There was discussion regarding food service during summer school.

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

Mrs. Keen reported on the following:

- School program information.
- Nursing Assistant Program graduation ceremony will take place on Thursday, March 16, at 6:00 p.m., at the First Advent Christian Church.
- Distributed and reviewed a handout that provides information on the new position of a full-time Workforce Education Instructor. The Board would like to evaluate the effectiveness of the new position in one year.

Superintendent Update ..... Ted Roush

Mr. Roush provided updates on the following:

- Distributed letters received from students inviting Board members to attend and participate in the upcoming Livestock Show and Sale at the Suwannee County Fair.

- Reminded Board members of the RTC Nursing Assistant Program graduation on Thursday night at the Advent Christian Church.
- Reminded Board members of the upcoming FSBA Panhandle Members Meeting in Chipley on April 20.
- Reminded Board members that the FSBA 36th Annual Day in the Legislature Meeting is later this week. Mr. daSilva advised that he has arranged an appointment for Board members to meet with Senator Simon at 10:30 a.m. on Thursday. Various bills that are a concern and need to be addressed with legislators were discussed.
- Distributed handouts regarding health benefits and medical plans, stating the Board will vote on the Superintendent's recommendation on these matters at the Special Meeting immediately following the Workshop. Mr. Roush discussed potential cost savings. He stated work will be ongoing with Palms Medical Group and Paydhealth relating to a cost savings for high-cost pharmaceuticals. At this time Mrs. Brown distributed informational handouts regarding the Employee Wellness Center and the upcoming employee health insurance meetings on March 27 and 28. She advised that Acentria Public Risk Partners Corporation will come to Board meetings, Fringe Benefits Committee meetings, etc. to keep the District informed and will work to provide ideas for cost savings in the future. Mr. Roush stated that another goal is working out an agreement with Palms Medical Group for lab draws.

In response to a question from Mr. White, Mr. Roush stated that the RFP relating to food service management finalizes this Thursday; the Board will receive and vote to accept or deny the committee's recommendation at the March 28 Board meeting.

The Workshop adjourned at 11:00

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
March 14, 2023

MINUTES

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

Chairman Taylor called the meeting to order at 11:09 a.m.

MOTION by Mr. Alcorn, second by Mr. Crawford, for approval to adopt the agenda, along with the following change: pull Item #1, and substitute it with the Agenda Addendum.

MOTION CARRIED UNANIMOUSLY

~~1. The Superintendent recommends approval to award the following Request for Proposals (RFP), based upon the receipt and review of the Fringe Benefits Committee:~~

~~#23-207 Employee Health Insurance Plans for the period May 1, 2023 – April 30, 2024 *(New)*~~

Action on the Agenda Addendum

#1. MOTION by Mr. Crawford, second by Mr. daSilva, for approval to award the following Requests for Proposals (RFP), based upon the receipt and review of the Fringe Benefits Committee: **(pg. A2)**

#23-206	Pharmacy Benefit Management Services (*New*)
#23-207	Stop Loss Insurance (*New*)
#23-208	Administrative Services Organization (*New*)

(NOTE: This item was previously discussed in the prior Workshop Session.) Mr. White made a point of clarification that quarterly updates be provided by Acentria Public Risk Partners Corporation. MOTION CARRIED UNANIMOUSLY

End of the Agenda Addendum

2. MOTION by Mr. White, second by Mr. Alcorn, for approval of employee health insurance plans for the period of May 1, 2023 – April 30, 2024, based upon the receipt and review of the Fringe Benefits Committee.

   MOTION CARRIED UNANIMOUSLY

3. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of the following expulsion cases:

   a. **Case #2223-21**: The Superintendent recommends expulsion of the student from the school bus through the remainder of the 2022-2023 school year. (*Final Action*)

   b. **Case #2223-28**: The Superintendent recommends expulsion of the student through the remainder of the 2022-2023 school year and all of the 2023-2024 school year. (*Final Action*)

   c. **Case #2223-30:** The Superintendent recommends expulsion of the student through the remainder of the 2022-2023 school year and all of the 2023-2024 school year. *(Final Action)*

   d. **Case #2223-31:** The Superintendent recommends expulsion of the student through the remainder of the 2022-2023 school year and all of the 2023-2024 school year. *(Final Action)*

   MOTION CARRIED UNANIMOUSLY

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

RECOMMENDATIONS FOR THE 2022-2023 SCHOOL YEAR:

TERMINATION:

Transportation:
Ashley Pano, Bus Driver, effective March 15, 2023

End of List
2022-2023
School Year

MOTION CARRIED UNANIMOUSLY

The meeting adjourned at 11:16 a.m.

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
March 28, 2023

MINUTES

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

School Resource Officer Berry Raulerson, UTSC President Eric Rodriguez, and Student Ambassador Jake Wooley were also present. Student Ambassador Cash Blalock was absent.

Chairman Taylor called the meeting to order at 6:02 p.m.

Student remarks and pledge to the flag by Suwannee Middle School Hope Ambassadors student organization

Special Recognition by the Superintendent

District Spelling Bee Winners

- Bradley Harrison (Suwannee Middle School, 7th grade) – First Place *(Unable to attend)*
- Kaydon Ratliff (Suwannee Pineview Elementary, 5th grade) – Runner Up *(Unable to attend)*

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.)

UTSC President Eric Rodriguez addressed the Board regarding Item #2 on the Regular Agenda, *The Superintendent recommends approval to award the following Request for Proposal (RFP), based upon the receipt and review of the Food Service Committee:*

#23-207 Food Service Management Company

Mr. Rodriguez urged non-privatization of the Food Service Department. He stated none of the surrounding counties are considering taking this action; it will be more difficult to find food service workers; it will hurt morale in all departments; and it could create a domino effect of privatization of other departments. Mr. Rodriguez stated the motive for the proposed action is not about food, but money. He urged the Board not to lower the number of jobs with benefits and pensions.

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

MOTION by Mr. daSilva, second by Mr. Crawford, for approval of the Consent Agenda. 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. 7-28)

February 1, 2023	- Emergency Meeting
February 14, 2023	- Workshop Session
	- Special Meeting
February 28, 2023	- Regular Meeting

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

3. The following bills for the period February 1-28, 2023:

General Checking Account		
General Fund 1000	$	680,178.84
LCI Fund 3200		278,551.02
Food Service Fund 4100		222,949.25
Federal Fund 4200		261,732.28
Other Cares Act Relief Fund 4420		24,491.89
ESSER II Fund 4430		2,779.19
ESSER III - ARP 4450		608,050.97
OTHER ARP ACT RELIEF 4460		6,809.80
Total	$	2,085,543.24

Payroll Checking Account	
General Fund 1000	$ 3,475,225.27
Food Service Fund 4100	139,367.88
Federal Fund 4200	360,456.28
Other Cares Act Relief Fund 4420	3,913.38
ESSER II Fund 4430	41,463.14
ESSER III - ARP 4450	83,596.58
OTHER ARP ACT RELIEF 4460	8,642.72
Total	$ 4,112,665.25
Total	$ 6,198,208.49

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

General	LCIF	Special Revenues
I-8	III-8	IV-4/ESSER III
		IV-7/Federal
		IV-6/Food Service
		IV-6/Other Cares

5. Approval of the following Controlled Open Enrollment transfers for the 2022-2023 school year. Parents will provide transportation.

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Harrison	Brown	BES	Live Oak	K

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Ryker	Burkett	Suwannee	Columbia	2

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

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Brylynn	Glass	BES	Live Oak	PK

7. Human Resources Transactions **(pgs. 29-32)**

RECOMMENDATIONS FOR THE 2022-2023 SCHOOL YEAR:

RETIREMENTS: INSTRUCTIONAL:

Branford High School:
Denise Stewart, Teacher, effective July 21, 2023
(Amended from the January 24, 2023 Board Agenda)

RECOMMENDATIONS: INSTRUCTIONAL:

Suwannee High School:
Merlin Leal, Teacher (Long Term Substitute) effective February 13, 2023
REPLACES: Joshua Jacobson

LEAVE OF ABSENCE: MATERNITY:

Branford Elementary School:
Jessica Nipper, Teacher, effective May 8, 2023 through May 30, 2023
(With the option to return sooner if released by her doctor)

Suwannee Riverside Elementary:
Rosa Davis, Teacher, effective March 27, 2023 through May 1, 2023
(With the option to return sooner if released by her doctor)

RETIREMENTS: NON-INSTRUCTIONAL:

Suwannee Springcrest Elementary:
Tina Colvin, Bookkeeper, effective September 9, 2023

Holly Setzer, Paraprofessional, effective October 31, 2023

RECOMMENDATIONS: NON-INSTRUCTIONAL:

Branford Elementary School:
Carla Hollinger, Paraprofessional, effective August 3, 2023
REPLACES: Debbie Yates

Branford High School:
Julia McCall, Paraprofessional, effective March 3, 2023
REPLACES: Kelly Tyler

Suwannee Middle School:
Susan Kirby, Food Service Monitor (Temporary), effective February 16, 2023
REPLACES: Cathy Reed

Suwannee Pineview Elementary:
Maria del Carmen Palomares, Food Service Worker, effective March 6, 2023
REPLACES: Mariah Shearer Pyle

Suwannee Riverside Elementary:
Hannah Wynn, Paraprofessional, effective February 22, 2023
REPLACES: Kaylee Baker

Suwannee Springcrest Elementary:
Danielle Christie, Student Care Attendant, effective February 21, 2022
REPLACES: New Position

RESIGNATIONS: NON-INSTRUCTIONAL:

Suwannee Middle School:
Marie Mace, Teacher, effective February 28, 2023

Transportation:
Damarius McQuay, Bus Driver, effective January 10, 2023

SUPPLEMENTARY:

Employee Name	Position	Location
Cedrick Booth	Boys' JV Head Basketball Coach	Suwannee High School
Olivia Bruening	SkillsUSA Advisor	RIVEROAK Technical College
Kevin Lewis	Girls' Varsity Assistant Basketball Coach	Suwannee High School
Doug Mabey	Boys' Varsity Assistant Soccer Coach	Suwannee High School
Brayden Mercer	SkillsUSA Advisor	RIVEROAK Technical College

MISCELLANEOUS:

District Wide:
Approval for the following to work in the After-School Reading Tutor Program:

Tiffany Cochran

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

Alexis Cannon Heather Corbin

SUBSTITUTES:

Approval for the following to serve as a Substitute Bus Attendants:

Margarette Barton Thomas Cramer

VOLUNTEERS:

SPE	Juan Cabrera	Classroom
BES	Tiffany Cochran	Field Trips
BES	Kinleigh Collins	Classroom
BHS	Ryan Combee	Field Trips
BES	Cynthia Dowling	Classroom, Field Trips
BHS/BES	Jason Floyd	Field Trips, Clubs
BHS/BES	Marcie Floyd	Classroom, Field Trips, Clubs
BES	Tamela Gebo	APT/Advisory, Classroom, Field Trips, Clubs
SSE	Kegan Grantham	Field Trips
BES	Alexus Harris	APT/Advisory, Classroom, Field Trips, Clubs
BES/BHS	Edward Harris	Field Trips
BES/BHS	Gracelynn Harris	Field Trips
BHS	Rosanna Holtzclaw	Field Trips
BHS	Timothy Horn	Field Trips
BES	Lacey Humphries	Classroom, Field Trips, Clubs
BES	Jacqueline Jerkins	APT/Advisory, Classroom, Field Trips
SPE	Taiwanna Jernigan	Classroom, Field Trips
BHS	David Jones	Field Trips
BHS/BES	Jessica Jones	Classroom, Field Trips
BES	Vera Knighton	APT/Advisory, Classroom, Field Trips
SPE	Heather Lang	Classroom
BES	Stephanie Lee	Classroom, Field Trips
BHS/BES	Chelsea Lynn	Field Trips
SPE	Amy Ontiveros	Classroom, Field Trips
SSE	Amber Peck	Field Trips
SPE	Enrique Perez	Classroom
SPE	Eva Perez	Classroom
BHS	Cheryl Porter	Classroom, Field Trips, Clubs
SPE	Selena Raymer	Classroom, Field Trips
BHS	Ulises Ricardo	Classroom, Clubs
SSE	Bonnie Robertson	Classroom, Field Trips
SPE	Maria Rosario	Classroom
BES	Marcus Shillito	Field Trips
BES	Angela Walker	Field Trips
BES	Abbie Watkins	Field Trips
BES	Jamie Watkins	Field Trips
SSE	Heather West	Field Trips
SPE	Angela Wheeler	Classroom, Field Trips
BES	Caitlin Wilson	Classroom, Field Trips

End of List
2022-2023
School Year

REGULAR AGENDA

1. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval to advertise additions and revisions to the Suwannee County Board Policy Manual as follows:

   #5.19 Student Records (*Revised*) **(pgs. 33-44)**
   ~~#5.60 Use of Bathrooms and Changing Facilities (*New*) (pg. 45-46)~~
   #6.321 Health Insurance Premiums (*Revised*) **(pgs. 47-48)**
   #7.40 Online Educational Services Agreements/Contracts (*New*) **(pgs. 49-55)**

   (Note: Mr. Hines requested that Policy #5.60 be pulled from consideration. He will bring it back for consideration at a later date.)

   MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. White, second by Mr. Alcorn, for approval to award the following Request for Proposal (RFP), based upon the receipt and review of the Food Service Committee:

   #23-207 Food Service Management Company

   Mr. Dietzen and Mr. Hines responded to questions from Mr. Crawford regarding placement of the contract as an Addendum item.

   MOTION CARRIED four to one; Mr. Crawford voted NO.

Action on the Agenda Addendum

#1. MOTION by Mr. White, second by Mr. daSilva, for approval of the following contract/agreement for the 2023-2024 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen)

   #2024-04 Food Service Agreement between the Suwannee County School Board and SODEXO America, LLC for the purpose of providing meal services and food service management programs **(pgs. A2-A68)**

Mr. White asked about an escape clause. Mr. Dietzen stated that the contract is for a one-year period and that Section 16.3 of the contract provides for termination by either party with 60-day written notification. Mr. White had a question regarding Exhibit E. Mr. Roush advised that Exhibit E shows the current staffing and that this would be reevaluated according to future staffing needs. Mr. White's question regarding Fixed Meal Price Calculations on page A55 were answered by Mr. Braun and Mr. Roush. Mr. White commented that some adjustments may be necessary.

Mr. daSilva had a question about a general overseer. Mr. Roush stated a District Coordinator or Director would be responsible to the District as the Food Service Authority. Mr. Gomez with Sodexo and Mr. Braun responded to a question regarding offer vs. serve program. Mr. Braun responded to Mr. daSilva's question regarding workers, stating workers will still be needed to take care of trash, cleaning tables, etc. Mr. Roush stated including Sodexo employees on the health insurance/Wellness Center is an issue to discuss and work through. Mr. daSilva's question regarding money-fixed meal price indication was answered by Mr. Braun. Mr. Braun stated this will allow the District to do what food service is supposed to be doing, which is taking government funding and providing what is best for students.

Mr. Crawford had a question regarding the five-year threshold for existing employees. Mr. Roush stated that employees who have been with the District for at least five years have the option to stay employed with the District or transfer to Sodexo. In response to other concerns from Mr. Crawford, Mr. Braun stated that, if the contract is approved, Sysco may or may not continue to provide food; there could be a new supplier who would provide food on a higher tier level than the District is currently on. He stated Sodexo is first tier, and the District is not. Mr. Gomez stated that Sodexo has a national contract with Sysco and that Sysco goes to the top customers in the tiered system first. Mr. Gomez stated Sodexo's percentage of substitutions and cancellations are 10-15%, as opposed to 30-40% for the District because of purchasing power. Mr. Crawford noted there are 39 employees in the Food Service Department with over five years of service who have the option of going to Sodexo. Mr. Roush confirmed and stated that for those employees who leave the District, the replacement would be a Sodexo employee; employees are given a one-time opportunity to make a move. Mr. Crawford asked what would happen if cafeteria equipment breaks down. Mr. Gomez stated this would be funded out of the repairs budget. Mr. Gomez gave an overview of bonuses for existing employees who elect to be hired by Sodexo. Mr. Crawford expressed concern

that there is no guarantee employees will be hired by the District if the contract with Sodexo is terminated. Mr. daSilva stated that in the event that happens, it would be a time to hire good employees back and weed out the bad ones.

Mr. Alcorn asked a question regarding menu substitutions. Mr. Braun explained that there are currently so few menu options, substitutions have not been a major issue; the District has not been able to order things it doesn't have access to.

Mr. Taylor questioned how the five years is calculated. Mr. Hines stated the five years will actually relate to years of service through the Florida Retirement System (FRS), not just five years in the Food Service Department for the SCSD. He stated plans are to have FRS representatives sit down with our employees who have been employed less than five years to discuss this issue.

Becky Kirby, Cafeteria Manager at Suwannee Pineview Elementary, asked what would happen to any employees who are hired by Sodexo if the contract is terminated. Mr. Hines advised that those employees could compete for vacancies; it would not result in an automatic re-hire by the District.

Mr. Taylor pointed out that Section 4.17 of the proposed contract guarantees a $200,000 fund balance to the School Food Authority. He stated this may enable the District to employ a person to provide preventive maintenance. Mr. Taylor commented that Sodexo has gone above and beyond in making the change beneficial for existing and future employees.

Mr. Braun stated that if the District enters into the contract with Sodexo, and employees convert to employment with Sodexo, he believes the problem could be employees seeking employment with Sodexo at another location other than Suwannee County. He stated he believes it will be harder to get them to leave the company. Mr. Braun stated he would not be supporting the contract if he did not think it was a great opportunity.

MOTION CARRIED four to one; Mr. Crawford voted NO.

End of the Agenda Addendum

3. MOTION by Mr. White, second by Mr. Alcorn, for approval of the following contract/agreement for the 2022-2023 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen)

#2023-110 Affiliation Agreement between the Suwannee County School Board, through RIVEROAK Technical College, and Trenton Medical Center, Inc., d/b/a Palms Medical Group for Pharmacy Technician and Practical Nursing Programs (*New*) **(pgs. 56-64)**

MOTION CARRIED UNANIMOUSLY

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

   a. Cancel existing card for Vickie DePratter, Chief Financial Officer, in the amount of $1,000 (Card #X0132)
   b. Issue a new card for William Brothers, Director of Human Resources, in the amount of $5,000
   c. Issue a new card for Angelia Stuckey, Director of School Choice, in the amount of $5,000
   d. Issue a new card for Carl Manna, Suwannee High School Principal, in the amount of $5,000

   MOTION CARRIED UNANIMOUSLY

5. MOTION by Mr. Crawford, second by Mr. White, for approval of the following personnel items for the 2023 summer school term:

   a. Ten (10) day laborers to work on summer projects under the direction of the Director of Facilities

b. The following summer school positions:

Program	Number of Employees/Position	Funding
3rd Grade Summer Reading Camp	10 – Teachers (BES-2; SPE-3; SRE-3; SSE-2	Federal Grant: 22B119 Intensive Afterschool & Weekend Academies
Pre-Kindergarten (VPK)	3 – Teachers (SPE-3)	VPK/ARP Funds
Extended Year Services (ESY) Services for ESE	3 – Teachers (BES-1; SPE-2) 3 – Paraprofessional (BES-1; SPE-2) 1 - Nurse (SPE-1) 2 - Bus Drivers 2 – Bus Attendants (*As needed for ESE travel throughout the district*)	IDEA Grant
Credit Recovery (Grades 8-11)	9 – Teachers (~~BES~~ BHS-2; SHS-7) 3 – Paraprofessionals (BHS-1; SHS-2) 2 – Deans (BHS-1; SHS-1)	Federal Grant: 23A238 ARP/ESSER Supplemental Programming
Driver's Education	3 - Teachers (BHS-1; SHS-2)	Federal Grant: 23A238 ARP/ESSER Supplemental Programming
Hope/PE	1 – Teacher (BHS)	Federal Grant: 23A238 ARP/ESSER Supplemental Programming
Virtual Instruction	12 – Teachers (SVS) – *As needed to complete courses already in progress*	Federal Grant: 23A238 ARP/ESSER Supplemental Programming

Program	Number of Employees/Position	Funding
21st CCLC	4 – Site Coordinators (BES-1; SPE-1; SRE-1; SSE-1) 12 – Paraprofessionals (BES-3; SPE-3; SRE-3; SSE-3)	21st CCLC Grant
Migrant (day location to be determined; evening at SSE)	1 – Coordinator 4 - Teachers 7 – Paraprofessionals 1 – Bus Driver	Title I Part C
Students in Transition	1 – Teacher 3 – Paraprofessionals 1 – Bus Driver	ARP-HCY (American Rescue Plan-Homeless Children and Youth)

NOTE: Positions will be based on daily student enrollment

It was noted that the District will be working with Sodexo for supplying meals associated with the summer term. MOTION CARRIED UNANIMOUSLY

6. MOTION by Mr. daSilva, second by Mr. White, for approval of the following forms:

#7200-012	Objection to the Use of a Specific Material (*Revised*) **(pg. 65)**
#7200-141	Controlled Open Enrollment Application (*Revised*) **(pg. 66)**

MOTION CARRIED UNANIMOUSLY

7. Comments from Student Ambassadors

Student Ambassador Jake Wooley updated the Board on the status of student organization accomplishments, events, and athletic competitions at Suwannee High School.

8. Legal Counsel's Report

Mr. Dietzen provided updates on the following:

- Tort reform by the legislature.
- The Interlocal Agreement with the Board of County Commissioners will be on the agenda for the upcoming April 11 Special Meeting. The District will

pay for half of the costs. A joint workshop will most likely be held to consider maps/populations.

9. Superintendent's Report

- Mr. Roush provided updates on the following:
- Thanked the Board for its confidence and vote on the food service issue. He stated that in a conversation with staff in Santa Rosa County, he was told there were numerous stories of how Sodexo has gone above and beyond to serve students. He further stated Sodexo has only lost one contract in the past 30 years. He is looking forward to a great future and hopes to grow the number of kids in need of good nutrition. He thanked Ron Gomez of Sodexo for his participation and willingness.
- There have been internal discussions regarding school safety matters; a debriefing is coming. The District continues to monitor and improve school safety and to implement the guardian programs.
- The EOY calendar was published today; encouraged Board to begin looking at events and monitor for updates.
- Notification has been received that SHS Coach Dan Marsee was nominated as one of eight top coaches, nationally. He encouraged Board members to offer their congratulations.
- There will be a celebration honoring RTC retirees on Monday, April 17.
- Informational health insurance meetings are being held this week, and open enrollment begins tomorrow. Last year 250-300 employees attended the informational meetings, and over 600 attended this week. He will keep the Board posted. Mr. daSilva asked how many employees currently have health insurance. Mr. Roush stated there are currently 521, including retirees, and that his hope is that 600 will be enrolled under the new insurance plan. Mr. White shared that he recently visited the Employee Wellness Center with a medical issue and had a good experience.

10. Issues and concerns Board members may wish to discuss

- Mr. White spoke on the following:
  - Thanked Sodexo for coming back to the table. He would like to see them present a quarterly report to the Board. He stated he hopes that the quality of the food will reduce the amount of food being thrown away. Mr. White thanked the Superintendent and Mr. Hines for efforts associated with the food service issue.

- In response to Mr. White's question regarding purchase of the Branford Woman's Club property, Mr. Roush stated it has been frustrating, but at this time the issue is that they are waiting on one of the heirs to sign.

- Mr. daSilva spoke on the following:
  - Expressed appreciation that Sodexo came back to the table; looking forward to the positives this move will bring. He commented that SCSD has been a trailblazer and that it is encouraging that Santa Rosa County has been pleased with Sodexo.
  - Hopes that the topic of Sodexo staff using the Employee Wellness Center can be discussed at the June workshop.
  - Last week's FSBA 36th Annual Day in the Legislature was positive; our representatives are pushing for funding of our RTC training building.
  - Thanked staff for their hard work and dedication.

- Mr. Crawford spoke on the following:
  - Applauded Ms. Keen for supporting funding of a new RTC training building, alongside Board members, at the recent FSBA 36th Annual Day in the Legislature.
  - Clarified that he is not against Sodexo, but was not convinced privatization is the answer; believes all will be well with food service; bottom line is the kids.

- Mr. Alcorn commented positively on the Employee Wellness Center and new health insurance for employees.

- Mr. Taylor spoke on the following:
  - The SHS Girls Weightlifting Team recently brought home top honors.
  - He was privy to a call Mr. Roush received recently from the State Superintendent's office inquiring about the District's Guardian Program. He stated this speaks highly of the leadership of the Superintendent and Assistant Superintendent.
  - Thanked the SCSD employees and all they do to touch the lives of kids.
  - Longtime educator Willene LeFevre passed away; advised of the date and time of the arrangements.

The meeting adjourned at 7:50 p.m.

2022-2023 APRIL SURPLUS ITEMS

PROPERTY RECORD #	ITEM DESCRIPTION	ORIGINAL PURCHASE PRICE	ORIGINAL PURCHASE DATE	COST CENTER	REQUESTED DISPOSITION
99000285	BUS	$ 53,610.00	4/22/1999	TRANSPORTATION	SURPLUS
99000287	BUS	$ 53,610.00	4/22/1999	TRANSPORTATION	SURPLUS
99000288	BUS	$ 53,610.00	4/22/1999	TRANSPORTATION	SURPLUS
99001126	BUS	$ 56,362.00	2/14/1996	TRANSPORTATION	SURPLUS
99001193	AIR COMPRESSOR	$ 1,447.00	1/27/1989	TRANSPORTATION	SURPLUS
99002100	DESK	$ 900.00	5/22/2000	RIVEROAK TECHNICAL COLLEGE	SURPLUS
99002634	BUS, TYPE C	$ 71,185.00	3/20/2003	TRANSPORTATION	SURPLUS
99003966	BUS	$ 74,365.00	3/25/2004	TRANSPORTATION	SURPLUS
99004542	BUS	$ 69,390.00	8/2/2001	TRANSPORTATION	SURPLUS
99004545	BUS	$ 69,390.00	8/2/2001	TRANSPORTATION	SURPLUS
99004585	TRUCK, PICKUP	$ 15,055.50	11/16/2001	FACILITIES	SURPLUS
99004794	CAR	$ 22,440.00	6/30/2004	STUDENT SERVICES	SURPLUS
99004877	VISION SCREENING MACHINE	$ 3,990.00	11/22/2004	SPRINGCREST ELEMENTARY	SURPLUS
99004965	BUS	$ 75,048.00	3/4/2005	TRANSPORTATION	SURPLUS
99004966	BUS	$ 75,048.00	3/4/2005	TRANSPORTATION	SURPLUS
99004967	BUS	$ 75,048.00	3/4/2005	TRANSPORTATION	SURPLUS
99005272	CAR	$ 25,241.00	8/25/2005	STUDENT SERVICES	SURPLUS
99005568	SCRUBBER, FLOOR	$ 6,342.70	8/1/2006	BRANFORD ELEMENTARY	JUNKED
99006466	WET/DRY VACUUM	$ 895.00	8/7/2008	BRANFORD ELEMENTARY	JUNKED
99006682	VISION SCREENING MACHINE	$ 4,293.46	4/24/2009	SUWANNEE HIGH SCHOOL	SURPLUS
99006909	CAMERA, DVR FOR SCHOOL BUS	$ 1,075.00	8/13/2009	TRANSPORTATION	SURPLUS
99006911	CAMERA, DVR FOR SCHOOL BUS	$ 1,075.00	8/13/2009	TRANSPORTATION	SURPLUS
99006912	CAMERA, DVR FOR SCHOOL BUS	$ 1,075.00	8/13/2009	TRANSPORTATION	SURPLUS
99006914	CAMERA, DVR FOR SCHOOL BUS	$ 1,075.00	8/13/2009	TRANSPORTATION	SURPLUS
99006916	CAMERA, DVR FOR SCHOOL BUS	$ 1,075.00	8/13/2009	TRANSPORTATION	SURPLUS
99007114	CAMERA, DVR FOR SCHOOL BUS	$ 975.00	5/12/2010	TRANSPORTATION	SURPLUS
99007116	CAMERA, DVR FOR SCHOOL BUS	$ 975.00	5/12/2010	TRANSPORTATION	SURPLUS
99007153	CAMERA, DVR FOR SCHOOL BUS	$ 975.00	5/12/2010	TRANSPORTATION	SURPLUS
99007159	CAMERA, DVR FOR SCHOOL BUS	$ 975.00	5/12/2010	TRANSPORTATION	SURPLUS
99007169	CAMERA, DVR FOR SCHOOL BUS	$ 975.00	5/12/2010	TRANSPORTATION	SURPLUS

2022-2023 APRIL SURPLUS ITEMS

PROPERTY RECORD #	ITEM DESCRIPTION	ORIGINAL PURCHASE PRICE	ORIGINAL PURCHASE DATE	COST CENTER	REQUESTED DISPOSITION
99007179	CAMERA, DVR FOR SCHOOL BUS	$ 975.00	5/12/2010	TRANSPORTATION	SURPLUS
99007181	TRUCK, EXPEDITION	$ 28,938.00	8/5/2010	STUDENT SERVICES	SURPLUS
99007421	TRUCK, PICKUP	$ 19,532.00	3/23/2011	FACILITIES	SURPLUS
99007461	CAR	$ 7,500.00	3/4/2011	STUDENT SERVICES	SURPLUS
99007613	CAMERA, DVR FOR SCHOOL BUS	$ 942.00	10/13/2011	TRANSPORTATION	SURPLUS
99008199	CAR	$ 2,580.00	12/20/2016	TRANSPORTATION	SURPLUS
99009450	AIR COMPRESSOR	$ 3,191.52	5/4/2021	RIVEROAK TECHNICAL COLLEGE	JUNKED
		$ 881,179.18			

Requested By:

ETHAN BUTTS
DIRECTOR OF PROPERTY RECORDS

4/25/2023
DATE

APPROVED BY:

SUPERINTENDENT

BOARD CHAIRMAN

AFFILIATION AGREEMENT
FOR
INTERNING TEACHING PROFESSIONALS

THIS AFFILATION AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into by and between FLORIDA GATEWAY COLLEGE (hereinafter referred to as "FGC"), a political subdivision of the State of Florida, whose address is 149 SE College Place, Lake City, Florida, 32025, and Suwannee County School Board (hereinafter referred to as "SCHOOL BOARD") whose address is 1740 Ohio Avenue South, Live Oak, Florida 32064. FGC and SCHOOL BOARD are hereinafter collectively referred to as "PARTY" or "PARTIES."

WITNESSETH

WHEREAS, FGC offers to enrolled students a degree program in the field(s) of Early Childhood AS, Early Childhood BS, Elementary Education BS, and Educator Preparation Institute; and

WHEREAS, SCHOOL BOARD and FGC recognize the value and importance to the teaching profession, college teacher education programs and other professional programs, and desire that the public interest be served by ensuring a continuing source of competent and well-trained teaching professionals; and

WHEREAS, FGC desires its students pursuing teacher education programs and other similar professional programs to obtain teaching experience at a public school of SCHOOL BOARD; and

WHEREAS, SCHOOL BOARD desires to provide the necessary facilities for said teaching experience in recognition of the need to educate teaching personnel, under the terms and conditions set forth hereunder in this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the PARTIES hereby agree as follows:

1. PURPOSE

1.1. The purpose of this AGREEMENT is to provide educational experiences for selected FGC students (hereinafter referred to as "INTERNS"), which includes all INTERNS seeking field experiences under this AGREEMENT. INTERNS shall include and be defined and construed as hereinafter set forth:

1.1.1. *Pre-Internship*: Any field experience completed prior to the beginning of the internship semester.

1.1.2. *Internship*: The semester during which the FGC student completes FGC's professional education program in SCHOOL BOARD under the guidance of a fully certified professional, which takes place at SCHOOL BOARD and in which SCHOOL BOARD will participate.

1.2. Field experiences may include the activities listed and defined hereunder:

1.2.1. *Observation*: INTERNS observe the classroom activities and does not interact with students.

1.2.2. *Tutoring*: INTERNS provide one-on-one instruction with SCHOOL BOARD students.

1.2.3. *Classroom Assistant*: INTERNS serve as an aide to SCHOOL BOARD teacher and/or assists SCHOOL BOARD teacher with instruction.

1.2.4. *Small Group Instruction*: INTERNS provide instruction to a subgroup of SCHOOL BOARD class.

1.2.5. *Whole Class Instruction*: INTERNS provide instruction for the entire SCHOOL BOARD class.

1.2.6. *Other*: Other field experiences acceptable to both PARTIES.

1.3. The term "SCHOOL" shall refer to SCHOOL BOARD programs, services, or individual educational facility locations headed by a Principal or other Program Administrator.

2. OBLIGATIONS OF THE FGC

2.1. FGC shall offer educational programs accredited by appropriate organizations; and will determine standards of education, hours of instruction, learning experiences, administration, matriculation, promotion, and graduation.

2.2. FGC shall keep all records and reports on INTERN experiences in accordance with FGC policy and regulatory requirements.

2.3. FGC shall plan with SCHOOL BOARD administration, in advance, its schedule of INTERN assignments to the designated areas, including dates and numbers of INTERNS.

2.4. FGC agrees to inform INTERNS that INTERNS shall be responsible for following the rules and regulations of SCHOOL BOARD, including recognition of the confidential nature of information regarding pupils and their records.

2.5. FGC agrees to assume responsibility for the overall educational experience and grades of the INTERNS with consideration given to the Cooperating Teacher's assessment and overall evaluation of the INTERN.

2.6. FGC shall verify to SCHOOL BOARD staff that each INTERN has completed the required academic preparation prior to tentative and final placement.

2.7. FGC staff will be responsible for the coordination and implementation of the Clinical Education Program.

2.8. FGC will assign a Supervisor who will collaborate with the Cooperating Teacher and will make periodic assessment of INTERNS' progress as required.

2.8.1. For purposes of this AGREEMENT, the term "Cooperating Teacher" shall be defined as the district school educator who has a valid professional certificate, three years of teaching experience in prekindergarten through grade 12, earned an effective or highly effective rating on the prior year's performance evaluation and completed clinical educator training, and has been assigned to supervise INTERNS, working daily to assist in developing the professional growth of INTERNS through demonstration of the instruction in teaching skills and attitudes, and working cooperatively with FGC Supervisor and /or Area Coordinator in continuing evaluation of the INTERNS.

2.9. INTERNS shall not be considered as employees or agents of FGC.

2.10. FGC shall arrange meetings with appropriate SCHOOL BOARD staff to review and evaluate the progress of internships, if needed, consistent with SCHOOL BOARD staff availability. These meetings can be used for coordination and conflict resolution.

2.11. FGC and its INTERNS shall obtain individual written approval before beginning any of the activities referred to in Section I of this AGREEMENT. Such approvals shall be in writing and approved by both PARTIES, and shall contain the signatures of all required PARTIES. FGC and SCHOOL BOARD shall use a procedure for placement of INTERNS that is agreed upon by the SCHOOL BOARD Superintendent and FGC President, or their respective representatives.

3. OBLIGATIONS OF THE SCHOOL BOARD

3.1. SCHOOL BOARD shall maintain sole responsibility for the instruction, education, and welfare of its pupils. SCHOOL BOARD shall be responsible for providing adequate staffing necessary to maintain the highest level of quality education for its pupils and appropriate INTERNS and FGC staff orientations.

3.2. SCHOOL BOARD agrees INTERNS assigned to it for field experiences are under the supervision, control, and responsibility of SCHOOL BOARD.

3.3. SCHOOL BOARD shall determine the work location and assignment of INTERNS in collaboration with FGC. Every effort shall be made to develop long-term working relationships between teacher education programs and individual SCHOOLS in order to provide a variety of continuous and coordinated field experiences, consistent with Florida Statutes 1004.04. These relationships may be articulated in written plans and attached to this AGREEMENT hereunder as addenda with the approval of PARTIES.

3.4. In consideration of the FGC's responsibility for the care and safety of its pupils, SCHOOL BOARD shall retain the right, in its sole discretion, to refuse or discontinue its facilities and services to any INTERN or FGC staff and to remove an INTERN or FGC staff who does not continuously meet the FGC's professional or other requirements or the requirements of any appropriate authority controlling and directing SCHOOL BOARD facilities and services. INTERNS shall be instructed by FGC to promptly and without protest leave an area whenever they are requested to do so by an authorized SCHOOL BOARD representative. In the event of a threat to pupil safety, which shall be determined by SCHOOL BOARD in its sole discretion, SCHOOL shall have the right to terminate the INTERN placement action immediately and shall both verbally and in writing notify FGC and the INTERN as soon thereafter as is practicable.

3.5. SCHOOL BOARD shall provide qualified Cooperating Teachers for INTERNS. Cooperating Teachers shall be resource persons for INTERNS and FGC staff. Cooperating Teachers selected by SCHOOL BOARD will:

3.5.1. Assist in orienting INTERNS to the SCHOOL, the classroom, and the pupils;

3.5.2. Explain all SCHOOL BOARD district policies, rules, and regulations to INTERNS;

3.5.3. Provide prompt and substantive feedback to INTERNS regarding all performance activities and interactions with SCHOOL BOARD personnel, pupils, and parents;

3.5.4. Complete evaluations of INTERNS' progress and submit them to FGC Supervisor, after review with the applicable INTERN;

3.5.5. Immediately inform FGC Supervisor of any concerns regarding an INTERN;

3.5.6. Shall establish a time to regularly meet and discuss with INTERNS their activities, impressions, reflections, and suggestions for goals and areas of improvement;

3.5.7. Supervise INTERNS on a daily basis – if the Cooperating Teacher is absent from the SCHOOL for any reason, a SCHOOL approved substitute shall be assigned to the classroom. Under no circumstances shall an INTERN, even if he/she is certified, serve as the substitute of record during the student teaching experience unless a separate agreement has been negotiated in writing by SCHOOL BOARD and FGC.

3.6. SCHOOL BOARD shall provide to FGC and INTERNS the policies and procedures and other relevant materials necessary to allow INTERNS and FGC personnel to function appropriately within the SCHOOL.

3.7. INTERNS assigned to SCHOOL BOARD shall follow the SCHOOL's protocols for health and safety.

3.8. INTERNS shall be under the direct supervision of the Cooperating Teacher during internship responsibilities. A co-teaching model will be implemented during the internship. Co-teaching is defined as: organizing classroom instruction to reduce the student-adult ratio and/or take advantage of two teachers' expertise, skills and knowledge while maintaining continuous student progress. The solo teaching time, of no less than twelve weeks as required by the State of Florida and the Florida Department of Education, will still be implemented but under the close supervision and direction of the Cooperating Teacher who will assure that student, progress is maintained.

3.9. SCHOOL BOARD shall permit INTERNS access to the library facilities/curriculum laboratories available to their personnel. INTERNS may not remove materials from SCHOOL BOARD without appropriate approval.

3.10. SCHOOL BOARD shall keep confidential and shall not disclose to any person or entity (a) INTERN applications; (b) INTERN health records or reports; and/or (c) any INTERN records as defined in the Family Educational Rights and Privacy Act (FERPA), concerning any INTERN participating in the educational experiences provided by SCHOOL, unless such disclosure is necessary to meet the requirements of this AGREEMENT, is authorized by the INTERN or is ordered by a court of competent jurisdiction. SCHOOL BOARD shall adopt and enforce policies and procedures necessary to protect the confidentiality of the INTERN records as defined herein or as otherwise required by law.

3.11. INTERNS shall not be considered employees or agents of SCHOOL unless such time as SCHOOL BOARD should choose to employ INTERN as an employee of SCHOOL BOARD.

3.12. INTERNS shall undergo a background screening pursuant to Florida Statutes 1012.32 and 1012.56, and applicable SCHOOL BOARD policies and procedures.

4. AGREEMENT TERM

4.1. TERM

This AGREEMENT shall begin on July 1, 2023 or upon full execution, whichever is later, and shall end at 11:59 P.M. on June 30, 2026. In the event the PARTIES sign this AGREEMENT on different dates, the latter date shall be the effective date. Unless sooner terminated as provided in Section 5 of this AGREEMENT, the term of this AGREEMENT shall be for three (3) years.

4.2. MODIFICATIONS

Modifications or amendments to the provisions of this AGREEMENT shall only be valid when they have been reduced to writing and duly signed by all parties observing all the formalities of the original AGREEMENT, with the exception of FGC and SCHOOL BOARD contacts identified in Section 6.1, of this AGREEMENT. Changes to the contacts will be provided to the other party in writing and a copy of the written notification shall be maintained in the official AGREEMENT file.

5. TERMINATION

5.1. NOTICE OF TERMINATION

All termination notices shall be in writing and shall be deemed given if delivered personally, emailed (read receipt requested), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the parties at the addresses hereunder in Section 6.1, of this AGREEMENT (or at such other address for a party as shall be specified by like notice).

5.2. TERMINATION WITHOUT CAUSE

Either PARTY may terminate this AGREEMENT for convenience, in whole or in part, without cause, for its own convenience, and without additional cost to the other PARTY, by giving no less than sixty (60) calendar day's written notice, unless both PARTIES mutually agree in writing to a different notice period. Each PARTY shall be operating in a state of compliance with the terms and conditions of the AGREEMENT at the time the notice is issued and shall remain compliant for the duration of the performance period.

5.3. TERMINATION FOR CAUSE

Either PARTY may terminate this AGREEMENT, in whole or in part, for default, pursuant to the provisions of Rule 60A-1.006(3), Florida Administrative Code, as amended, upon written notice to the other PARTY. If applicable, the PARTIES may employ the default provisions in Rule 60A-1.006(3) and (4), Florida Administrative Code, as amended. Waiver or breach of any provisions of this AGREEMENT shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this AGREEMENT. The provisions herein do not limit either PARTY'S right to remedies at law or to damages (including, but not limited to, re-procurement cost, and attorney fees).

6. NOTICE

All notices hereunder by either party shall be in writing and shall be deemed given if delivered personally, emailed (read receipt requested), by certified or registered mail (returned receipt requested), or by overnight courier, and shall be deemed to have been duly given when delivered personally, when deposited and postmarked by the United States mail (postage pre-paid), or the effective date of the read receipt when Emailed.

6.1. POINTS OF CONTACT

The following are the POINTS OF CONTACT for the respective parties. All matters shall be directed to the SERVICES for action or disposition. All notices shall be delivered to the parties at the following addresses:

SUWANNEE COUNTY SCHOOL BOARD	FLORIDA GATEWAY COLLEGE
Name: Superintendent	Name: Director, Procurement & Contracts

Address: 1740 Ohio Avenue South	**Address:** 149 SE College Place
City, State Zip: Live Oak, FL 32064	**City, State Zip:** Lake City, FL 32025
Phone: (386) 647-4600	**Phone:** (386) 754-4381
Fax: (386) 364-2635	Fax: (386) 754-4594
Email: superintendent@suwannee.k12.fl.us	**Email:** purchasing@fgc.edu

7. GENERAL TERMS & CONDITIONS

7.1. INSURANCE

7.1.1. FGC is a member of the Florida College System Risk Management Consortium (hereinafter referred to as "FCSCRMC"). The FCSRMC provides FGC and each of the FCSCRMC "Program Participants" with the following types of insurance listed below during the entire period of this AGREEMENT and shall submit proof of maintenance prior to program participation and annually thereafter.

7.1.2. Commercial General Liability coverage in the amount of $200,000.00 per occurrence and $300,000.00 annual policy aggregate.

7.1.3. Student Professional Liability coverage in the amount of $2,000,000.00 per occurrence and $5,000,000.00 annual policy aggregate.

7.1.4. INTERNS shall be afforded the protection of law as specified in Florida Statutes 1012.39(3). FGC will provide Workers Compensation Insurance for FGC employees who oversee the internship process.

7.1.5. For all insurance required in the aforementioned paragraph 7.1.2 & 7.1.3 FGC shall notify SCHOOL BOARD at least thirty (30) days in advance of any cancellation or modification of such insurance policy and shall provide to SCHOOL BOARD, upon request, proof of insurance evidencing the above coverage and renewals thereof.

7.1.6. FGC agrees that INTERNS shall assume personal responsibility for their own medical care and hospitalization.

7.1.7. To the extent allowed under state law, neither SCHOOL BOARD nor FGC is required to provide workers' compensation coverage for the INTERNS participating in the educational experience.

7.2. VENUE

7.2.1. The sole and exclusive venue and jurisdiction for any proceedings, legal or equitable, under this agreement, shall be in a court of competent jurisdiction in Suwannee County, Florida.

7.2.2. This AGREEMENT is governed by and shall be, construed according to the Laws of the State of Florida. Venue for any litigation arising out of or in connection with this AGREEMENT shall be in a court of law located in Suwannee County, Florida.

7.3. ASSIGNMENT

SCHOOL BOARD shall not assign responsibility of this AGREEMENT to another party, subcontract for any of the work contemplated under this AGREEMENT, or transfer services to another location without the prior written approval of FGC. Approval by FGC of assignments or subcontracts shall not be deemed in any event to provide for FGC incurring any additional obligations under this

AGREEMENT, nor relieve SCHOOL BOARD of the requirements of this AGREEMENT. FGC may monitor the terms and conditions of the assignment or subcontract to ensure compliance. SCHOOL BOARD shall ensure contracts with its subcontractors contain the terms and conditions of this AGREEMENT and shall be responsible for monitoring subcontractor compliance and performance in both programmatic and administrative areas. FGC'S review of subcontractor AGREEMENT(s) associated with this AGREEMENT does not relieve SCHOOL BOARD of the responsibility to manage the subcontractor; demonstrate the value added and reasonableness of subcontractor pricing; and meet all contractual obligations.

7.4. RELATIONSHIP OF PARTIES

7.4.1. PARTIES are independent and will have no right to assume or create any obligational responsibility on behalf of the other PARTY. Neither PARTY shall hold itself out as an agent of the other PARTY.

7.4.2. This AGREEMENT will not be construed to create or imply any relationship of agent, partnership, servant, employee, agency, joint venture or other formal business entity of any kind between PARTIES and their employees, INTERNS, or agents, but rather is an agreement by and between the two independent contractors. SCHOOL BOARD and its employees shall not be entitled to compensation from FGC for services or actions of benefit to FGC which are part of or related to this educational program

7.4.3. Each INTERN is placed with SCHOOL BOARD in order to receive educational experience as part of the academic curriculum; duties performed by an INTERN are not performed as an employee of SCHOOL BOARD but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by SCHOOL BOARD personnel.

7.4.4. Neither PARTY shall have the power or authority to bind the other in any promise, agreement nor representation other than as specifically provided for in this AGREEMENT.

7.4.5. FGC acknowledges that nothing in this AGREEMENT shall be construed to confer any right upon FGC or FGC personnel to participate in, control, or direct operations at SCHOOL. PARTIES shall carry all necessary and appropriate insurance for itself, its employees and agents.

7.5. WAIVER

No delay or failure by either PARTY to exercise any right or remedy under this AGREEMENT will constitute a waiver of such right or remedy. All waivers must be in writing and signed by an authorized representative of the PARTY waiving its rights. A waiver by any PARTY of any breach or covenant shall not be construed as a waiver of any succeeding breach or any other covenant.

7.6. PROPRIETARY MARKS

7.6.1. FGC acknowledges that the names, logos, service marks, trademarks, trade dress, trade names, and patents, whether or not registered, now or hereafter owned by or licensed to SCHOOL BOARD or its affiliated and parent companies (hereinafter referred to as the "MARKS") are proprietary MARKS of SCHOOL BOARD, and FGC will not use the MARKS for any purpose except as expressly permitted in writing by SCHOOL BOARD. Upon termination of this AGREEMENT, FGC shall:

i. Immediately and permanently discontinue the use and display of any MARKS, (hereinafter referred to as the "DE-IMAGE"), and
ii. Immediately remove and deliver to SCHOOL BOARD all goods bearing any MARKS. If FGC shall fail to DE-IMAGE the PREMISES within thirty (30) calendar days of the termination date of this AGREEMENT, then SCHOOL BOARD and its agents shall have the right to enter PREMISES and DE-IMAGE PREMISES, without prejudice to SCHOOL BOARD's other rights and remedies.

7.6.2 Both PARTIES shall comply with the requirements for Registration and Protection of Trademarks pursuant to Chapter 495, Florida Statute, as amended. Failure to comply with the Registration and Protection of Trademarks requirements may result in termination of this AGREEMENT by the PARTY not out of compliance.

7.7. ORDER OF PRECEDENCE

7.7.1. In the event of a conflict, ambiguity or inconsistency among this AGREEMENT and any attachments and exhibits named herein that are attached hereto and incorporated by reference, such conflict will be resolved by applying the following order of precedence:

i. AGREEMENT document including any attachments, exhibits, and amendments;
ii. The Request for Proposals, Invitations to Bid, Invitations to Negotiate, exhibits, and appendices, including any addenda;
iii. Applicable Florida Statutes and Florida Administrative Code;
iv. FGC policy and manuals; and
v. SCHOOL BOARD's proposal bid or reply as incorporated by reference.

7.8. RIGHTS, POWERS, AND REMEDIES

No delay or failure to exercise any right, power or remedy accruing to either PARTY upon breach or default by either PARTY under this AGREEMENT, shall impair any such right, power or remedy of either PARTY; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

7.9. THIRD PARTY RIGHTS

This AGREEMENT is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of PARTIES hereto.

7.10. LEGAL AND POLICY COMPLIANCE

7.10.1. The PARTIES shall comply with all local, state, and federal laws, rules, regulations and codes whenever work is performed under this AGREEMENT. SCHOOL BOARD shall also comply with and FGC will monitor and evaluate the services provided under this AGREEMENT in accordance with all FGC policies, and procedures that are in effect on the date that this AGREEMENT is fully executed.

7.10.2. SCHOOL BOARD is not responsible for complying with subsequent changes to FGC policies or procedure that may affect the services provided under this AGREEMENT unless FGC and SCHOOL BOARD negotiate otherwise. Such negotiation shall be reduced to writing through an amendment that is mutually agreed upon by both PARTIES. However, FGC cannot waive SCHOOL BOARD's compliance to subsequent changes to any local, state, and federal laws, rules, regulations or codes.

7.10.3. SCHOOL BOARD shall obtain any licenses and permits required for services performed under this AGREEMENT and maintain such licenses and permits for the duration of this AGREEMENT.

7.10.4. Any and all waivers of FGC policies, procedures, or manuals shall be reduced to writing and shall be maintained in the AGREEMENT file.

7.11. FORCE MAJEURE

Neither PARTY shall be liable for loss or damage suffered as a result of any delay or failure in performance under this AGREEMENT or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, hurricanes, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes. However, acts of God, accidents, fire, explosions, earthquakes, floods, water, hurricanes, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes do not relieve SCHOOL BOARD from its responsibility under this AGREEMENT.

7.12. SUSPENSION OF WORK

The PARTIES may suspend any or all activities under this AGREEMENT, at any time, when in the interests of the party seeking to suspend to do so. The party suspending the AGREEMENT shall provide the other party written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, or a declaration of emergency. After receiving a suspension notice, the party receiving the notice shall immediately comply with the notice. Within ninety (90) days, or any longer period agreed to by the party receiving the notice, the party suspending the AGREEMENT shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the AGREEMENT. Neither party will receive compensation during the suspension period for the services that are under suspension.

7.13. DISPUTE RESOLUTION

Any dispute concerning compliance and/or performance of this AGREEMENT shall be decided by FGC's designated POINT OF CONTACT, who shall reduce the decision to writing and serve a copy to SCHOOL BOARD. Any dispute that cannot be resolved shall be reduced to writing and delivered to FGC's Vice President of Business Services or designee of the relevant program area for resolution.

7.14. SERVABILITY

If a court deems any provision of this AGREEMENT void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

7.15. RESOLUTION OF CONFLICT

7.15.1. PARTIES agree to periodically review and discuss the operation of this AGREEMENT to ensure that each PARTY's objectives hereunder are being satisfied. PARTIES shall confer as otherwise necessary to the administration of this AGREEMENT.

7.15.2. In cases of conflict between an INTERN and a Cooperating Teacher that cannot be resolved, an appeal shall be made to FGC Supervisor. If resolution is not achieved, an appeal shall be made to SCHOOL Principal or designee. If resolution is not achieved, an appeal shall be made to FGC and SCHOOL BOARD liaisons. Final resolution of conflicts, if necessary, shall be made by SCHOOL BOARD Superintendent in consultation with FGC's President.

7.16. CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

SCHOOL BOARD, by execution of this AGREEMENT, certifies that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in contracting with FGC by any federal department or agency, pursuant to 34 CFR, Part 85, Section 8S.510. SCHOOL BOARD shall notify FGC if, at any time during this AGREEMENT, it or its principals are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in contracting with FGC by any federal department or agency. The list of excluded entities is available at http://www.epls.gov/.

7.17. DISCRIMINATION

PARTIES agree that neither SCHOOL BOARD nor FGC shall on the basis of gender, marital status, race, religion, national origin, age, or disability pursuant to law as set forth in the Americans with Disabilities Act (ADA), be denied employment, receipt of services, access to or participation in school activities or programs if qualified to receive such services, or otherwise be discriminated against or placed in a hostile environment in any educational program or activity including those receiving Federal financial assistance, except as provided by law.

8. SCREENING AND MONITORING

8.1. BACKGROUND SCREENING

8.1.1. SCHOOL BOARD may require that each INTERN be fingerprinted in accordance with Florida law and SCHOOL BOARD policies and procedures, and that results of background screens be known to SCHOOL BOARD prior to placement of INTERN in a district SCHOOL; pursuant to Florida law, no INTERN who fails to meet district criteria for criminal background check or has been convicted of a Level II criminal offense shall be placed into a public SCHOOL. SCHOOL BOARD reserves the authority to remove from SCHOOL grounds and suspend SCHOOL access to any INTERN charged with any disqualifying offense until the completion of INTERN's case disposition.

8.1.2. Either PARTY may require that each FGC Supervisor be fingerprinted in accordance with Florida law and SCHOOL BOARD policies and procedures, and that results of background screenings be known to SCHOOL BOARD prior to supervision of an INTERN in a district SCHOOL; pursuant to Florida law, no FGC Supervisor who fails to meet district criteria for criminal background check or has been convicted of a Level II criminal offense shall be permitted entry into a public SCHOOL. SCHOOL BOARD reserves the authority to remove from SCHOOL grounds and suspend SCHOOL access to any FGC Supervisor charged with any disqualifying offense until the completion of FGC Supervisor's case disposition.

8.1.3. SCHOOL BOARD shall timely notify FGC when any FGC employee or INTERN has been involved in a reported incident and FGC shall have the opportunity to participate in any on-going investigation and shall have access to any oral or written reports and any other documentation related to the reported incident as allowed under Florida law.

8.2. CONVICTED VENDOR LIST

A vendor, person or affiliate who has been placed on the Florida Convicted Vendor List may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with FGC pursuant to Chapter 287.133, Florida Statute, as amended.

8.3. DISCRIMINATORY VENDOR LIST

8.3.1. In accordance with Chapter 287.134, Florida Statute, as amended, an entity or affiliate who has been placed on the Discriminatory Vendor List:

i. May not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and
ii. May not transact business with any public entity.

9. LIABILITY

9.1. INDEMNIFICATION

9.1.1. Pursuant to Chapter 768.28, Florida Statute, as amended, SCHOOL BOARD agrees it and any of its employees, agents or subcontractors are agents and not employees of FGC while acting within the scope of their duties and responsibilities to be performed under this AGREEMENT. SCHOOL BOARD further agrees to indemnify FGC, upon notice of any liabilities caused by SCHOOL BOARD or its employees' or agents' negligent or tortious acts or omissions within the scope of their employment under this AGREEMENT up to the limits of sovereign immunity as set forth in Florida law. SCHOOL BOARD further agrees to defend FGC and hold it harmless, upon receipt of FGC's notice of claim of indemnification to SCHOOL BOARD, against all claims, suits, judgments, damages or liabilities, including court costs and attorneys' fees incurred by FGC because of the negligent or tortious acts of SCHOOL BOARD or its employees, agents or subcontractors. FGC agrees to indemnify SCHOOL BOARD, upon notice of any liabilities caused by FGC or its employees'' or agents' negligent or tortious acts or omissions withing the scope of their employment under this AGREEMENT up to the limits of sovereign immunity as set forth in Florida law. FGC further agrees to defend SCHOOL BOARD and hold it harmless, upon receipt of SCHOOL BOARD's notice of claim of indemnification to FGC, against all claims, suits, judgements, damages or liabilities, including court costs and attorneys' fees incurred by SCHOOL BOARD because of the negligent or tortious acts of FGC or its employees, agents or subcontractors."

9.1.2. SCHOOL BOARD is responsible for all personal injury and property damage attributable to its negligent or intentional acts or omissions, including civil rights violations, and of its officers, employees, and agents thereof, including volunteers, vendor and subcontractors. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto.

10. OPTIONS

10.1. OPTIONS AND AMENDMENTS

10.1.1. FGC has the option to modify this AGREEMENT in the event FGC needs for SERVICES change. Any increased units of service or changes in services shall be evidenced by an amendment executed by both PARTIES. The optioned services may not commence before execution of the amendment.

10.1.2. This AGREEMENT constitutes the entire AGREEMENT as to the rights and obligations of PARTIES hereto and supersedes all prior and contemporaneous agreements and undertaking of PARTIES, whether oral or written, pertaining to the referenced subject matter.

10.1.3. Modifications or amendments of provisions of this AGREEMENT shall only be valid when they have been reduced to writing and duly signed by all PARTIES observing all the formalities of the original AGREEMENT, with the exception of FGC and SCHOOL BOARD contacts identified in Section 6.1, of this AGREEMENT. Changes to the contacts will be provided to the other PARTY in writing and a copy of the written notification shall be maintained in the official AGREEMENT file.

10.1.4. No waiver or breach of any term or provision of this AGREEMENT shall operate, or be construed to constitute, nor shall be, a waiver of any other breach of this AGREEMENT. All remedies, either under this AGREEMENT, or by law or otherwise afforded, will be cumulative and alternative. All waivers to be effective shall be in writing and signed by a duly authorized officer of the waiving PARTY.

11. GOVERNING AUTHORITY

11.1. REFERENCES

The references listed below are included in this AGREEMENT for convenience only and do not change, modify, or limit any right or obligation of this AGREEMENT and any applicable local, state or federal laws, rules, regulations, and codes.

11.2. STATE OF FLORIDA

This AGREEMENT is executed and entered into in the State of Florida and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws. Each provision of this AGREEMENT shall be interpreted to be effective and valid under applicable law. If any provision of this AGREEMENT shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity. The remainder of any such provision and the remaining provisions of this AGREEMENT shall remain fully effective and valid. Venue for any legal, administrative or other proceeding regarding this AGREEMENT shall be in Suwannee County, Florida.

11.3. ENVIRONMENTAL PROTECTION

11.3.1. It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this AGREEMENT shall be procured in accordance with the provision of Chapter 403.7065, Florida Statute, as amended.

11.3.2. SCHOOL BOARD shall comply with Rule 62-730.160, Florida Administrative Code, as amended, regarding the production and handling of any hazardous waste generated under this AGREEMENT.

11.4. PUBLIC RECORDS ACCESS

11.4.1. SCHOOL BOARD agrees to allow access and review of all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance in connection with the transaction of official business by any agency as defined in subsection 119.011, Florida Statute, as amended. All said documents made or received by SCHOOL BOARD in conjunction with this AGREEMENT shall be made available, except those public records which are made confidential by law must be protected from disclosure. It is expressly understood that SCHOOL BOARD's failure to comply with this provision shall constitute an immediate breach of contract for which FGC may unilaterally terminate this AGREEMENT.

11.4.2. The following statement is required pursuant to Chapter 119.0701(2)(a), Florida Statute, as amended:

i. **IF SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT FLORIDA GATEWAY COLLEGE: CASSANDRA BUCKLES, 149 SE COLLEGE PLACE; LAKE CITY, FL 32025-2007; (386) 754-4313; CASSANDRA.BUCKLES@FGC.EDU**

11.4.3. PARTIES shall, in accordance with sections 501 and 505(b)(2) of the Gramm-Leach-Bliley Act of 1999, as amended, including any successor statute, and any applicable U.S. Federal, State, and/or local laws, set forth standards for developing, implementing, and maintaining reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of any nonpublic information about the PARTIES, their affiliates, agents, representatives, and students.

12. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

PARTIES shall abide by the requirements of 41 CFR §§60.1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require the parties take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

13. RECORDS

13.1. RECORDS RETENTION

SCHOOL BOARD shall maintain records, and documents (including electronic storage media) which related to the performance of SERVICES under this AGREEMENT, for a minimum of five (5) years in accordance with Chapters 119, 120, 257, 283, and 286 Florida Statutes, and the Florida Department of State Record Retention Schedule located at http://dlis.dos.state.fl.us/recordsmqmt. SCHOOL BOARD shall maintain records, in a secure location with access limited to authorized staff. SCHOOL BOARD shall ensure these records are available at all reasonable times to inspection, review, or audit by FGC personnel and other personnel duly authorized by FGC. In the event any work is subcontracted, SCHOOL BOARD shall require each subcontractor to maintain and allow access to such records for audit purposes in the same manner. SCHOOL BOARD shall retain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of five (5) years from the date the audit report is issued, and shall allow FGC, or its designee access to such records upon request. SCHOOL BOARD shall ensure that all working papers are made available to FGC or its designee upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by FGC.

14. CAPTIONS

14.1. ARTICLE, CAPTIONS, AND SECTION NUMBERS

The captions, section numbers, article numbers, title and headings appearing in this AGREEMENT are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this AGREEMENT, not in any way effect this

AGREEMENT and shall not be construed to create a conflict with the provisions of this AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the PARTIES hereto have caused this AGREEMENT to be executed by their undersigned officials as duly authorized.

SUWANNEE COUNTY SCHOOL BOARD	FLORIDA GATEWAY COLLEGE
Superintendent	President
Ted L. Roush	Dr. Lawrence Barrett
Printed Name	Printed Name
Date	Date

THIS CONTRACT IS NOT VALID UNTIL SIGNED AND DATED BY BOTH PARTIES

Chairperson, Suwannee County School Board

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

AFFILIATION AGREEMENT
FOR
INTERNING TEACHING PROFESSIONALS

THIS AFFILATION AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into by and between FLORIDA GATEWAY COLLEGE (hereinafter referred to as "FGC"), a political subdivision of the State of Florida, whose address is 149 SE College Place, Lake City, Florida, 32025, and Suwannee County School Board (hereinafter referred to as "SCHOOL BOARD") whose address is 1740 Ohio Avenue South, Live Oak, Florida 32064. FGC and SCHOOL BOARD are hereinafter collectively referred to as "PARTY" or "PARTIES."

WITNESSETH

WHEREAS, FGC offers to enrolled students a degree program in the field(s) of Early Childhood AS, Early Childhood BS, Elementary Education BS, and Educator Preparation Institute; and

WHEREAS, SCHOOL BOARD and FGC recognize the value and importance to the teaching profession, college teacher education programs and other professional programs, and desire that the public interest be served by ensuring a continuing source of competent and well-trained teaching professionals; and

WHEREAS, FGC desires its students pursuing teacher education programs and other similar professional programs to obtain teaching experience at a public school of SCHOOL BOARD; and

WHEREAS, SCHOOL BOARD desires to provide the necessary facilities for said teaching experience in recognition of the need to educate teaching personnel, under the terms and conditions set forth hereunder in this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the PARTIES hereby agree as follows:

1. PURPOSE

1.1. The purpose of this AGREEMENT is to provide educational experiences for selected FGC students (hereinafter referred to as "INTERNS"), which includes all INTERNS seeking field experiences under this AGREEMENT. INTERNS shall include and be defined and construed as hereinafter set forth:

1.1.1. *Pre-Internship*: Any field experience completed prior to the beginning of the internship semester.

1.1.2. *Internship*: The semester during which the FGC student completes FGC's professional education program in SCHOOL BOARD under the guidance of a fully certified professional, which takes place at SCHOOL BOARD and in which SCHOOL BOARD will participate.

1.2. Field experiences may include the activities listed and defined hereunder:

1.2.1. *Observation*: INTERNS observe the classroom activities and does not interact with students.

1.2.2. *Tutoring*: INTERNS provide one-on-one instruction with SCHOOL BOARD students.

1.2.3. *Classroom Assistant*: INTERNS serve as an aide to SCHOOL BOARD teacher and/or assists SCHOOL BOARD teacher with instruction.

1.2.4. *Small Group Instruction*: INTERNS provide instruction to a subgroup of SCHOOL BOARD class.

1.2.5. *Whole Class Instruction*: INTERNS provide instruction for the entire SCHOOL BOARD class.

1.2.6. *Other*: Other field experiences acceptable to both PARTIES.

1.3. The term "SCHOOL" shall refer to SCHOOL BOARD programs, services, or individual educational facility locations headed by a Principal or other Program Administrator.

2. OBLIGATIONS OF THE FGC

2.1. FGC shall offer educational programs accredited by appropriate organizations; and will determine standards of education, hours of instruction, learning experiences, administration, matriculation, promotion, and graduation.

2.2. FGC shall keep all records and reports on INTERN experiences in accordance with FGC policy and regulatory requirements.

2.3. FGC shall plan with SCHOOL BOARD administration, in advance, its schedule of INTERN assignments to the designated areas, including dates and numbers of INTERNS.

2.4. FGC agrees to inform INTERNS that INTERNS shall be responsible for following the rules and regulations of SCHOOL BOARD, including recognition of the confidential nature of information regarding pupils and their records.

2.5. FGC agrees to assume responsibility for the overall educational experience and grades of the INTERNS with consideration given to the Cooperating Teacher's assessment and overall evaluation of the INTERN.

2.6. FGC shall verify to SCHOOL BOARD staff that each INTERN has completed the required academic preparation prior to tentative and final placement.

2.7. FGC staff will be responsible for the coordination and implementation of the Clinical Education Program.

2.8. FGC will assign a Supervisor who will collaborate with the Cooperating Teacher and will make periodic assessment of INTERNS' progress as required.

2.8.1. For purposes of this AGREEMENT, the term "Cooperating Teacher" shall be defined as the district school educator who has a valid professional certificate, three years of teaching experience in prekindergarten through grade 12, earned an effective or highly effective rating on the prior year's performance evaluation and completed clinical educator training, and has been assigned to supervise INTERNS, working daily to assist in developing the professional growth of INTERNS through demonstration of the instruction in teaching skills and attitudes, and working cooperatively with FGC Supervisor and /or Area Coordinator in continuing evaluation of the INTERNS.

2.9. INTERNS shall not be considered as employees or agents of FGC.

2.10. FGC shall arrange meetings with appropriate SCHOOL BOARD staff to review and evaluate the progress of internships, if needed, consistent with SCHOOL BOARD staff availability. These meetings can be used for coordination and conflict resolution.

2.11. FGC and its INTERNS shall obtain individual written approval before beginning any of the activities referred to in Section I of this AGREEMENT. Such approvals shall be in writing and approved by both PARTIES, and shall contain the signatures of all required PARTIES. FGC and SCHOOL BOARD shall use a procedure for placement of INTERNS that is agreed upon by the SCHOOL BOARD Superintendent and FGC President, or their respective representatives.

3. OBLIGATIONS OF THE SCHOOL BOARD

3.1. SCHOOL BOARD shall maintain sole responsibility for the instruction, education, and welfare of its pupils. SCHOOL BOARD shall be responsible for providing adequate staffing necessary to maintain the highest level of quality education for its pupils and appropriate INTERNS and FGC staff orientations.

3.2. SCHOOL BOARD agrees INTERNS assigned to it for field experiences are under the supervision, control, and responsibility of SCHOOL BOARD.

3.3. SCHOOL BOARD shall determine the work location and assignment of INTERNS in collaboration with FGC. Every effort shall be made to develop long-term working relationships between teacher education programs and individual SCHOOLS in order to provide a variety of continuous and coordinated field experiences, consistent with Florida Statutes 1004.04. These relationships may be articulated in written plans and attached to this AGREEMENT hereunder as addenda with the approval of PARTIES.

3.4. In consideration of the FGC's responsibility for the care and safety of its pupils, SCHOOL BOARD shall retain the right, in its sole discretion, to refuse or discontinue its facilities and services to any INTERN or FGC staff and to remove an INTERN or FGC staff who does not continuously meet the FGC's professional or other requirements or the requirements of any appropriate authority controlling and directing SCHOOL BOARD facilities and services. INTERNS shall be instructed by FGC to promptly and without protest leave an area whenever they are requested to do so by an authorized SCHOOL BOARD representative. In the event of a threat to pupil safety, which shall be determined by SCHOOL BOARD in its sole discretion, SCHOOL shall have the right to terminate the INTERN placement action immediately and shall both verbally and in writing notify FGC and the INTERN as soon thereafter as is practicable.

3.5. SCHOOL BOARD shall provide qualified Cooperating Teachers for INTERNS. Cooperating Teachers shall be resource persons for INTERNS and FGC staff. Cooperating Teachers selected by SCHOOL BOARD will:

3.5.1. Assist in orienting INTERNS to the SCHOOL, the classroom, and the pupils;

3.5.2. Explain all SCHOOL BOARD district policies, rules, and regulations to INTERNS;

3.5.3. Provide prompt and substantive feedback to INTERNS regarding all performance activities and interactions with SCHOOL BOARD personnel, pupils, and parents;

3.5.4. Complete evaluations of INTERNS' progress and submit them to FGC Supervisor, after review with the applicable INTERN;

3.5.5. Immediately inform FGC Supervisor of any concerns regarding an INTERN;

3.5.6. Shall establish a time to regularly meet and discuss with INTERNS their activities, impressions, reflections, and suggestions for goals and areas of improvement;

3.5.7. Supervise INTERNS on a daily basis – if the Cooperating Teacher is absent from the SCHOOL for any reason, a SCHOOL approved substitute shall be assigned to the classroom. Under no circumstances shall an INTERN, even if he/she is certified, serve as the substitute of record during the student teaching experience unless a separate agreement has been negotiated in writing by SCHOOL BOARD and FGC.

3.6. SCHOOL BOARD shall provide to FGC and INTERNS the policies and procedures and other relevant materials necessary to allow INTERNS and FGC personnel to function appropriately within the SCHOOL.

3.7. INTERNS assigned to SCHOOL BOARD shall follow the SCHOOL's protocols for health and safety.

3.8. INTERNS shall be under the direct supervision of the Cooperating Teacher during internship responsibilities. A co-teaching model will be implemented during the internship. Co-teaching is defined as: organizing classroom instruction to reduce the student-adult ratio and/or take advantage of two teachers' expertise, skills and knowledge while maintaining continuous student progress. The solo teaching time, of no less than twelve weeks as required by the State of Florida and the Florida Department of Education, will still be implemented but under the close supervision and direction of the Cooperating Teacher who will assure that student, progress is maintained.

3.9. SCHOOL BOARD shall permit INTERNS access to the library facilities/curriculum laboratories available to their personnel. INTERNS may not remove materials from SCHOOL BOARD without appropriate approval.

3.10. SCHOOL BOARD shall keep confidential and shall not disclose to any person or entity (a) INTERN applications; (b) INTERN health records or reports; and/or (c) any INTERN records as defined in the Family Educational Rights and Privacy Act (FERPA), concerning any INTERN participating in the educational experiences provided by SCHOOL, unless such disclosure is necessary to meet the requirements of this AGREEMENT, is authorized by the INTERN or is ordered by a court of competent jurisdiction. SCHOOL BOARD shall adopt and enforce policies and procedures necessary to protect the confidentiality of the INTERN records as defined herein or as otherwise required by law.

3.11. INTERNS shall not be considered employees or agents of SCHOOL unless such time as SCHOOL BOARD should choose to employ INTERN as an employee of SCHOOL BOARD.

3.12. INTERNS shall undergo a background screening pursuant to Florida Statutes 1012.32 and 1012.S6, and applicable SCHOOL BOARD policies and procedures.

4. AGREEMENT TERM

4.1. TERM

This AGREEMENT shall begin on July 1, 2023 or upon full execution, whichever is later, and shall end at 11:59 P.M. on June 30, 2026. In the event the PARTIES sign this AGREEMENT on different dates, the latter date shall be the effective date. Unless sooner terminated as provided in Section 5 of this AGREEMENT, the term of this AGREEMENT shall be for three (3) years.

4.2. MODIFICATIONS

Modifications or amendments to the provisions of this AGREEMENT shall only be valid when they have been reduced to writing and duly signed by all parties observing all the formalities of the original AGREEMENT, with the exception of FGC and SCHOOL BOARD contacts identified in Section 6.1, of this AGREEMENT. Changes to the contacts will be provided to the other party in writing and a copy of the written notification shall be maintained in the official AGREEMENT file.

5. TERMINATION

5.1. NOTICE OF TERMINATION

All termination notices shall be in writing and shall be deemed given if delivered personally, emailed (read receipt requested), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the parties at the addresses hereunder in Section 6.1, of this AGREEMENT (or at such other address for a party as shall be specified by like notice).

5.2. TERMINATION WITHOUT CAUSE

Either PARTY may terminate this AGREEMENT for convenience, in whole or in part, without cause, for its own convenience, and without additional cost to the other PARTY, by giving no less than sixty (60) calendar day's written notice, unless both PARTIES mutually agree in writing to a different notice period. Each PARTY shall be operating in a state of compliance with the terms and conditions of the AGREEMENT at the time the notice is issued and shall remain compliant for the duration of the performance period.

5.3. TERMINATION FOR CAUSE

Either PARTY may terminate this AGREEMENT, in whole or in part, for default, pursuant to the provisions of Rule 60A-1.006(3), Florida Administrative Code, as amended, upon written notice to the other PARTY. If applicable, the PARTIES may employ the default provisions in Rule 60A-1.006(3) and (4), Florida Administrative Code, as amended. Waiver or breach of any provisions of this AGREEMENT shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this AGREEMENT. The provisions herein do not limit either PARTY'S right to remedies at law or to damages (including, but not limited to, re-procurement cost, and attorney fees).

6. NOTICE

All notices hereunder by either party shall be in writing and shall be deemed given if delivered personally, emailed (read receipt requested), by certified or registered mail (returned receipt requested), or by overnight courier, and shall be deemed to have been duly given when delivered personally, when deposited and postmarked by the United States mail (postage pre-paid), or the effective date of the read receipt when Emailed.

6.1. POINTS OF CONTACT

The following are the POINTS OF CONTACT for the respective parties. All matters shall be directed to the SERVICES for action or disposition. All notices shall be delivered to the parties at the following addresses:

SUWANNEE COUNTY SCHOOL BOARD	FLORIDA GATEWAY COLLEGE
Name: Superintendent	**Name:** Director, Procurement & Contracts

Address: 1740 Ohio Avenue South	**Address:** 149 SE College Place
City, State Zip: Live Oak, FL 32064	**City, State Zip:** Lake City, FL 32025
Phone: (386) 647-4600	**Phone:** (386) 754-4381
Fax: (386) 364-2635	**Fax:** (386) 754-4594
Email: superintendent@suwannee.k12.fl.us	**Email:** purchasing@fgc.edu

7. GENERAL TERMS & CONDITIONS

7.1. INSURANCE

7.1.1. FGC is a member of the Florida College System Risk Management Consortium (hereinafter referred to as "FCSCRMC"). The FCSRMC provides FGC and each of the FCSCRMC "Program Participants" with the following types of insurance listed below during the entire period of this AGREEMENT and shall submit proof of maintenance prior to program participation and annually thereafter.

7.1.2. Commercial General Liability coverage in the amount of $200,000.00 per occurrence and $300,000.00 annual policy aggregate.

7.1.3. Student Professional Liability coverage in the amount of $2,000,000.00 per occurrence and $5,000,000.00 annual policy aggregate.

7.1.4. INTERNS shall be afforded the protection of law as specified in Florida Statutes 1012.39(3). FGC will provide Workers Compensation Insurance for FGC employees who oversee the internship process.

7.1.5. For all insurance required in the aforementioned paragraph 7.1.2 & 7.1.3 FGC shall notify SCHOOL BOARD at least thirty (30) days in advance of any cancellation or modification of such insurance policy and shall provide to SCHOOL BOARD, upon request, proof of insurance evidencing the above coverage and renewals thereof.

7.1.6. FGC agrees that INTERNS shall assume personal responsibility for their own medical care and hospitalization.

7.1.7. To the extent allowed under state law, neither SCHOOL BOARD nor FGC is required to provide workers' compensation coverage for the INTERNS participating in the educational experience.

7.2. VENUE

7.2.1. The sole and exclusive venue and jurisdiction for any proceedings, legal or equitable, under this agreement, shall be in a court of competent jurisdiction in Suwannee County, Florida.

7.2.2. This AGREEMENT is governed by and shall be, construed according to the Laws of the State of Florida. Venue for any litigation arising out of or in connection with this AGREEMENT shall be in a court of law located in Suwannee County, Florida.

7.3. ASSIGNMENT

SCHOOL BOARD shall not assign responsibility of this AGREEMENT to another party, subcontract for any of the work contemplated under this AGREEMENT, or transfer services to another location without the prior written approval of FGC. Approval by FGC of assignments or subcontracts shall not be deemed in any event to provide for FGC incurring any additional obligations under this

AGREEMENT, nor relieve SCHOOL BOARD of the requirements of this AGREEMENT. FGC may monitor the terms and conditions of the assignment or subcontract to ensure compliance. SCHOOL BOARD shall ensure contracts with its subcontractors contain the terms and conditions of this AGREEMENT and shall be responsible for monitoring subcontractor compliance and performance in both programmatic and administrative areas. FGC'S review of subcontractor AGREEMENT(s) associated with this AGREEMENT does not relieve SCHOOL BOARD of the responsibility to manage the subcontractor; demonstrate the value added and reasonableness of subcontractor pricing; and meet all contractual obligations.

7.4. RELATIONSHIP OF PARTIES

7.4.1. PARTIES are independent and will have no right to assume or create any obligational responsibility on behalf of the other PARTY. Neither PARTY shall hold itself out as an agent of the other PARTY.

7.4.2. This AGREEMENT will not be construed to create or imply any relationship of agent, partnership, servant, employee, agency, joint venture or other formal business entity of any kind between PARTIES and their employees, INTERNS, or agents, but rather is an agreement by and between the two independent contractors. SCHOOL BOARD and its employees shall not be entitled to compensation from FGC for services or actions of benefit to FGC which are part of or related to this educational program

7.4.3. Each INTERN is placed with SCHOOL BOARD in order to receive educational experience as part of the academic curriculum; duties performed by an INTERN are not performed as an employee of SCHOOL BOARD but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by SCHOOL BOARD personnel.

7.4.4. Neither PARTY shall have the power or authority to bind the other in any promise, agreement nor representation other than as specifically provided for in this AGREEMENT.

7.4.5. FGC acknowledges that nothing in this AGREEMENT shall be construed to confer any right upon FGC or FGC personnel to participate in, control, or direct operations at SCHOOL. PARTIES shall carry all necessary and appropriate insurance for itself, its employees and agents.

7.5. WAIVER

No delay or failure by either PARTY to exercise any right or remedy under this AGREEMENT will constitute a waiver of such right or remedy. All waivers must be in writing and signed by an authorized representative of the PARTY waiving its rights. A waiver by any PARTY of any breach or covenant shall not be construed as a waiver of any succeeding breach or any other covenant.

7.6. PROPRIETARY MARKS

7.6.1. FGC acknowledges that the names, logos, service marks, trademarks, trade dress, trade names, and patents, whether or not registered, now or hereafter owned by or licensed to SCHOOL BOARD or its affiliated and parent companies (hereinafter referred to as the "MARKS") are proprietary MARKS of SCHOOL BOARD, and FGC will not use the MARKS for any purpose except as expressly permitted in writing by SCHOOL BOARD. Upon termination of this AGREEMENT, FGC shall:

i. Immediately and permanently discontinue the use and display of any MARKS, (hereinafter referred to as the "DE-IMAGE"), and

ii. Immediately remove and deliver to SCHOOL BOARD all goods bearing any MARKS. If FGC shall fail to DE-IMAGE the PREMISES within thirty (30) calendar days of the termination date of this AGREEMENT, then SCHOOL BOARD and its agents shall have the right to enter PREMISES and DE-IMAGE PREMISES, without prejudice to SCHOOL BOARD's other rights and remedies.

7.6.2 Both PARTIES shall comply with the requirements for Registration and Protection of Trademarks pursuant to Chapter 495, Florida Statute, as amended. Failure to comply with the Registration and Protection of Trademarks requirements may result in termination of this AGREEMENT by the PARTY not out of compliance.

7.7. ORDER OF PRECEDENCE

7.7.1. In the event of a conflict, ambiguity or inconsistency among this AGREEMENT and any attachments and exhibits named herein that are attached hereto and incorporated by reference, such conflict will be resolved by applying the following order of precedence:

i. AGREEMENT document including any attachments, exhibits, and amendments;
ii. The Request for Proposals, Invitations to Bid, Invitations to Negotiate, exhibits, and appendices, including any addenda;
iii. Applicable Florida Statutes and Florida Administrative Code;
iv. FGC policy and manuals; and
v. SCHOOL BOARD's proposal bid or reply as incorporated by reference.

7.8. RIGHTS, POWERS, AND REMEDIES

No delay or failure to exercise any right, power or remedy accruing to either PARTY upon breach or default by either PARTY under this AGREEMENT, shall impair any such right, power or remedy of either PARTY; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

7.9. THIRD PARTY RIGHTS

This AGREEMENT is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of PARTIES hereto.

7.10. LEGAL AND POLICY COMPLIANCE

7.10.1. The PARTIES shall comply with all local, state, and federal laws, rules, regulations and codes whenever work is performed under this AGREEMENT. SCHOOL BOARD shall also comply with and FGC will monitor and evaluate the services provided under this AGREEMENT in accordance with all FGC policies, and procedures that are in effect on the date that this AGREEMENT is fully executed.

7.10.2. SCHOOL BOARD is not responsible for complying with subsequent changes to FGC policies or procedure that may affect the services provided under this AGREEMENT unless FGC and SCHOOL BOARD negotiate otherwise. Such negotiation shall be reduced to writing through an amendment that is mutually agreed upon by both PARTIES. However, FGC cannot waive SCHOOL BOARD's compliance to subsequent changes to any local, state, and federal laws, rules, regulations or codes.

7.10.3. SCHOOL BOARD shall obtain any licenses and permits required for services performed under this AGREEMENT and maintain such licenses and permits for the duration of this AGREEMENT.

7.10.4. Any and all waivers of FGC policies, procedures, or manuals shall be reduced to writing and shall be maintained in the AGREEMENT file.

7.11. FORCE MAJEURE

Neither PARTY shall be liable for loss or damage suffered as a result of any delay or failure in performance under this AGREEMENT or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, hurricanes, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes. However, acts of God, accidents, fire, explosions, earthquakes, floods, water, hurricanes, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes do not relieve SCHOOL BOARD from its responsibility under this AGREEMENT.

7.12. SUSPENSION OF WORK

The PARTIES may suspend any or all activities under this AGREEMENT, at any time, when in the interests of the party seeking to suspend to do so. The party suspending the AGREEMENT shall provide the other party written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, or a declaration of emergency. After receiving a suspension notice, the party receiving the notice shall immediately comply with the notice. Within ninety (90) days, or any longer period agreed to by the party receiving the notice, the party suspending the AGREEMENT shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the AGREEMENT. Neither party will receive compensation during the suspension period for the services that are under suspension.

7.13. DISPUTE RESOLUTION

Any dispute concerning compliance and/or performance of this AGREEMENT shall be decided by FGC's designated POINT OF CONTACT, who shall reduce the decision to writing and serve a copy to SCHOOL BOARD. Any dispute that cannot be resolved shall be reduced to writing and delivered to FGC's Vice President of Business Services or designee of the relevant program area for resolution.

7.14. SERVABILITY

If a court deems any provision of this AGREEMENT void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

7.15. RESOLUTION OF CONFLICT

7.15.1. PARTIES agree to periodically review and discuss the operation of this AGREEMENT to ensure that each PARTY's objectives hereunder are being satisfied. PARTIES shall confer as otherwise necessary to the administration of this AGREEMENT.

7.15.2. In cases of conflict between an INTERN and a Cooperating Teacher that cannot be resolved, an appeal shall be made to FGC Supervisor. If resolution is not achieved, an appeal shall be made to SCHOOL Principal or designee. If resolution is not achieved, an appeal shall be made to FGC and SCHOOL BOARD liaisons. Final resolution of conflicts, if necessary, shall be made by SCHOOL BOARD Superintendent in consultation with FGC's President.

7.16. CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

SCHOOL BOARD, by execution of this AGREEMENT, certifies that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in contracting with FGC by any federal department or agency, pursuant to 34 CFR, Part 85, Section 85.510. SCHOOL BOARD shall notify FGC if, at any time during this AGREEMENT, it or its principals are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in contracting with FGC by any federal department or agency. The list of excluded entities is available at http://www.epls.gov/.

7.17. DISCRIMINATION

PARTIES agree that neither SCHOOL BOARD nor FGC shall on the basis of gender, marital status, race, religion, national origin, age, or disability pursuant to law as set forth in the Americans with Disabilities Act (ADA), be denied employment, receipt of services, access to or participation in school activities or programs if qualified to receive such services, or otherwise be discriminated against or placed in a hostile environment in any educational program or activity including those receiving Federal financial assistance, except as provided by law.

8. SCREENING AND MONITORING

8.1. BACKGROUND SCREENING

8.1.1. SCHOOL BOARD may require that each INTERN be fingerprinted in accordance with Florida law and SCHOOL BOARD policies and procedures, and that results of background screens be known to SCHOOL BOARD prior to placement of INTERN in a district SCHOOL; pursuant to Florida law, no INTERN who fails to meet district criteria for criminal background check or has been convicted of a Level II criminal offense shall be placed into a public SCHOOL. SCHOOL BOARD reserves the authority to remove from SCHOOL grounds and suspend SCHOOL access to any INTERN charged with any disqualifying offense until the completion of INTERN's case disposition.

8.1.2. Either PARTY may require that each FGC Supervisor be fingerprinted in accordance with Florida law and SCHOOL BOARD policies and procedures, and that results of background screenings be known to SCHOOL BOARD prior to supervision of an INTERN in a district SCHOOL; pursuant to Florida law, no FGC Supervisor who fails to meet district criteria for criminal background check or has been convicted of a Level II criminal offense shall be permitted entry into a public SCHOOL. SCHOOL BOARD reserves the authority to remove from SCHOOL grounds and suspend SCHOOL access to any FGC Supervisor charged with any disqualifying offense until the completion of FGC Supervisor's case disposition.

8.1.3. SCHOOL BOARD shall timely notify FGC when any FGC employee or INTERN has been involved in a reported incident and FGC shall have the opportunity to participate in any on-going investigation and shall have access to any oral or written reports and any other documentation related to the reported incident as allowed under Florida law.

8.2. CONVICTED VENDOR LIST

A vendor, person or affiliate who has been placed on the Florida Convicted Vendor List may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with FGC pursuant to Chapter 287.133, Florida Statute, as amended.

8.3. DISCRIMINATORY VENDOR LIST

8.3.1. In accordance with Chapter 287.134, Florida Statute, as amended, an entity or affiliate who has been placed on the Discriminatory Vendor List:

i. May not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and
ii. May not transact business with any public entity.

9. LIABILITY

9.1. INDEMNIFICATION

9.1.1. Pursuant to Chapter 768.28, Florida Statute, as amended, SCHOOL BOARD agrees it and any of its employees, agents or subcontractors are agents and not employees of FGC while acting within the scope of their duties and responsibilities to be performed under this AGREEMENT. SCHOOL BOARD further agrees to indemnify FGC, upon notice of any liabilities caused by SCHOOL BOARD or its employees' or agents' negligent or tortious acts or omissions within the scope of their employment under this AGREEMENT up to the limits of sovereign immunity as set forth in Florida law. SCHOOL BOARD further agrees to defend FGC and hold it harmless, upon receipt of FGC's notice of claim of indemnification to SCHOOL BOARD, against all claims, suits, judgments, damages or liabilities, including court costs and attorneys' fees incurred by FGC because of the negligent or tortious acts of SCHOOL BOARD or its employees, agents or subcontractors. FGC agrees to indemnify SCHOOL BOARD, upon notice of any liabilities caused by FGC or its employees'' or agents'. negligent or tortious acts or omissions withing the scope of their employment under this AGREEMENT up to the limits of sovereign immunity as set forth in Florida law. FGC further agrees to defend SCHOOL BOARD and hold it harmless, upon receipt of SCHOOL BOARD's notice of claim of indemnification to FGC, against all claims, suits, judgements, damages or liabilities, including court costs and attorneys' fees incurred by SCHOOL BOARD because of the negligent or tortious acts of FGC or its employees, agents or subcontractors."

9.1.2. SCHOOL BOARD is responsible for all personal injury and property damage attributable to its negligent or intentional acts or omissions, including civil rights violations, and of its officers, employees, and agents thereof, including volunteers, vendor and subcontractors. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto.

10. OPTIONS

10.1. OPTIONS AND AMENDMENTS

10.1.1. FGC has the option to modify this AGREEMENT in the event FGC needs for SERVICES change. Any increased units of service or changes in services shall be evidenced by an amendment executed by both PARTIES. The optioned services may not commence before execution of the amendment.

10.1.2. This AGREEMENT constitutes the entire AGREEMENT as to the rights and obligations of PARTIES hereto and supersedes all prior and contemporaneous agreements and undertaking of PARTIES, whether oral or written, pertaining to the referenced subject matter.

10.1.3. Modifications or amendments of provisions of this AGREEMENT shall only be valid when they have been reduced to writing and duly signed by all PARTIES observing all the formalities of the original AGREEMENT, with the exception of FGC and SCHOOL BOARD contacts identified in Section 6.1, of this AGREEMENT. Changes to the contacts will be provided to the other PARTY in writing and a copy of the written notification shall be maintained in the official AGREEMENT file.

10.1.4. No waiver or breach of any term or provision of this AGREEMENT shall operate, or be construed to constitute, nor shall be, a waiver of any other breach of this AGREEMENT. All remedies, either under this AGREEMENT, or by law or otherwise afforded, will be cumulative and alternative. All waivers to be effective shall be in writing and signed by a duly authorized officer of the waiving PARTY.

11. GOVERNING AUTHORITY

11.1. REFERENCES

The references listed below are included in this AGREEMENT for convenience only and do not change, modify, or limit any right or obligation of this AGREEMENT and any applicable local, state or federal laws, rules, regulations, and codes.

11.2. STATE OF FLORIDA

This AGREEMENT is executed and entered into in the State of Florida and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws. Each provision of this AGREEMENT shall be interpreted to be effective and valid under applicable law. If any provision of this AGREEMENT shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity. The remainder of any such provision and the remaining provisions of this AGREEMENT shall remain fully effective and valid. Venue for any legal, administrative or other proceeding regarding this AGREEMENT shall be in Suwannee County, Florida.

11.3. ENVIRONMENTAL PROTECTION

11.3.1. It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this AGREEMENT shall be procured in accordance with the provision of Chapter 403.7065, Florida Statute, as amended.

11.3.2. SCHOOL BOARD shall comply with Rule 62-730.160, Florida Administrative Code, as amended, regarding the production and handling of any hazardous waste generated under this AGREEMENT.

11.4. PUBLIC RECORDS ACCESS

11.4.1. SCHOOL BOARD agrees to allow access and review of all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance in connection with the transaction of official business by any agency as defined in subsection 119.011, Florida Statute, as amended. All said documents made or received by SCHOOL BOARD in conjunction with this AGREEMENT shall be made available, except those public records which are made confidential by law must be protected from disclosure. It is expressly understood that SCHOOL BOARD's failure to comply with this provision shall constitute an immediate breach of contract for which FGC may unilaterally terminate this AGREEMENT.

11.4.2. The following statement is required pursuant to Chapter 119.0701(2)(a), Florida Statute, as amended:

i. **IF SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT FLORIDA GATEWAY COLLEGE: CASSANDRA BUCKLES, 149 SE COLLEGE PLACE; LAKE CITY, FL 32025-2007; (386) 754-4313; CASSANDRA.BUCKLES@FGC.EDU**

11.4.3. PARTIES shall, in accordance with sections 501 and 505(b)(2) of the Gramm-Leach-Bliley Act of 1999, as amended, including any successor statute, and any applicable U.S. Federal, State, and/or local laws, set forth standards for developing, implementing, and maintaining reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of any nonpublic information about the PARTIES, their affiliates, agents, representatives, and students.

12. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

PARTIES shall abide by the requirements of 41 CFR §§60.1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require the parties take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

13. RECORDS

13.1. RECORDS RETENTION

SCHOOL BOARD shall maintain records, and documents (including electronic storage media) which related to the performance of SERVICES under this AGREEMENT, for a minimum of five (5) years in accordance with Chapters 119, 120, 257, 283, and 286 Florida Statutes, and the Florida Department of State Record Retention Schedule located at http://dlis.dos.state.fl.us/recordsmqmt. SCHOOL BOARD shall maintain records, in a secure location with access limited to authorized staff. SCHOOL BOARD shall ensure these records are available at all reasonable times to inspection, review, or audit by FGC personnel and other personnel duly authorized by FGC. In the event any work is subcontracted, SCHOOL BOARD shall require each subcontractor to maintain and allow access to such records for audit purposes in the same manner. SCHOOL BOARD shall retain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of five (5) years from the date the audit report is issued, and shall allow FGC, or its designee access to such records upon request. SCHOOL BOARD shall ensure that all working papers are made available to FGC or its designee upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by FGC.

14. CAPTIONS

14.1. ARTICLE, CAPTIONS, AND SECTION NUMBERS

The captions, section numbers, article numbers, title and headings appearing in this AGREEMENT are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this AGREEMENT, not in any way effect this

AGREEMENT and shall not be construed to create a conflict with the provisions of this AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the PARTIES hereto have caused this AGREEMENT to be executed by their undersigned officials as duly authorized.

SUWANNEE COUNTY SCHOOL BOARD	FLORIDA GATEWAY COLLEGE
Superintendent	President
Ted L. Roush	Dr. Lawrence Barrett
Printed Name	Printed Name
Date	Date

THIS CONTRACT IS NOT VALID UNTIL SIGNED AND DATED BY BOTH PARTIES

Chairperson, Suwannee County School Board

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

2023- 2024 Inter-District Agreement

LAFAYETTE COUNTY SCHOOL DISTRICT

Inter-District Private School Services Agreement

Agreement for School Year 2023–2024 and terminating by mutual agreement

The Federal Elementary and Secondary Education Act (ESEA), in Title I Section 1120 and associated regulations (200.62(b)(1)(i) defines private school children as those who reside in participating public school attendance areas of a school district, regardless of whether the private school they attend is located in the same district in which they reside.

Therefore, the school district in which the child resides is responsible for providing services to the child, or to 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 **Residing District.** The district in which the student attends school will be called the **Receiving District.**

The purpose of this agreement is to provide for services to private school students who reside in Lafayette County School District but attend school in another district.

Responsibilities of 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 a method that provides comparable information.
3. Upon confirmation that the student is address-eligible, provide services to the identified student 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 (email 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.
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 reversed.

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 Residing District, in return for compensation from the Resident District.

Signature Alissa Hingson

Name Alissa Hingson

Title Director of Teaching & Learning Services

Date 2-23-2023

Resident District: Lafayette County School District

Signature _____

Name Ted L. Roush

Title Superintendent of Schools

Date _____

Receiving District: Suwannee County School District

Chairperson, Suwannee County School Board

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

DocuSign Envelope ID: 28671096-274F-45FB-96BE-10714354E2AE

CONTRACT FOR SERVICES
between
Suwannee County School Board
and
Allied Instructional Services

THIS AGREEMENT is made and entered into on 04/25/2023, 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 Board, 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. **Term:** This contract shall be effective on July 1, 2023 and shall continue in full force until June 30, 2024.

3. **Services to be Provided:** District hereby engages AIS for the provision of the services described in this agreement Addendums A - D and AIS agrees to arrange for 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 its duties 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.

   District shall pay AIS as described in Addendums A - D 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.

   AIS covenants and agrees that it shall take one of the two following actions within seven (7) days after receipt of any amounts paid to AIS by the District for work performed by a subcontractor under the Agreement:

   a) pay any contractor for its proportionate share of the total payment received from the District attributable to the work under the Agreement performed by such subcontractor, or

   b) notify the District and the contractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefore.

   AIS agrees to provide its federal employer identification number or social security number, as applicable, as a condition precedent to the District being required to make any payment to AIS under the Agreement.

   AIS agrees to pay interest at the legal rate or such other rate as may be agreed to in writing by the contractor and AIS on all amounts owed by AIS that remain unpaid after seven (7) days following receipt by AIS of payment from the District for work performed by the contractor in furtherance of AIS meeting its obligations to the District, except for amounts withheld pursuant

to the provisions above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

4. 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 and contractors will treat this information as confidential and agree not to disclose it to any third person in accordance with applicable law.

   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.

   School District will allow reasonable time for completion of work outside of IEP service delivery time.

   It is understood that it is the responsibility of the District to notify AIS in a timely manner of any requests for meeting attendance, or completion of evaluations, assessments, or reports, in order to allow a reasonable amount of time for completion and scheduling.

   Contractors placed by AIS 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 contractor providing the services to the student.

5. **Discounts:** AIS agrees to waive portal charges when a contractor is contracted to District for 35 or more hours of work within the school District in one week.

6. **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.

7. **Replacement Fee:** Should District opt to offer employment to, hire directly or indirectly or otherwise contract with (1) a contractor placed by AIS to provide services to the District under this agreement, (2) any other potential contractor contacted by AIS and identified to the District, or (3) a previous contractor placed by AIS in the 12 months preceding such offer, 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 contractor.

8. **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.

9. **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 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 contractors placed by AIS 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 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.

10. **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 also 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.

11. **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 agents or contractors placed by AIS 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 only to the extent allowable by Florida law, as District does not wave its sovereign immunity. 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.

12. **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.

13. **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.

14. **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.

15. **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 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.

16. **Confidentiality:** AIS and its agents and employees will keep all information related to the District's students confidential and will not disclose such information to third parties for any purpose without the prior written approval of the District. AIS will return all copies of such student confidential information to the District upon termination of this Agreement. AIS further agrees to cause any contractor placed with the District to execute an agreement containing substantially similar confidentiality obligations.

17. **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).

        i. 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.

        ii. 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.

        iii. 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 Enforcement to maintain the fingerprints provided with respect to AIS and its personnel.

        iv. 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.

18. **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.

19. **Public Records**

a. **IF AIS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AIS 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.**

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 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.

20. E-Verify: Effective July 1, 2020

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

B. Subcontractors

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

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

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

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

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

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 Board

_____/_____
Administrator Signature Date

Ted L. Roush, Superintendent of Schools

Administrator's Name/Title

Allied Instructional Services, LLC
PO Box 2214
Ashland, VA 23005
Phone: 804-368-8475
Fax: 804-368-8467

_____
Chairperson, Suwannee County School Board

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

Addendum A – Vision, O&M, DHH, PT, OT, SLP and AT 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
Assistive Technology Assessment and Consulting	Certified itinerant teacher or licensed therapist and/or with a certificate in Assistive Technology
Vision Specific Technology Assessments	CATIS Certified
Evaluations	Certified itinerant teacher, licensed therapist, and/or certified evaluator
Speech and Language Pathologist	Licensed by the Board of Audiology and Speech Language Pathology; Certified ASHA
Braille Transcription	Material adaptation by certified Braille Transcriptionist

Scope of Services:
The services may include but are not limited to:

- Direct or consultative services as governed by student's Individualized Education Programs (I.E.P.s.)
- Assessing students using appropriate instrument of educational measurement
- Obtaining appropriate materials, technology, and equipment 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.
- 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.

Payments: AIS acknowledges that District requires billing for services provided to be per hour, and District agrees that the rate of reimbursement for the service/s provided will be that of $72.00 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.

Addendum B – Psychological Services

Scope of Services:
The services may include but are not limited to:

- Develop and integrate school-wide programming to promote social–emotional and mental wellness for all students based on the needs of the school community.
- Deliver professional development to school staff and families on a range of topics, such as trauma informed practices, mental health first aid, crisis prevention, suicide prevention, effective discipline, and behavior management.
- Help schools conduct comprehensive needs assessments to develop strategies to address attendance, poverty, trauma, violence, and other barriers to learning.
- Enhance coordination and alignment of efforts to improve school safety, including crisis prevention, intervention, and response.
- Design, implement, and evaluate a comprehensive range of interventions for students at risk for academic, social–emotional, or mental and behavioral health concerns.
- Provide mental and behavioral health services for individual students and groups of students, including the delivery of individual and small group counseling and direct instruction in social skills.
- Support school-wide efforts to facilitate student progress toward measurable goals through data collection, progress monitoring, and data interpretation.
- Support divisions and school leadership teams by effectively integrating and interpreting of multiple data sources to aid in decision making.
- Conduct culturally competent psychoeducational evaluations to assess abilities, skills, and social/emotional functioning of students suspected of having a disability.
- Conduct functional behavioral assessments and assist in the development of behavior plans.
- Work collaboratively with teachers in delivering effective differentiation strategies for students with diverse needs.
- Collaborate with teachers and school leaders to implement universal, targeted, and intensive academic and behavioral support programs using evidence-based practices.
- Facilitate collaboration and coordination between school and community providers to ensure access to wraparound supports for students with the most significant needs.
- Some services may be completed by an Educational Diagnostician:
    - Conduct educational evaluations to assess educational achievement of students suspected of having a disability.
    - Make recommendations for interventions strategies for struggling learners
    - Consult with division staff regarding best practices for instruction of students with disabilities
    - Maintain strict confidentiality regarding student health and academic records
    - Establish and maintain professional and collaborative relationships with educational staff, parents, students, and community members and functions as an effective member of the educational team.
    - Make efforts to attend individual student meetings regarding child study, IEP meetings, triennial reviews, etc., and provide input regarding the individual needs of the student.

Payments: AIS acknowledges that District requires billing for services provided to be per hour, and District agrees that the rate of reimbursement for the service/s provided will be that of $95.00 an hour portal to portal, to include in-District, virtual or a hybrid of the two. 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.

Addendum C – Interpreting Services

The services rendered by Allied Instructional Services will be that of Deaf/Hard of Hearing Services (Interpreter Services) provided by a State Qualified Interpreter.

The services may include but are not limited to:

- Adhere to educational programming as governed by the student's Individualized Education Program (IEP)
- Assess the sign communication needs of the student and provide direct interpreting services to students who are deaf/hard of hearing in an effective and appropriate manner and in the target mode established by the student
- Establish and maintain professional and collaborative relationships with educational staff, parents, students, and community members and function as an effective member of the educational team
- Demonstrate professional judgment in all assignments and exhibit comprehensive and functional knowledge of the RID Code of Ethics/Professional Code of Conduct
- Maintain a professional appearance and demonstrate behavior that is conducive to a professional setting
- Collaborate with team members to ensure that appropriate equipment and technology are functional and available to support the needs of the student (assistive hearing devices, closed captioning, etc.)
- Maintain effective communication with all key members of the educational team in order to support the communication needs of the student
- Make efforts to attend individual student meetings regarding child study, IEP meetings, triennial reviews, etc. and provide input regarding the individual communication needs of the student
- Obtain/Maintain credentials in accordance with state regulations and provide verification of credentials as required
- Adhering to pertinent laws, regulations, and policies as they relate to the assignment.

Payments: AIS acknowledges that District requires billing for services provided to be per hour, and District agrees that the rate of reimbursement for the service/s provided will be that of $60.00 an hour portal to portal, to include in-District, virtual or a hybrid of the two. 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.

Addendum D – Speech Language Pathology Assistants

Scope of Services:
The services rendered by Allied Instructional Services will be that of a speech language pathologist assistant: The services may include but are not limited to:

- Self-identify as SLPAs to families, students, patients, clients, staff, and others. This may be done verbally, in writing, and/or with titles on name badges.
- Exhibiting compliance with federal, state, and local regulations including: The Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy Act (FERPA); reimbursement requirements; and state statutes and rules regarding SLPA education, training, and scope of practice. (ASHA SLPA Scope of Practice)
- Assist the SLP with speech, language, and hearing screenings without clinical interpretation.
- Assist the SLP during assessment of students, patients, and clients exclusive of administration and/or interpretation.
- Assist the SLP with bilingual translation, if bilingual, during screening and assessment activities exclusive of interpretation; refer to Issues in Ethics: Cultural and Linguistic Competence (ASHA 2017).
- Follow documented treatment plans or protocols developed by the supervising SLP.
- Document student, patient, and client performance (e.g., tallying data for the SLP to use; preparing charts, records, and graphs) and report this information to the supervising SLP.
- Program and provide instruction in the use of augmentative and alternative communication devices.
- Demonstrate or share information with patients, families, and staff regarding feeding strategies developed and directed by the SLP.
- Assist with clerical duties and site operations (e.g., scheduling, recordkeeping, filing, locating documents required by the SLP)
- Perform activities for each session that are routine and do not require professional judgment, in accordance with a plan developed and directed by the speech-language pathologist who retains the professional responsibility for the client.

Payments: AIS acknowledges that Division requires billing for services provided to be per hour, and Division agrees that the rate of reimbursement for the above service/s provided will be that of $55.00 an hour portal to portal, to include in-division, 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.) will be that of $40.00 an hour.

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INFO ONLY

CONTRACT FOR SERVICES
between
Suwannee County School Board
and
Allied Instructional Services

THIS AGREEMENT is made and entered into on 04/25/2023, 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 Board, 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. **Term:** This contract shall be effective on July 1, 2023 and shall continue in full force until June 30, 2024.

3. **Services to be Provided:** District hereby engages AIS for the provision of the services described in this agreement Addendums A - D and AIS agrees to arrange for 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 its duties 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.

   District shall pay AIS as described in Addendums A - D 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.

   AIS covenants and agrees that it shall take one of the two following actions within seven (7) days after receipt of any amounts paid to AIS by the District for work performed by a subcontractor under the Agreement:

   a) pay any contractor for its proportionate share of the total payment received from the District attributable to the work under the Agreement performed by such subcontractor, or

   b) notify the District and the contractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefore.

   AIS agrees to provide its federal employer identification number or social security number, as applicable, as a condition precedent to the District being required to make any payment to AIS under the Agreement.

   AIS agrees to pay interest at the legal rate or such other rate as may be agreed to in writing by the contractor and AIS on all amounts owed by AIS that remain unpaid after seven (7) days following receipt by AIS of payment from the District for work performed by the contractor in furtherance of AIS meeting its obligations to the District, except for amounts withheld pursuant

to the provisions above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

4. 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 and contractors will treat this information as confidential and agree not to disclose it to any third person in accordance with applicable law.

   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.

   School District will allow reasonable time for completion of work outside of IEP service delivery time.

   It is understood that it is the responsibility of the District to notify AIS in a timely manner of any requests for meeting attendance, or completion of evaluations, assessments, or reports, in order to allow a reasonable amount of time for completion and scheduling.

   Contractors placed by AIS 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 contractor providing the services to the student.

5. **Discounts:** AIS agrees to waive portal charges when a contractor is contracted to District for 35 or more hours of work within the school District in one week.

6. **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.

7. **Replacement Fee:** Should District opt to offer employment to, hire directly or indirectly or otherwise contract with (1) a contractor placed by AIS to provide services to the District under this agreement, (2) any other potential contractor contacted by AIS and identified to the District, or (3) a previous contractor placed by AIS in the 12 months preceding such offer, 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 contractor.

8. **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.

9. **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 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 contractors placed by AIS 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 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.

10. **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 also 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.

11. **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 agents or contractors placed by AIS 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 only to the extent allowable by Florida law, as District does not wave its sovereign immunity. 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.

12. **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.

13. **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.

14. **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 theparties.

15. **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 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.

16. **Confidentiality:** AIS and its agents and employees will keep all information related to the District's students confidential and will not disclose such information to third parties for any purpose without the prior written approval of the District. AIS will return all copies of such student confidential information to the District upon termination of this Agreement. AIS further agrees to cause any contractor placed with the District to execute an agreement containing substantially similar confidentiality obligations.

17. **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).

        i. 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.

        ii. 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.

        iii. 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 Enforcement to maintain the fingerprints provided with respect to AIS and its personnel.

        iv. 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.

18. **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.

19. **Public Records**

a. **IF AIS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AIS 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.**

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 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.

20. E-Verify. Effective July 1, 2020

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

B. Subcontractors

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

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

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

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

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

INFO ONLY

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 Board

_____/_____
Administrator Signature Date

Ted L. Roush, Superintendent of Schools

Administrator's Name/Title

_____
Chairperson, Suwannee County School Board

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

Allied Instructional Services, LLC
PO Box 2214
Ashland, VA 23005
Phone: 804-368-8475
Fax: 804-368-8467

Addendum A – Vision, O&M, DHH, PT, OT, SLP and AT 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
Assistive Technology Assessment and Consulting	Certified itinerant teacher or licensed therapist and/or with a certificate in Assistive Technology
Vision Specific Technology Assessments	CATIS Certified
Evaluations	Certified itinerant teacher, licensed therapist, and/or certified evaluator
Speech and Language Pathologist	Licensed by the Board of Audiology and Speech Language Pathology; Certified ASHA
Braille Transcription	Material adaptation by certified Braille Transcriptionist

Scope of Services:
The services may include but are not limited to:

- Direct or consultative services as governed by student's Individualized Education Programs (I.E.P.s.)
- Assessing students using appropriate instrument of educational measurement
- Obtaining appropriate materials, technology, and equipment 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.
- 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.

New Language

Payments: AIS acknowledges that District requires billing for services provided to be per hour, and District agrees that the rate of reimbursement for the service/s provided will be that of $72.00 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.

Addendum B – Psychological Services

New Language

Scope of Services:
The services may include but are not limited to:

- Develop and integrate school-wide programming to promote social–emotional and mental wellness for all students based on the needs of the school community.
- Deliver professional development to school staff and families on a range of topics, such as trauma informed practices, mental health first aid, crisis prevention, suicide prevention, effective discipline, and behavior management.
- Help schools conduct comprehensive needs assessments to develop strategies to address attendance, poverty, trauma, violence, and other barriers to learning.
- Enhance coordination and alignment of efforts to improve school safety, including crisis prevention, intervention, and response.
- Design, implement, and evaluate a comprehensive range of interventions for students at risk for academic, social–emotional, or mental and behavioral health concerns.
- Provide mental and behavioral health services for individual students and groups of students, including the delivery of individual and small group counseling and direct instruction in social skills.
- Support school-wide efforts to facilitate student progress toward measurable goals through data collection, progress monitoring, and data interpretation.
- Support divisions and school leadership teams by effectively integrating and interpreting of multiple data sources to aid in decision making.
- Conduct culturally competent psychoeducational evaluations to assess abilities, skills, and social/emotional functioning of students suspected of having a disability.
- Conduct functional behavioral assessments and assist in the development of behavior plans.
- Work collaboratively with teachers in delivering effective differentiation strategies for students with diverse needs.
- Collaborate with teachers and school leaders to implement universal, targeted, and intensive academic and behavioral support programs using evidence-based practices.
- Facilitate collaboration and coordination between school and community providers to ensure access to wraparound supports for students with the most significant needs.
- Some services may be completed by an Educational Diagnostician:
    - Conduct educational evaluations to assess educational achievement of students suspected of having a disability.
    - Make recommendations for interventions strategies for struggling learners
    - Consult with division staff regarding best practices for instruction of students with disabilities
    - Maintain strict confidentiality regarding student health and academic records
    - Establish and maintain professional and collaborative relationships with educational staff, parents, students, and community members and functions as an effective member of the educational team.
    - Make efforts to attend individual student meetings regarding child study, IEP meetings, triennial reviews, etc., and provide input regarding the individual needs of the student.

Payments: AIS acknowledges that District requires billing for services provided to be per hour, and District agrees that the rate of reimbursement for the service/s provided will be that of $95.00 an hour portal to portal, to include in-District, virtual or a hybrid of the two. 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.

Addendum C – Interpreting Services

The services rendered by Allied Instructional Services will be that of Deaf/Hard of Hearing Services (Interpreter Services) provided by a State Qualified Interpreter.

The services may include but are not limited to:

- Adhere to educational programming as governed by the student's Individualized Education Program (IEP)
- Assess the sign communication needs of the student and provide direct interpreting services to students who are deaf/hard of hearing in an effective and appropriate manner and in the target mode established by the student
- Establish and maintain professional and collaborative relationships with educational staff, parents, students, and community members and function as an effective member of the educational team
- Demonstrate professional judgment in all assignments and exhibit comprehensive and functional knowledge of the RID Code of Ethics/Professional Code of Conduct
- Maintain a professional appearance and demonstrate behavior that is conducive to a professional setting
- Collaborate with team members to ensure that appropriate equipment and technology are functional and available to support the needs of the student (assistive hearing devices, closed captioning, etc.)
- Maintain effective communication with all key members of the educational team in order to support the communication needs of the student
- Make efforts to attend individual student meetings regarding child study, IEP meetings, triennial reviews, etc. and provide input regarding the individual communication needs of the student
- Obtain/Maintain credentials in accordance with state regulations and provide verification of credentials as required
- Adhering to pertinent laws, regulations, and policies as they relate to the assignment.

Payments: AIS acknowledges that District requires billing for services provided to be per hour, and District agrees that the rate of reimbursement for the service/s provided will be that of $60.00 an hour portal to portal, to include in-District, virtual or a hybrid of the two. 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.

New Language

Addendum D – Speech Language Pathology Assistants

Scope of Services:
The services rendered by Allied Instructional Services will be that of a speech language pathologist assistant: The services may include but are not limited to:

- Self-identify as SLPAs to families, students, patients, clients, staff, and others. This may be done verbally, in writing, and/or with titles on name badges.
- Exhibiting compliance with federal, state, and local regulations including: The Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy Act (FERPA); reimbursement requirements; and state statutes and rules regarding SLPA education, training, and scope of practice. (ASHA SLPA Scope of Practice)
- Assist the SLP with speech, language, and hearing screenings without clinical interpretation.
- Assist the SLP during assessment of students, patients, and clients exclusive of administration and/or interpretation.
- Assist the SLP with bilingual translation, if bilingual, during screening and assessment activities exclusive of interpretation; refer to Issues in Ethics: Cultural and Linguistic Competence (ASHA 2017).
- Follow documented treatment plans or protocols developed by the supervising SLP.
- Document student, patient, and client performance (e.g., tallying data for the SLP to use; preparing charts, records, and graphs) and report this information to the supervising SLP.
- Program and provide instruction in the use of augmentative and alternative communication devices.
- Demonstrate or share information with patients, families, and staff regarding feeding strategies developed and directed by the SLP.
- Assist with clerical duties and site operations (e.g., scheduling, recordkeeping, filing, locating documents required by the SLP)
- Perform activities for each session that are routine and do not require professional judgment, in accordance with a plan developed and directed by the speech-language pathologist who retains the professional responsibility for the client.

Payments: AIS acknowledges that Division requires billing for services provided to be per hour, and Division agrees that the rate of reimbursement for the above service/s provided will be that of $55.00 an hour portal to portal, to include in-division, 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.) will be that of $40.00 an hour.

SUWANNEE COUNTY SCHOOL BOARD
Human Resources Transactions
April 25, 2023

TO: District School Board of Suwannee County

FROM: Ted L. Roush
Ted L. Roush, Superintendent of Schools

Pursuant to Section 1012.27 (1A) (1B), Florida Statutes, I hereby submit the following written personnel recommendations.

RECOMMENDATIONS FOR THE 2022-2023 SCHOOL YEAR:

RETIREMENT: ADMINISTRATIVE:

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

RECOMMENDATIONS: ADMINISTRATIVE:

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

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

TERMINATION: INSTRUCTIONAL:

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

RETIREMENT: INSTRUCTIONAL:

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

RECOMMENDATIONS: INSTRUCTIONAL:

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

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

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

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

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

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

Tommy Taylor, Teacher, effective April 28, 2023

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

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

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

SUSPENSION:

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

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

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

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

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

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

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

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

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

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

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

Maritza Torres, Paraprofessional, effective June 1, 2023

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

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

TRANSFER/REASSIGNMENT:

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

SUPPLEMENTARY:

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

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

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

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

CAREER AND TECHNICAL EDUCATION

Jessica Cabrera	Night Time CASAS Test Administrator

MISCELLANEOUS:

District Wide:

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

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

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

Wanda Hawkins
Hanna Moreno

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

Transportation:

Approval for Deborah McFadden to work additional hours as needed

SUBSTITUTES:

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

VOLUNTEERS:

BES	Serena Adams	Clubs
BES	Alessandra Ardilla	Field Trips
BES	Jacob Avery	Classroom, Field Trips
BES	Lauren Avery	Classroom, Field Trips
BHS/BES	Jenifer Avinon	Field Trips
BES	Amber Baldwin	Field Trips
BHS	Paula Bales	Field Trips
SSE	Ashley Black	Field Trips
SSE	Brenda Blanton	Field Trips
SSE	William Blanton	Field Trips
BES	Alan Bonnell	Classroom, Field Trips
BHS/BES	Michael Bower	Field Trips

BES	Matthew Bradow	Classroom, Field Trips
SSE	Lashanda Campbell	Field Trips
BES	Nicolette Chastain	APT/Advisory, Classroom, Field Trips, Clubs
BHS	Amanda Colon	Field Trips
BHS	Tracy Combee	Field Trips
BES	Breanna Copeland	Classroom, Field Trips
BES	William Copeland	Field Trips
BHS/BES	Candise Courtemanche	Classroom, Field Trips
BHS/BES	Daniel Courtemanche	Classroom, Field Trips
SPE	Sheri Crews	Classroom
BHS	Miranda Danzeisen	APT/Advisory, Classroom, Field Trips
BHS	Roy Dees	Softball
BES	Samantha Ferguson	Field Trips
BES	Summer Forsyth	Classroom, Field Trips, Clubs
BES	Cindy Gaylord	Field Trips
BHS	Hannah George	Field Trips
BES	Kathy Goetzman	Field Trips
SSE	Kegan Grantham	Field Trips
BHS	Robert Griffith	Field Trips, Clubs
BES	Lisa Handy	Field Trips
BES/BHS	Jennifer Hayes	Classroom, Field Trips, Clubs
BES	Jeanine Hickey	Classroom, Field Trips, Clubs
BHS/BES	Jed Humphries	Field Trips
SSE	Sheila Jenkins	Classroom, Field Trips
SMS/SHS	Erin Jones	FFA
BES	Miranda Jones	Field Trips
BES	Kayslynn Kersey	Classroom, Field Trips
SSE	Christopher Knowles	Field Trips
BHS/BES	Kathleen Leach	Field Trips
SSE	Leidys Llanes	Field Trips
SPE	Annette Lopez	Field Trips
BHS/BES	Amanda Martin	Field Trips
BES	Bobbie Necessary	Field Trips
BES	Austin Parr	Field Trips
SPE	Tarra Piet	Classroom, Field Trips
SSE	Kathie Railey	Classroom, Field Trips
BHS	Ellison Roberts	Field Trips
SMS	Jordan Roberts	Softball
BES	Jacquelline Sandoval	Field Trips
BHS/BES	Cheri Sexton	Field Trips
BHS/BES	Steven Sexton	Field Trips
BES	Kelly Skawienski	Field Trips
BHS/BES	Sarah Thermodson	Classroom, Field Trips, Clubs
BHS/BES	Serina Tindell	Classroom, Field Trips
SPE	Jessica Travioli	Classroom, Field Trips
BES	Benjamin Trice	Field Trips
BES/BHS	Kristina Trice	APT/Advisory, Classroom, Field Trips
BHS	Brittney Walker	Field Trips

BES	Roseanne Weeks	Classroom, Field Trips
BHS	Ty Williams	Classroom, Field Trips
SSE	Leigh Wood	Field Trips

End of List
2022-2023
School Year

CONTRACT RECOMMENDATIONS FOR THE 2023-2024 SCHOOL YEAR:

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

ADMINISTRATIVE CONTRACTS:

	TERM
Jennifer Barrs	12
Michael Braun	12
William Brothers	12
Marsha Brown	12
Ethan Butts	12
Gary Caldwell	12
Jimmy Cherry II	12
Leigh Fernald	12
Ronald Gray	12
Angel Hill	12
Malcolm Hines	12
Michele Howard	11
Elizabeth Johnston	12
*Audrey Marshall	12
Natasha Pittman	12
Kecia Robinson	12
Keith Stavig	12
Angelia Stuckey	12
Katrina Walker-Bius	12
Kelly Waters	12
Jimmy Wilkerson	12
Joshua Williams	12
Kelli Williams	12

**Administrative 3 Year Contract*

SCHOOL ADMINISTRATORS:

Melinda Ahrens	12
Jennifer Beach	12
Amy Boggus	12

Stephenie Busch	12
Keith Cherry	12
Brooke Cox-Knowles	12
Perry Davis	12
Cara Disken	12
Lisa Garbett	12
Lisa Garrison	12
Traci Green	12
*Terry Huddleston	12
Mary Keen	12
Kevin Lewis	12
Carl Manna	12
Deidre McManaway	12
Mileydi Perez	12
Marsha Tedder	12
Julia Ulmer	12
Laura Williams	12

**Administrative 3 Year Contract*

ANNUAL INSTRUCTIONAL CONTRACTS:

Branford Elementary School:	Term
April Barnes	10
Emily Blackmon	10
Kristen Boston	10
Crystal Brown	10
Lyndsey Browning	10
Tiffany Cochran	10
Lynsee Dicks	10
Lisa Flowers	10
Kimberley Garrett	10
Jacqueline Glover	10
Timothy Grinstead	10
Melinda Hawthorne	10
Amanda Hayes	10
Tina Hayes	10
Mandi Howard	10
Victoria Jenson	10
Priscilla Jones	10
Charlena Lori Land	10
Jessica Nipper	10
Katee O'Quinn	10
Skyler Phillips	10
Jennifer Richer	10
Amy Townsend	10
Miranda Walker	10
Kimberly Williams	10
Margaret Williams	11

Branford High School:

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

RIVEROAK Technical College:

William Blackmon	10
Olivia Bruening	10
Suzanne Depew	12
Cynthia Frye	10
Robin Hall	12
William Hill	10
LaDonna Holmes	10
Catherine Maxwell	10
Brayden Mercer	10
John Sinclair	10
Patricia Sullivan	10

Maria Toledo-Garcia	10
Jeremy Ulmer	10
Student Services:	
Michelle Adams	10
Crystal Bryan	10
Susan Burch	10
Dee Dee Cathcart	10
Chelsey Chaney	10
Deborah Godbold	12
Abigail Hill	11
Kelly Jackson	10
Holly Marsee	10
Bridget McLaughlin	12
Audrey Peake	10
Lisa Pennington	11
Alyssa Sullivan	10
Stacie Swartz	10
Sheila Watson	10
Suwannee High School:	
Frank Allen	12
Leanna Baldwin-Beartree	10
Travis Bass	10
Kary Black	10
Allison Brown	10
Justin Bruce	10
Vicki Bryan	10
Brian Bullock	10
Steven Carney	10
Isaac Chandler	10
Buddy Coleman	12
Deborah Coleman	12
Darrell Curls	10
Patrick Dawson	12
Sherry Dean	10
Destiny Denson	10
Joseph Gaddy	10
Michelle Glenn	10
Alexander Gonzalez	10
Elisa Hall	10
Kyler Hall	10
Leah Harrell	11
Jay Jolicoeur	10
Debra Kleinsmith	12
Marisley Leal	10
Daniel Marsee	10
Patriece Matthews	10

Cletia McCullers	10
Clayton McPeak	11
Stephen D. Morgan	10
Christina Mosteller	10
Leslie Munden	11
Donna Jean Riegel	10
Benjamin Thomas	10
Barrinesha Washington	10
Jenny White	10
Kaitlyn White	10
Noah White	10
Cheryl Wood	10

Suwannee Middle School:

Kathryn Bower	10
Andrew Chapman	10
Alyssa Hahn	10
Darace Hahn	10
Brandy Hart	10
Brantly Helvenston	10
Cristina Herrington	10
Hannah Hicks	10
Jennifer Hitt	10
Logan Hurst	10
Deadre Jolicoeur	10
Samantha Land	10
Jazmine Marrero Guerra	10
Cody Menhennett	10
Jennifer Neely	10
Tammy Neil	10
Fred O'Quinn	10
Robert Phillips	10
Stacey Politano	10
Susan Ratliff	10
Daniel Skelly	10
Jared Smith	10
Tiffany Smith	10
Phoebe Solek	10
Airalisha Sowells	10
Seth Stebbins	10
Lorena Urban	10
Elizabeth Vann	10
Kayla Williamson	10

Suwannee Opportunity School:

Brandy Allen	10
Chantal Gustavson	10
Lorri Mercer	10

Keifer Thompson	10
Tracy Wallace	10

Suwannee Pineview Elementary-Innovation:

Tammy Atkinson	10
Kaycie Blanton	10
Livesay Boggus	10
Kimberly Buchanan	10
Chelsea Burgess	10
April Crawford	10
McKenzie Dalton	10
Julia Davidson	10
Janet Diaz	10
Tamara Felton	10
Krystal Fletcher	10
Susan Helvenston	10
Stacia Hewett	10
Nikolas Hurst	10
Ellena Huston	10
Ciera Keen	10
Amanda Law	10
Keeley Messer	10
Rhonda Moore	10
Susan M. Mowry	10
Sean Oliver	10
Meri Robinson	10
Courtney Sasso	10
Tralene Sasso	10
Kathryn Terry	10
Samantha Torrese	10
Sara Voss	10

Suwannee Riverside Elementary-Arts:

Katrina Armstead	10
Jennifer Baker	10
Amanda Bartley-Ramirez	10
Summer Bell	10
Melissa Bozeman	10
Kimberly Bulaskas	10
Jamie Cato	10
Cheri Copeland	10
Krystal Cundiff	10
Kiara Davis	10
Rosa Davis	10
Laura Ferguson	10
Abby Fleming	10
Tammy Flowers	10
Danielle Gay	10

Diane Hale	10
Nicole Hammock	10
Rhoshonda Herring	10
Mallory Jackson	10
Patrick Jernigan	10
Shannon Jernigan	10
Michelle Jessup	10
Hanna Moreno	10
Charis Parker	10
Kelly Parker	10
Takesha Patrick	10
Cara Peppers	10
Elizabeth Rang	10
Kelli Roberts	11
Adrienne Taylor	10
Brittany Thomas	10
Jennifer Turner	10
Joanne Wimberley	10
Lawanna Zimmerman	10

Suwannee Springcrest Elementary-Leadership:

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

Suwannee Virtual School:

Jeffry Boatright	10
Danielle Ovando	10
Melanie Roberts	10

PROFESSIONAL SERVICE CONTRACT (Renewal):

Branford Elementary School:

Amy Allen	10
Kimberly D. Cannon	10
Melissa Mapp Francisco	10
Melissa Holtzclaw	10
Traci Kirby	10
Julie Klecka	10
Stephanie Knighton	10
Vera L. Knighton	10
Susan Mackin	10
Denah F. Phillips	10
Lindsey Ramsey	10
Carla Suggs	10
Wynette L. Sumner	10
Jennifer Winnett	10

Branford High School:

Bethany Byrd	10
Pamela Cassube	10
Eleanor Coker	10
Julianna H. Dees	10
Lawanna Gaylard	10
Amanda R. Johnson	10
Karen Y. Koon	10
Stefani M. Santos	10
Janet Denise Stewart	10
Linda S. Whitley	10
Stacy Young	12

RIVEROAK Technical College:

William Ragan	10

Student Services:

Patricia E. Brantley	11
Jessica Johnson	10
Melissa N. McKire	10
Tina Roush	10
Rowna Valin	10
Virginia L. Weaver	11
Tamara Williams	11

Suwannee High School:

Harrison Ambrose	10
Nancy Aul	10
Neena Brown-Thomas	10
Tamara Burt	10
Benita Diggs	10
Jimmie Green	10
Amy C. Hendry	10
Cindi Hiers	11
Paula McMillan	10
Lindy Meeks	10
Darlene Rice	10
Abigail Rodriguez	10
Michelle Thompson	10
Kimberly Tuvell	10
Cindy Wiggins	12
Vernon Wiggins	10
Karen K. Williams	11
Pamela P. Williams	10
Damon L. Wooley	10

Suwannee Middle School:

Alan R. Bonds	10
Robyn Bonds	10
Jennifer Byrd	10
Annette B. Chauncey	10
Heather Dean	10
Rhonda Furry	10
Lisa W. Gray	10
Hetti J. Harry	10
Misty Shawn Herring	11
Angela Hicks	10
Deanna Horton	10
Nicole Jackson	11
Christina McCullers	10
Tammie McKay	10
Holly McMillan	10
Ona M. Robertson	10
Stephanie B. Sampson	10
Brad Scarborough	10
Canary S. Stephens	10

Suwannee Opportunity School:

Mary Johnson	10

Suwannee Pineview Elementary-Innovation:

Evelyn Arnold	10
Matthew Campbell	10

Rebecca L. Carter	10
Kristy D. Chauncey	10
Kimberly Hudson	10
Connie N. Leavitt	10
Marjerian Lewis	10
Joyce D. McIntosh	10
Tamara Michal	10
Laura Katherine Roberts	10
Kimberly M. Thomas	10
Shannon White	10
Amy Williams	10
Ashlee Wooley	10

Suwannee Riverside Elementary-Arts:

Lauren Belcher	10
Marcia Boatright	10
Rhoda J. Crews	10
Kelly Driggers	10
Robyne Edwards	10
Leigh Ann Fountain	10
April Frye	10
Staci Greaves	10
April Greene	10
Kimberly M. Mott	10
Mandy F. Ramsey	10
Stacey L. Skierski	10
Michele Turman	10
Kimberly Warren	10

Suwannee Springcrest Elementary-Leadership:

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

Suwannee Virtual School:

Jennifer Campbell	10
Jean Eckhoff	10

End of School Year
2023 - 2024
School Year

Suwannee County School District



CTE Certification Procedural Manual

Updated 4/12/23

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Overview

This manual provides direction for compliance with School Board Policy and the selection of qualified teachers for adult and career and technical education programs, and other non-certified areas.

All teachers must comply with the certification of Suwannee County School District's employment process. Therefore, the district has designed these operating procedures that accommodate the needs of industry and academic demands.

Where the manual exceeds Florida Statute 1012.39 and State Board Rule 6A-1.0502, the Superintendent may make exceptions for extraordinary circumstances governing the qualifications of a certification candidate.

Certification Contacts

Jennifer Barrs
Assistant Superintendent of Instruction
386-647-4635
jennifer.barrs@suwannee.k12.fl.us

Haley Radford
Administrative Assistant, Teacher Certification Contact
386-647-4627
haley.radford@suwannee.k12.fl.us

Introduction

The School Board of Suwannee County authorizes issuance of School District Certificates through the District's Certification Office to full time and part-time non-degreed career and technical education teachers. Each District issued certificate shall bear an effective date of July 1 of the school fiscal year. The teaching certificate is valid for teaching in Suwannee County School District and is not transferable to another district or state.

Complete information on the certification for each teacher classification is included in this manual.

Teacher Classification	Level and Type of Courses Taught by Teacher	Teacher Eligibility for Required Certification
Adult Education	Adult Basic Education, Adult Education Applied Academics (AAAE), General Education Development (GED), and adult English for Speakers of Other Languages (ESOL)	Both full-time and part-time teachers must hold a Bachelor's or higher degree from an accredited institution.
Career and Technical Education – FLDOE Certified	Secondary and postsecondary career and technical education courses at middle school, high school, and/or technical college	Full-time teachers must hold a valid FLDOE certificate or Statement of Eligibility in a degreed career and technical education subject. Teachers must hold a current industry certification or licensure for program/course assigned to teach.
Career and Technical Education – District Certified	Secondary and postsecondary career and technical education courses at middle school, high school, and/or technical college	Full-time teachers must demonstrate eligibility for District certification as referenced in this manual. If the assignment is part-time, teachers must demonstrate eligibility for a District part-time certification as referenced in the manual. Both full-time and part-time teachers must hold a current industry certification or licensure for program/course assigned to teach.
No Certificate Required for Teachers in these Courses – Credentials Needed to Verify Expertise		
Workforce Education	Customized closed enrollment classes with a contract designed for a specific objective for a business or industry client	Courses taught in one of these three classifications, continuing workforce education, continuing education, and personal interest do not require the teacher to possess a District or State issued teaching certificate. Teachers assigned to teach these types of courses must be qualified and may possess a license, registration or credential in the skill or activity. It is the responsibility of the school administrator to verify the teacher is qualified to teach the content.
Continuing Education	Open/closed enrollment courses are designed to keep individuals up to date on the latest practices, techniques, certifications and skills to hone their knowledge in preparation for professional testing, to support career advancement, or improve success in their current occupation	
Personal Interest/community education	Open enrollment courses provided to the public. These courses are designed to enrich an individual's personal life, interest or hobbies	

Teacher Selection Process for Employing Career, Technical and Adult Education Teachers

1. School vacancy exists where academic, adult, non-degreed or degreed career and technical education certification is appropriate as defined in the Course Code Directory from the Florida Department of Education. (http://www.fldoe.org/policy/articulation/ccd/)

2. School administrator reviews the FLDOE curriculum frameworks for the program, Course Code Directory, and Industry Certification Table for career and technical education positions to determine certification required.

3. School advertises vacancy in Suwannee County School District's Applitrak System and includes the requirements for the applicant:
    - Years of Work Experience for non-degreed positions District Certified
    - Industry Certification or Licensure for non-degreed positions District Certified
    - Teacher Certification

4. Candidate reviews vacancy listing at https://www.applitrack.com/suwannee/onlineapp/default.aspx and creates a profile. To be considered for the vacancy, the candidates must complete and submit the application.

5. School administrator reviews eligible candidates that have applied to vacancy posting and completes a final reference check for those selected for an interview.

6. School administrator informs candidates they are being selected for review, schedules a date and time for the interview (for non-degreed District candidates)- asks the candidates to bring notarized letters documenting occupational experience verification, industry license/certification, official transcripts, or FLDOE Statement of Eligibility (for degreed candidates) as applicable for the position.

7. School administration, along with interview committee, interviews and selects the most qualified candidate. Once approved by the Superintendent, the successful candidate must complete the District Certification Application and schedule an appointment with certification for payment, processing and evaluation of certification standing. Academic full-time candidates should already hold a valid Statement of Eligibility from the Florida Department of Education (www.fldoe.org).

8. District Certification office reviews the submitted documents and notifies the Director of CTE for approval. Once approved, Human Resources will begin the on-boarding process.

Academic Adult Education Teachers

Academic Adult teachers may be assigned to teach adult learners in the following areas:

Adult Basic Education (ABE)
General Education Development (GED)
English for Speakers of Other Languages (ESOL)
Applied Academics for Adult Education (AAAE)

Teachers of high school credit courses must hold the appropriate State issued academic certification for the course(s) they are assigned to teach as listed in the Florida Course Code Directory.

Procedures for Certifying Academic Adult Education Teachers (Full-Time and Part-Time)

Eligibility for Full-Time and Part-Time Positions

Teachers of adult basic education may be non-certificated if they hold a Bachelor's or higher degree from an accredited institution as specified in FAC 6A-4.003. Part time is defined as no more than one hundred sixty (160) clock hours during a fiscal year.

Procedures for Certifying Career and Technical Education (CTE) Teachers

Eligibility for Full-time Positions-Florida Department of Education State Certification

Teachers may be considered for full-time CTE positions if they are currently State certified, or are eligible for a temporary State certificate in an appropriate degreed vocational subject area as listed in the State Curriculum Frameworks, and hold a Bachelor's or higher degree from an accredited institution as specified in FAC 6A-4.003.

Eligibility for Full-time Positions-District Issued Teacher Certification

Teachers may be considered for full-time CTE positions if they currently hold or are eligible for a District certificate in an appropriate non-degreed career and technical subject area as listed in the State Curriculum Frameworks. If not currently certified, the candidate may apply for a District Certificate if he/she meets the following:

- documentation of six (6) years of full-time occupational experience in the non-degreed certification area applied for, which is appropriate for the assignment as listed in the State Frameworks. To meet regency requirements, a minimum of six weeks of this experience must have been gained within the past five years, **and**
- documentation of industry certification when state or national industry certifications are available and applicable as specified in Florida Statute 1012.39 **OR**
- documentation of two (2) years of full-time occupational experience in the non-degreed certification area applied for, which is appropriate for the assignment as listed in the State Frameworks. To meet regency requirements, a minimum of six weeks of this experience must have been gained within the past five years, in combination with one of the options listed below:

1. Bachelor's or higher degree completed at an accredited institution as specified in Rule 6A-4.003, FAC, with an undergraduate or graduate degree major related to the instructional assignment; **or**
2. Thirty-six (36) semester hours of college credit earned at an accredited institution as specified in Rule 6A-4.003, in skills or theory courses related to the instructional assignment; **or**
3. An AA or AS degree in the area applied for from an accredited institution. **or**
4. Successful completion of a training program specific to the area of assignment and completed at a postsecondary institution approved by the State Board for Vocational Education in the state where the institution is located; **or**
5. A valid certificate, registration, or license which was issued by a recognized state or national credentialing agency in an area specific to the area of assignment. The list of appropriate credentials and the recognized credentialing agencies which is compiled and published July 1 of each school fiscal year by the director of the Division of Workforce Development shall be used to determine the appropriate credential; **or**
6. A certificate of completion of an apprenticeship as established by the United States Department of Labor, the Florida Department of Labor, or any state's apprenticeship department which is specific to the area of assignment; **or**

7. Thirty (30) semester hours of college credit; **or**

8. Have the applicant's occupational competency endorsed by a written statement signed by the school administrator and the chairperson of the Occupational Advisory Committee; **or**

9. Possess the minimum requirements for programs approved by sponsoring agencies if the program is accredited by a sponsoring agency or requires a credential, e.g., license, certificate, registration in accordance with Florida Statutes, **AND**

10. Documentation of industry certification when state or national industry certifications are available and applicable as specified in Florida Statute 1012.39.

Initial Certifications Career and Technical Education (CTE) Teacher (Full-Time and Part-Time, Degreed)

Candidates for full-time degreed Career and Technical Education positions must hold a valid State of Florida teaching certificate or valid Statement of Eligibility (SOE). The subject area must be appropriate for the teaching position as listed in the State Curriculum Frameworks. If necessary, an application should be completed on line with the Florida Department of Education (DOE), at www.fldoe.org. Eligibility will be determined by appropriate test scores and official transcripts displaying a minimum of a Bachelor's degree. The degree must have been completed at an accredited institution as specified in FAC 6A-4.003.

A temporary non-renewable State certificate will be issued to eligible full-time teachers by DOE. This temporary certificate is valid for three school years. A Statement of Eligibility will list the requirements to be completed in order to earn a five-year professional State certificate. These requirements may include course work or completion of the district Professional Development Certification Program (PDCP) and exams. At the time the application is submitted to DOE, if the candidate is determined eligible for the professional DOE certificate, a five-year professional certificate will be issued. This professional DOE certificate is valid five school years and may be renewed if renewal requirements are met.

ESOL Requirement
Complete 18 inservice points in English as a Second Language (ESOL) required **during first year of hire.**

Initial Certifications Career and Technical Education (CTE) Teacher (Full-Time and Part-Time, Non-degreed)

Candidates for full-time non-degreed Career and Technical Education positions must meet eligibility requirements for a District issued certificate. Occupational experience must be appropriate for the subject area applied for. The specific subject areas are listed in the State Curriculum Frameworks. An application should be submitted to the District office along with the required documentation of experience, licensure, credential(s), official transcripts (if appropriate) and appropriate fee.

A temporary non-renewable District certificate will be issued to eligible full-time teachers employed in a position where this certificate is appropriate. The temporary certificate is valid for three school years. A Statement of Eligibility issued by the District will list the requirements to be completed in order to earn a five-year professional District certificate. Requirements may include course work (Appendix A) or completion of the district CTE New Teacher Induction Program. See section **Professional Certification Preparation Requirements District Certified Teacher** for the requirements to convert a temporary district certificate to a professional district certificate.

ESOL Requirement
Complete 18 inservice points in English as a Second Language (ESOL) required **during first year of hire.**

Workforce Education, Continuing Education and Personal Interest Teachers

Courses taught in one of these three classifications, continuing workforce education, continuing education, and personal interest do not require the teacher to possess a district or state issued teaching certificate. Teachers assigned to teach these types of courses must be qualified and may possess a license, registration or credential in the skill or activity. It is the responsibility of the school administrator to verify the teacher is qualified to teach the content.

Examples of courses that fall in these categories are:

1. Workforce Education. Customized closed enrollment classes with a contract designed for a specific objective for a business or industry client.

2. Continuing Education. These courses are designed to keep individuals up to date on the latest practices, techniques, certifications and skills to hone their knowledge in preparation for profession testing, to support career advancement or improve success in their current occupation.

3. Personal Interest. Open enrollment courses provide to the public. These courses are designed to enrich an individual's personal life, interest or hobbies.

Professional Certification Preparation Requirements District Certified Teacher (Temporary to Professional)

Career and Technical Education requires full time and part-time District certified teachers without documentation of completed education courses listed on an official transcript, to complete professional preparation training in teaching methods, course construction, lesson planning, student assessment and teaching special needs students. In addition, the teacher will document successful completion of the Professional Education Competencies, (PEC's). All coursework must be completed at an accredited institution as specified in State Board Rule 6A-4.003, or through completion of the district based CTE New Teacher Induction Program.

Teachers will be eligible for a professional District teacher's certificate when the requirements of their temporary certificate, specified below have been met:

1. One year of successful teaching performance documented through an instructional performance evaluation system that has been approved by the School Board; **and**

2. Completion of professional educator preparation course work*. This training will be completed through coursework from an accredited institution as specified in FAC 6A-4.003, through the district's CTE New Teacher Induction Program or completion of designated FACTE coursework approved as of 07-01-2022 (See Appendix A)
    a. Three (3) semester hours in teaching methods for CTE instruction and,
    b. Three (3) semester hours in course constructions CTE instruction and,
    c. Three (3) semester hours in lesson planning and evaluation for CTE education and,
    d. Three (3) semester hours in teaching special needs students in CTE **and,**

3. Submission of a completed application for a District certificate, appropriate fee and supporting documents to be eligible for a District professional certificate. This shall be submitted prior to the expiration date of the temporary certificate. The teacher must be in a current, active instructional position.

An individual who has not met the requirements for a professional district certificate, and the three-year temporary certificate will expire, may request a one-year extension. This option may be requested only if the individual has experienced extreme, extraordinary, extenuating circumstances beyond his/her control that prevented the requirements for the Professional Certificate from being completed, **and** the requirements specified below have been met:

1. Documentation of extraordinary circumstances, **and**

2. Recommendation for reappointment for the following school year, **and**

3. Submission of an application for a certificate.

The request will be reviewed by the Certification Committee. If approved, recommended to the Superintendent.

***Or, three (3) years of teaching with documentation of satisfactory evaluation.**

Professional Certification Preparation Requirements Florida Department of Education Teacher (Temporary to Professional)

An individual is issued a Professional State certificate when the requirements of their Temporary certificate have been met.

An individual who has not met the requirements for a Professional State certificate, and the three-year temporary certificate will expire, may request a one-year extension. This option may be requested if the individual has experienced extreme, extraordinary, extenuating circumstances beyond his/her control that prevented the requirements for the Professional State Certificate from being completed, **and** the requirements specified below have been met:

1. Recommendation for reappointment for the following school year; **and**

2. Submittal of an application for a State certificate to the Florida DOE and the appropriate fee.

The request will be reviewed by the Certification Committee, and if approved, recommended to the Superintendent and Florida Department of Education.

Professional Certificate Renewal

The professional District or State certificate may be renewed when the requirements specified below have been met:

1. Completion of a minimum of six semester hours of appropriate college credit with a grade of "C" or better earned during the five-year validity period of the professional certificate, or earn 120 inservice points-20 points must be in teaching Students with Disabilities (SWD), (to renew up to 2 areas, for additional subjects consult your certification specialist); or a combination of 3 semester hours of training and 60 inservice points, **and**

2. Submit to Certification, an application for a district or state certificate, appropriate fee (state application only) and supporting documents to renew the professional certificate college credits/inservice points must be earned during the validity period of the certificate, and prior to the expiration date of the certificate. Teachers must be active.

3. If the individual completes the appropriate college credits and/or inservice points during the five-year validity period of the certificate but does not submit the application prior to the expiration of the certificate, the professional State issued certificate can still be renewed by submitting an application, appropriate fee, appropriate late fee and supporting documents prior to one year after the certificate's expiration date to the Florida Department of Education.

Non-Certificated Personnel Exceptions

***Notwithstanding the provisions of subsections 6A-1.0502(1) through (9), F.A.C., the school board may employ non-certificated persons licensed by the State of Florida as occupational therapists or as physical therapists to render services to students in those areas covered by such license. The procedures for employment shall be the same as provided by law for certificated instructional personnel, and each person so employed shall be entitled to a written contract in the form prescribed pursuant to Rule 6A-1.064, F.A.C. Provided, however, that a non-certificated person employed to render services as an occupational therapist or as a physical therapist may be assigned duties of an instructional nature that are not covered within the scope of the person's license as defined by law.*

Notwithstanding the provisions of subsections 6A-1.0502(1) through (9), F.A.C., the school board or charter school governing board may employ persons certified as audiologists or speech pathologists under Chapter 468, Part I, F.S., to render services to students in those areas covered by such certificate of registrotion. The procedures for employment shall be the same as provided by law for certificated instructional personnel, and each person so employed shall be entitled to a written contract in the form prescribed pursuant to Rule 6A-1.064, F.A.C. Provided, however, that a non-certificated person employed to render services as an audiologist or speech pathologist may not be assigned duties of an instructional nature that are not covered within the scope of the person's certificate of registration as defined by law.

Notwithstonding the provisions of subsections 6A-1.0502(1) through (9), F.A.C., the school board or charter school governing board may employ persons licensed as clinical social workers under Chapter 491, F.S., to render services to students in those areos covered by such license. The procedures for employment shall be the same as provided by law for certificated instructional personnel, and each person so employed shall be entitled to a written contract in the form prescribed pursuant to Rule 6A-1.064, F.A.C., provided, however, that a non-certificated person employed to render services as licensed clinical social worker may not be assigned duties of an instructional nature that are not covered within the scope of the person's license as defined by law.

A non-certificated person employed pursuant to this section shall be accorded the same protection of the laws as that accorded the certificated teacher.

Initial Certification – New Hires:

For **initial** full-time District certification, the **processing fee is $75.00.** This fee is assessed for each area of certification applied for.
The method of payment is by cash, money order, or personal checks.

Fees are non-refundable.

District/Occupational areas require documentation of full-time work experience in the certification area. Contact your current, or previous employers to provide this information. A sample letter is included in this application to assist you in securing the correct information needed.

Official transcripts bearing the seal of the institution and the signature of the registrar are required for all course work, training, or degrees listed on your District Application for Teacher Certification.

Mailing address for transcripts:

Suwannee County School District
Attn: Bill Brothers
1740 Ohio Ave S
Live Oak, FL 32064

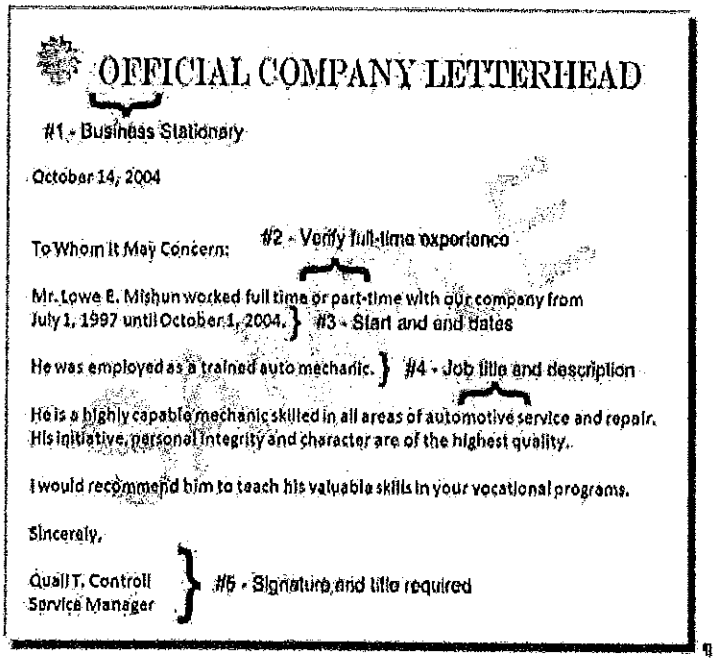
Industry credential or licensure is required for occupational certification areas. Submit a copy of all credentials along with the initial application for certification to the school.

A minimum of a Bachelor's or higher degree from an accredited institution is required for instructors of **Adult General Education.** Submit official transcript with your District application to the school.

You must be cleared through the SCSD Pre-Employment orientation and background screening process in order for this initial certificate to be issued. Personnel will provide information regarding this process.

Guidelines for verification of full-time or part-time occupational experience

Verification of full-time or part-time occupational experience is required to determine the number of creditable years for purposes of teacher certification. Each of the requirements noted (1-5), must be included in the letter(s) the candidate submits.



OFFICIAL COMPANY LETTERHEAD

#1 - Business Stationary

October 14, 2004

To Whom It May Concern: #2 - Verify full-time experience

Mr. Lowe E. Mishun worked full time or part-time with our company from July 1, 1997 until October 1, 2004. } #3 - Start and end dates

He was employed as a trained auto mechanic. } #4 - Job title and description

He is a highly capable mechanic skilled in all areas of automotive service and repair. His initiative, personal integrity and character are of the highest quality.

I would recommend him to teach his valuable skills in your vocational programs.

Sincerely,

Quail T. Controll } #5 - Signature and title required
Service Manager

1. Business stationery, or notarized affidavit (if the company does not have appropriate stationery, the letter must be notarized). No electronic documents will be accepted. A signed original letter must be provided.

   A business agent of the local union to which the applicant belongs may certify the length and type of occupational experience on union business stationery.

   For the purposes of verifying self-employment, work experience in a family owned business, or experience at a firm no longer in business, another individual or firm familiar with the applicant's service may provide verification on business stationery or notarized affidavit. Relatives or Family members may not provide verification.

   Verification may be obtained from the employer(s) Human Resources Dept., or Supervisor of the employee, or Company President/Vice V President or Accountant.

2. Verify full-time experience, which is defined as 40 hours per week, or the employer must include the number of hours worked per week on a part-time basis.

3. Include beginning month, day, and year (MM/DD/YY) and ending month, day, and year (MM/DD/YY) of employment.

4. Job title(s) and job description(s) which describe specific skills performed are needed for each position held. If one position has more than one title (i.e., firefighter/paramedic), include the percentage (%) of time spent working in each part of the job.

5. Original signature and title are required.

Note: To verify Military Experience, submit military discharge papers (i.e., DD Form 214) indicating ratings and specialties for each enlistment period of service.

Appendix A

FACTE Courses approved for District Certified instructors, effective 7-1-2022, to meet professional preparation requirements must include the following:

1.	Classroom Management for Career and Technical Education	60 points
2.	Philosophy and Principals of Career and Technical Education	20 points
3.	Introduction to Career and Technical Education Assessment and Evaluation	20 points
4.	Project Based Learning A 5-Step Process for Integrating Curriculum	60 points
5.	Designing Curriculum around Standards	60 points
6.	Teaching Students with Disabilities	20 points
7.	Career and Technical Education Teaching Methods	20 points
		Total: 260 points

Upon completion of the above courses, the instructor will complete the District Inservice Request Form and submit to Professional Development for processing.

SUWANNEE COUNTY SCHOOL DISTRICT

JERRY TAYLOR
DISTRICT 1
NORMAN CRAWFORD
DISTRICT 2
TIM ALCORN
DISTRICT 3

ED DA SILVA
DISTRICT 4
RONALD WHITE
DISTRICT 5
LEONARD DIETZEN, III
BOARD ATTORNEY

1740 Ohio Avenue, South
Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635

TED L. ROUSH
Superintendent of Schools

RFP 23-211

SUWANNEE HIGH SCHOOL FENCE PROJECT

BID TABULATION

COMPANY NAME	BASE BID PRICE	ADDENDUM BID PRICE
AMERICAN EAGLE FENCE	$69,586.35	$67,105.92
B&T FENCING, INC.	$68,680.00	$53,435.00
C. RICHIE FENCING CO.	NO BID SUBMITTED	
SUWANNEE IRON WORKS & FENCE INC.	$47,149.81	$37,211.08

SCHOOL DISTRICT OF SUWANNEE COUNTY

COORDINATOR OF MENTAL HEALTH

JOB DESCRIPTION

QUALIFICATIONS:

(1) Master's degree from an accredited educational institution.

(2) Licensed Mental Health Counselor or certified as a Guidance Counselor by the State of Florida.

(3) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

The Mental Health Coordinator will work closely with the building administrative team as well as the building counseling team to coordinate, facilitate, and implement mental health support services. The Mental Health Coordinator will also work with a district-level administrative team and lead/coordinator position to coordinate consistent support services across the District. The Mental Health Coordinator will provide emotional support and foster a safe and successful learning environment for students. The primary focus will be on building student's capacity for academic success and positive social and emotional well-being.

REPORTS TO:

Director of School Safety and Other Administrative Services

JOB GOAL

To coordinate, oversee and provide Mental Health services to students, parents, and teachers so that students are able to reach their greatest physical, emotional, psychological and behavioral potential.

SUPERVISES:

N/A

PERFORMANCE RESPONSIBILITIES:

<u>Planning/Preparation</u>

*(1) Provide individual counseling support services.

*(2) Address bullying and harassment.

*(3) Provide education, prevention, and awareness classes on topics such as stress management, anger management and cyber safety.

*(4) Develop youth leadership and empowerment.

*(5) Conduct universal screenings for behavioral and mental health issues.

*(6) Implement ways to identify early risk factors which lead to mental health concerns.

*(7) Conduct training for school staff and parents on risk factors that lead to mental health concerns.

*(8) Improve school climate and ensure a process for students to report potentially harmful behaviors.

COORDINATOR OF MENTAL HEALTH (Continued)

*(9) Conduct threat assessments of students who are in danger of harming themselves or others.
*(10) Provide social skills training.
*(11) Implement evidenced-based practices to improve student engagement.
*(12) Support school-wide positive behavior.
*(13) Evaluate students who may need specialized instruction as a result of behavioral and mental health concerns.
*(14) Link those students and families who may need further support of community agencies.
*(15) Oversee required five hour social emotional/ resiliency instruction for students.
*(16) Manage Mental Health Assistance Plan and budget.
*(17) Maintain threat assessment data.

Classroom Management

*(18) Facilitate restorative justice and conflict resolution.
*(19) Provide crisis assistance, i.e. family death.
*(20) Provide truancy intervention.
*(21) Provide mental health resources and counseling support services.

Assessment/Evaluation

*(22) Liaison to/for community resources; next steps involving short term and/or long term therapy or intervention; advocacy.
*(23) Provide small group counseling support services.
*(24) Address mental health and mental illness.
*(25) Address risky behaviors, i.e. alcohol/drug use.
*(26) Address depression and anxiety, i.e. suicide ideation.
*(27) Address abuse, i.e. physical, emotional, and sexual.

Intervention/Direct Services

*(28) Recognize overt indicators of student distress or abuse and take appropriate intervention, referral, or reporting actions.
*(29) Provide crisis intervention services, including follow-up services as appropriate.
*(30) Provide interventions for at-risk students and those with special learning and behavioral needs.

Technology

*(31) Use technology resources effectively.
*(32) Use technology to establish an atmosphere of active learning.
*(33) Provide students with opportunities to use technology to gather and share information.
*(34) Facilitate student access to the use of electronic resources.
*(35) Explore and evaluate new technologies and their educational impact.
*(36) Use technology to review student assessment data.
*(37) Use technology for administrative tasks.

Collaboration

COORDINATOR OF MENTAL HEALTH (Continued)

*(38) Communicate goals and services of the counseling programs to school administration, staff, students, and parents.
*(39) Consult with students, parents, teachers and other school staff to assist in meeting needs of students.
*(40) Work effectively with parents.
*(41) Participate in the Child Study Team to help meet needs of identified students.
*(42) Serve as an advocate for students.
*(43) Develop a communications link and rapport with outside services and make appropriate referrals for psychological, social work, health, or community services.

Staff Development

*(44) Provide information and/or in-service to teachers, administrators, and other school staff.
*(45) Train applicable staff in threat assessment and harm to self-assessment administration.
*(46) Keep abreast of current trends in counseling and mental health.
*(47) Engage in continuing improvement of professional knowledge and skills in an ongoing and consistent manner.
*(48) Develop and implement an Individual Professional Development Plan and Needs Assessment in accordance with state and district requirements.
*(49) Manage within an organizational context a personal professional development program by setting specific goals and time tables.
*(50) Participate in district sponsored staff development programs.
*(51) Participate in school data collection of constructional input on principal's assessment program.
*(52) Manage Youth Mental Health First Aid Training for all staff.

Professional Responsibilities

*(53) Maintain professional and ethical standards as outlined by the American School Counselor Association and the Code of Ethics and Principles of Conduct of the Education Profession in Florida.
*(54) Keep updated on student/school legal issues and follow established procedures.
*(55) Perform and fulfill professional responsibilities.
*(56) Contribute to the overall school mission by supporting various school committees and services such as APT, School Advisory committee, text book selection, curriculum development, student activities, and accreditation.
*(57) Share experience and new learnings by mentoring new colleagues.
*(57) Perform other incidental tasks consistent with the goals and objectives of this position.
*(58) Follow attendance, punctuality and other qualities of an appropriate work ethic.
*(59) Appear before the School Board as needed.
*(60) Shall assume additional responsibilities as assigned by the Superintendent.

COORDINATOR OF MENTAL HEALTH (Continued)

Student Growth and Achievement

*(61) Ensure that student growth and achievement are continuous and appropriate for age group, subject area, and/or student program classification. Indicators may include: results from state and local criterion and norm referenced standardized tests, portfolio assessment, analysis reports, and others as deemed appropriate by the District and/or required by adopted curriculum standards.

*(62) Establish and maintain a positive collaborative relationship with the students' families to increase student achievement.

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force regularly 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.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

SALARY SCHEDULE 2022-2023

DISTRICT LEVEL COORDINATORS

REGULAR HOURS ARE 8:00 AM TO 4:30 PM

YEARS	BACHELOR
0	62622
1	63662
2	64703
3	65743
4	66783
5	67824
6	68864
7	69905
8	70945
9	71985
10	73026
11	74066
12	75107
13	76147

The District Level Coordinators are:
Coordinator of Data, Assessment, and Accountability;
Coordinator of School Improvement/Title I;
Coordinator of Exceptional Student Education;
Coordinator of District K-12 Math;
Coordinator of District Professional Development and K-12 Reading/Title II;
Coordinator of District K-12 Technology;
Coordinator of Career and Technical Education Student and Community Affairs,
Coordinator of Opportunity Schools,
Coordinator of Student and Family Support,
Coordinator of Virtual School
Coordinator of Mental Health

Employee may be placed in appropriate step of classification level based on years of administrative and/or teaching experience. Employee will progress to the succeeding step on July 1 of each year, provided employee has performed satisfactorily for a minimum period of nine (9) months. School Superintendent may place employee in any level of classification justified. Salary adjustment for additional training will be made upon application and presentation of appropriate documentation and is effective in accordance with new certification.

Eleven (11) months shall mean 216 duty days and shall be computed as 11/12ths of the above schedule.

Ten (10) months shall mean 196 duty days and shall be computed as 10/12ths of the above schedule.

Salary adjustments and/or supplements will be made in accordance with 1012.22 f.s. for:
Master's Degree add $2,310 to Bachelors
Specialist Degree add $2,835 to Bachelors
Doctorate Degree add $3,750 to Bachelors

Effective July 1, 2022-June 30, 2023

Adopted 5/24/2022 by the
SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064
386/647-4600
Ted L. Roush, Superintendent

SALARY SCHEDULE 2022-2023

OLD

ADMINISTRATORS

REGULAR HOURS 8:00 AM - 4:30 PM

Years. Exp. In Comparable

Position	0	1	2	3	4	5	6	7	8	9	10	11
10	40827	42920	45008	47099	49183	51276	53365	54223	57277	58754	59680	60544
9	52011	53580	55143	56715	58279	59850	61415	62983	64551	66173	67214	68187
8	62377	64455	66530	68609	70688	72765	74838	76454	78066	79957	81213	82397
7	65997	67058	68119	69180	70241	71303	72364	73425	74487	75547	76609	77670
6	74487	75547	76609	77670	78731	79793	80853	81915	82976	84037	85099	86159
5	66410	69150	71892	74634	77376	80118	82861	84753	86649	88710	90105	91420
4	75547	76609	77670	78731	79793	80853	81915	82976	84037	85099	85159	87221
3	78731	79793	80853	81915	82976	84037	85099	86159	87221	88292	89343	90405
2	76586	79498	82409	85324	88230	91146	94057	96342	98623	100927	102518	104007

CLASSIFICATION OF POSITION

10	Supervisor Food Service, Asst. IT Director, Assistant Chief Financial Officer/Project Specialist, Assistant Director of Human Resources, Assistant Director of Transportation, Assistant Director of Facilities
9	
8	Coordinator of Health Services and Attendance, Lead School Psychologist/Multi-Tiered System of Support (MTSS) Facilitator
7	
6	
5	Director of Food Service, Director of Transportation, IT Director, Director of Student Assessment/Curriculum Specialist, Director of Elementary Ed, Director Human Resources, Director of ESE, Director of Federal Programs, Director of Special Programs, Director of Student Services/School Psychologist, Director of Facilities, Director of School Safety and Other Administrative Services, Director of School Choice, Director of Curriculum and Instruction
4	Principal RIVEROAK Technical College/Director of Career, Technical and Adult Education
3	
2	Assistant Superintendent of Administration/Instructional, Chief Financial Officer

Employee will be placed in appropriate step of classification level based on years of experience. Employee will progress to the succeeding step on July 1 of each year, provided employee has performed satisfactorily for a minimum period of nine (9) months. School Superintendent may place employee in any level of classification justified. Salary adjustment for additional training will be made upon application and presentation of appropriate documentation, and is effective in accordance with new certification.

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1740 Ohio Avenue, South
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386/647-4600
Ted L. Roush, Superintendent

SALARY SCHEDULE 2022-2023

ADMINISTRATORS

new

REGULAR HOURS 8:00 AM - 4:30 PM

Years. Exp. In Comparable

Position	0	1	2	3	4	5	6	7	8	9	10	11
10	40827	42920	45008	47099	49183	51276	53365	54223	57277	58754	59680	60544
9	52011	53580	55143	56715	58279	59850	61415	62983	64551	66173	67214	68187
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8	Coordinator of Health Services and Attendance, Lead School Psychologist/Multi-Tiered System of Support (MTSS) Facilitator
7	
6	
5	Director of Food Service, Director of Transportation, IT Director, Director of Student Assessment/Curriculum Specialist, Director of Elementary Ed, Director Human Resources, Director of ESE, Director of Federal Programs, Director of Special Programs, Director of Student Services/School Psychologist, Director of Facilities, Director of School Safety and Other Administrative Services, Director of School Choice, Director of Curriculum and Instruction
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SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064
386/647-4600
Ted L. Roush, Superintendent

SUWANNEE COUNTY SCHOOL BOARD

FEDERAL CONSTRUCTION PROJECT

RFP 22-204 ROOFING, CONSTRUCTION AND REPAIR SERVICES

ADDENDUM

Per the Code of Federal Regulations (CFR), the Suwannee County School Board, a non-federal entity, must ensure that all federally funded projects comply with the current provisions set forth in Appendix II to Part 200, Title 2 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal Award must contain provisions covering the following, as applicable. Therefore, the following terms and conditions shall be considered material terms of this contract.

(A) **Equal Employment Opportunity**. The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(B) **Compliance with the Davis-Bacon Act and Copeland "Anti-Kickback" Act.** Contractor must comply with the Davis-Bacon Act (40 U.S.C. § 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5 "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") and the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). In accordance with the law and regulations, Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must pay wages not less than once a week. The Contractor is also prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(C) **Compliance with the Contract Work Hours and Safety Standards Act.**

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Suwannee County School Board shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(D) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(E) **Compliance with the Clean Air Act and the Federal Water Pollution Control Act.**

(1) Clean Air Act. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

Contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non- federal entity entering into the contract) will, in turn, report each violation as required to assure notification to Suwannee County School Board, and the appropriate Environmental Protection Agency Regional Office.

Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by Suwannee County School Board.

(2) Federal Water Pollution Control Act. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

Contractor agrees to report each violation to the Suwannee County School Board and understands and agrees that the Suwannee County School Board will, in turn, report each violation to the appropriate Environmental Protection Agency Regional Office.

Contractor agrees to include the requirements of paragraph (1) and (2) of this section in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by Suwannee County School Board.

(F) **Suspension and Debarment**. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Suwannee County School Board. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Suwannee County School Board, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(G) **Compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated

funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

(H) **Procurement of Recovered Materials for All Contracts Involving Solid Waste**. In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;
(2) Meeting contract performance requirements; or
(3) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage, found at: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(I) **Prohibition on Contracting for Covered Telecommunications Equipment or Services.**

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in Public Law 115-232, section 889, as used in this clause—

(b) Prohibitions.

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2. Unless an exception in paragraph (c) of this clause applies, Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Suwannee County School Board to:

   A. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

   B. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

C. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

D. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

1. This clause does not prohibit Contractor from providing—

   A. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

   B. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2. By necessary implication and regulation, the prohibitions also do not apply to:

   A. Covered telecommunications equipment or services that:

      i. Are not used as a substantial or essential component of any system; and

      ii. Are not used as critical technology of any system.

   B. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2. Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

   A. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and

Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

B. Within 10 business days of submitting the information in paragraph (d)2.A. of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

(J) **Domestic Preference for Procurements**. As appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

By signing below, the contractor agrees to comply with the above.

Contractor	**Suwannee County School Board**
_____	_____
Name:_____	Jerry Taylor, Chair
Title:_____	
_____	_____
Date	Date