SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
August 8, 2023

AGENDA

Call to Order – Immediately following the Workshop

The Superintendent recommends approval to adopt the agenda.

1. The Superintendent recommends approval of the following resolution for the 2023-2024 school year:

   #2024-01R Resolution Affirming Participation in the Small School District Council Consortium (SSDCC) (*Renewal*) **(pg. 3)**

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

   #2024-50 Dual Enrollment Articulation Agreement between the Suwannee County School Board, thru RIVEROAK Technical College, and Lake City Christian Academy (New) **(pgs. 4-12)**

   #2024-51 Dual Enrollment Articulation Agreement between the Suwannee County School Board, thru RIVEROAK Technical College, and Holy Cross Christian Academy (*New*) **(pgs. 13-21)**

   #2024-52 First Amendment to Memorandum of Agreement for Professional Services between the Suwannee County School Board and Trenton Medical Center, Inc., d/b/a Palms Medical Group, amending Exhibit A to provide for pharmacy/prescription services (Note: The original Contract #2023-87, previously Board approved on August 9, 2022, remains unchanged and in full effect.) (*New*) **(pgs. 22-39)**

   #2024-54 Dual Enrollment Articulation Agreement between the Suwannee County School Board, thru RIVEROAK Technical College, and North Florida Arts and Science Academy (*New*) **(pgs. 40-48)**

#2024-55 Contract between the Florida Learning Alliance, Inc. (FLA, Inc.) and the District School Board of Suwannee County to provide a staff development management system referred to as the Track Application and related support services (*Renewal/Revised*) **(pgs. 49-64)**

3. Expulsions

a. **Case #2223-37**: Expulsion of the student through the remainder of the 2022-2023 school year and all of the 2023-2024 school year. (*Final Action*)
b. **Case #2223-40**: Expulsion of the student through the remainder of the 2022-2023 school year and all of the 2023-2024 school year. (*Final Action*)

Adjourn

RESOLUTION
AFFIRMING PARTICIPATION IN THE SMALL SCHOOL DISTRICT COUNCIL CONSORTIUM

WHEREAS, the Suwannee County School Board believes there is a need to have educational information, interpretation, and consultation on issues relating to small and rural communities that is not independently available, and

WHEREAS, the cost of providing such services independently for the School Board would make the cost prohibitive, and

WHEREAS, the needed services are provided through the Small School District Council Consortium, and

WHEREAS, the Suwannee County School District has participated in the consortium in previous years by official action of the Board and payment of the annual fee,

NOW THEREFORE BE IT RESOLVED that the Suwannee County School Board authorizes the participation in the Small School District Council Consortium for fiscal year 2023-2024 and as such agrees to pay $3,250.00 to the designated Fiscal Agent upon invoice for participation fees.

BE IT FURTHER RESOLVED that the SSDCC Fiscal Agent shall be the contracting agent for the employment and payment of consulting services and associated program costs.

Adopted by the Suwannee County School Board in Regular Session at Live Oak, Florida on the 8th day of August. 2023.

BY:

_____

Jerry Taylor, Chairperson, Suwannee County School Board

ATTEST:

_____

Ted L. Roush, Superintendent, Suwannee County School District

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

DUAL ENROLLMENT ARTICULATION AGREEMENT BETWEEN

THE SUWANNEE COUNTY SCHOOL BOARD Thru RIVEROAK Technical College

AND

LAKE CITY CHRISTIAN ACADEMY

This agreement is entered into by and between the Suwannee County School Board Thru RIVEROAK Technical College, Live Oak, Florida, hereinafter referred to as "RTC", and Lake City Christian Academy, hereinafter referred to as "LCCA".

WHEREAS, Career Dual Enrollment shall be provided as a curricular option for secondary students to pursue in order to earn industry certifications adopted pursuant to s. 1008.44, which count as credits toward the high school diploma. Career Dual Enrollment shall be available for secondary students seeking a degree and industry certification through a career education program or course.

WHEREAS, pursuant to section 1007.271, Florida Statutes, RTC and LCCA shall enter into a dual enrollment agreement; and,

NOW, THEREFORE,
The RTC and LCCA do hereby agree as follows:

I. EFFECTIVE DATE AND EFFECT OF AGREEMENT
Upon signature, this agreement will be in effect for one school year based on the RIVEROAK Technical College/Suwannee County School District Calendar.

II. THE INTENT OF THE AGREEMENT
It is the intent of the agreement that a variety of articulated acceleration mechanisms be available for secondary and postsecondary students attending public educational institutions. The purpose of these acceleration mechanisms is to shorten the time necessary for a student to complete the requirements for obtaining a nationally recognized credential in a Career and Technical Program of Study, broaden the scope of the Career and Technical options available to students, and to increase the depth of study in a particular program of study. The articulation mechanisms include (but are not limited to) dual enrollment, earning a nationally recognized Industry Certification and, the participation in Career Pathways.

III. PARTIES TO THE AGREEMENT
Suwannee County School Board Thru RIVEROAK Technical College and Lake City Christian Academy.

IV. ARTICULATED PROGRAMS

The programs articulated under this agreement include:

A. Career Dual Enrollment;
B. Nationally Recognized Industry Certifications;
C. Career Pathways

The following is included with this agreement: Methodology for determining dual enrollment costs and associated fees per Career and Technical program.

V. COURSES

A. ALL Career and Technical Education programs offered by RTC as Dual Enrolled Post-Secondary Adult Vocational Education (PSAV) Courses that are contained within the common course numbering system shall be eligible, if not specifically excluded by State Statute, State Board of Education Rule, Suwannee County School Board and/or the Board. To ensure transferability of credits, students' educational plans are closely evaluated when utilizing Career and Technical Education (CTE) courses for dual enrollment. Ensuring transferability of coursework, RTC encourages students to concentrate on a specific CTE program(s) of study. Students who intend to earn Occupational Completion Points should carefully evaluate each course to determine its applicability in meeting those requirements.
B. Eligible secondary students shall be permitted to enroll in postsecondary courses conducted during school hours. RTC shall assume responsibility for the maintenance of instructional quality.

VI. DEFINITIONS OF ACCELERATION

For the purposes of dual enrollment articulation agreement, the following definitions are applicable and shall be adhered to.

A. Career Dual Enrollment, 1007.2711, Florida Statutes
   1. Career dual enrollment was established by the legislature as a positive measure to expand the scope of dual enrollment program.
   2. This type of dual enrollment shall be provided as curricular options for secondary students who wish to earn a series of elective credits toward the high school diploma and shall be available for eligible secondary students seeking an industry certification from a complete job preparatory program.
B. Career Early Admission, 1007.271(11), Florida Statutes
   Career early admission is a form of career dual enrollment through which eligible secondary students enroll full-time in courses that are creditable toward the high school diploma, industry certification or the technical Postsecondary Career Certificate.
C. Career Pathways, 1007.235(2)(d), Florida Statutes
   The Board and RTC agree to cooperate in the advancement of the Career Pathways program. Working through a Career Pathways partnership, the high school and RTC personnel have identified courses and programs that can articulate from the high

school to RTC to help prepare students for Postsecondary Career Certificate. The Board and RTC will establish a clearly defined course-by-course to pathway articulation agreement. This agreement will provide opportunities for admission into RTC programs and the award of credits for students in those programs because of successful completion of work in a Career Pathways Program. To be eligible for credit, the student must complete the appropriate course work of high school Career Pathway courses with a satisfactory grade point average stated in this agreement.

VII. STUDENT ELIGIBILITY

A. An eligible student is defined in 1007.271(2) Florida Statues, as a student enrolled in a Florida Public secondary school or Florida non-public secondary school.
B. RTC limits dual enrollment to private high school sophomores, juniors and seniors.
C. Academic advising: The high school guidance office is responsible for dual enrollment students as to the courses which may be used to meet high school graduation requirements.
D. The high school is responsible for verifying the student is eligible to apply for admission as a dual enrolled student. The student is responsible for applying for admission and meeting the admission requirements prior to applicable deadlines.
E. The high school and/or student is responsible for provide individual transportation to RTC for daily instruction.
F. Dual enrolled students will be evaluated on an individual basis to determine the appropriate number of contract hours per term.
G. An unweighted 2.0 grade point average (high school) must be achieved and maintained for PSAV certificate dual enrollment courses. Students must also maintain a 2.0 RTC grade point average to continue dual enrollment.
H. If a dual enrolled student receives a grade of a "D" or "F" in any Postsecondary Career Certificate credit course, the student must sit out and will not be allowed to register the following term as a dual enrolled student.
I. Students must take the TABE examination within the first six weeks of beginning a RTC program of study.
J. The student's private school will work with appropriate personnel at the College to provide services and resources required by students with disabilities who register for dual enrollment. S.1007.271(25)

VIII. ELIGIBLE PROGRAMS, SCHEDULE, FUNDING, ENROLLMENT REQUIREMENTS

A. Schedule
   1. Slots are available to private high school students on a "space available" basis.
   2. Time slots are designed to maximize instructional time in both home school and RTC CTE courses
   3. Students must abide by the student code of conduct of RTC.

4. Students must maintain regular attendance in accordance with the RTC attendance policy. Absences in excess of the allowable number may result in dismissal from RTC.

B. Eligible Programs can be found at www.riveroakcollege.com

C. Enrollment

1. Registration form with verification of eligibility signed by the private school are due to RIVEROAK Technical College prior to enrollment.
2. Student enrollment may occur no later than two weeks prior to the beginning of a semester.
3. Instructional materials and tuition will be reimbursed through Office of Student Financial Assistance, Per Rule 6A-20.0282, FAC, Section 1009.30 F.S.

IX. TERM OF AGREEMENT: July 1, 2023 – June 30, 2024 for 2023-2024 school year

X. SIGNATURES

XI. Suwannee County School Board	**Lake City Christian Academy**
Signature:_____ **Jerry Taylor** **Title: Board Chairman** **Date:**_____	**Signature:**_____ **Printed Name**_____ **Title: Principal** **Date:**_____
Signature:_____ **Ted L. Roush** **Title: Superintendent of Schools** **Date:**_____	
Signature:_____ **Mary Keen** **Title: RIVEROAK Principal/Director of Career and Technical Education** **Date:**_____	

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

Exhibit A –

6A-10.040 Basic Skills Requirements for Postsecondary Career Certificate Education, including Basic Skills Requirements and Exceptions for Career Dual Enrollment

Requirements;

1. Dual enrollment. Pursuant to paragraph (8)(b) of this rule, students enrolled in an eligible career education dual enrollment program under Section 1007.271, F.S., are exempt from the basic skills examination requirement if they have demonstrated readiness for postsecondary education in accordance with Rule 6A-10.0315, F.A.C. prior to admission into the career certificate program. Dual enrollment students who have not met this requirement must complete the basic skills examination, unless otherwise exempt.

2. Career dual enrollment students who have not demonstrated readiness for postsecondary education in accordance with Rule 6A-10.0315, F.A.C. will demonstrate preparedness for postsecondary education by completing an entry-level basic skills examination. The acceptable exam for this requirement is the *Tests of Adult Basic Education (TABE)).*

3. Testing Exemptions. A student may be exempt from the testing requirement by documenting any of the following: (a, b, c, OR d)

    a. Minimum SAT scores

        * Verbal – 440
        * Mathematics – 440

    b. Minimum ACT scores

        * Reading – 19
        * English – 17
        * Mathematics – 19

Possessing a state, national or industry certification or licensure examination that is identified in the list entitled "Basic Skills and Licensure Exemption List".
https://www.fldoe.org/academics/career-adult-edu/career-tech-edu/program-resources.stml

    c. Documented learning disability and a current individualized education plan (IEP) that demonstrates preparedness for postsecondary education.

Teacher	Secondary Program/ Number	Course	OCP	Credit	Secondary Industry Cert	Post Secondary Program/Number	Course	OCP	Hours	Post Secondary Industry Cert.
Masonry									1650	
Bruening, Olivia	Masonry 8722900	Masonry 1 8722610		1	NCCER025 Masonry - Level 1	Brick and Block Masonry I463112	BCV0330 Masonry Tender	A	450	NCCER235 Masonry - Level 1
Bruening, Olivia	Masonry 8722900	Masonry 2 8722620		1	NCCER044 Masonry - Lvel 2	Brick and Block Masonry I463112	BCV0360 Bricklayer Helper	B	300	NCCER236 Masonry - Level 2
Bruening, Olivia	Masonry 8722900	Masonry 3 8722630	A	1		I463112	BCV0362 Brick Mason 1		450	
Bruening, Olivia	Masonry 8722900	Masonry 4 8722640		1		Brick and Block Masonry I463112	BCV0363 Brick Mason 2	C	450	NCCER237 Masonry - Level 3
Bruening, Olivia	Masonry 8722900	Masonry 5 8722650	B	1	NCCER045 Masonry - Level 3	Brick and Block Masonry I463112				
Electricity									1200	
Ulmer, Jeremy	Electricity 8727200	Electricity 1 8727210		1	NCCER010 Electrical - Level 1	Electricity I460312	BCV0603 Electrician Helper	A	300	NCCER208 Electrical Level 1
Ulmer, Jeremy	Electricity 8727200	Electricity 2 8727220	A	1	Level 2	Electricity I460312	BCV0640 Residential Elect.	B	450	NCCER209 Electrical Level 2
Ulmer, Jeremy	Electricity 8727200	Electricity 3 8727230		1	NCCER039 Electrical - Level 3	Electricity I460312	BCV0652 Commercial Elect.	C	450	NCCER210 Electrical Level 3
Ulmer, Jeremy	Electricity 8727200	Electricity 4 8727240		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 5 8727250	B	1						
Ulmer, Jeremy	Electricity 8727200	Electricity 6 8727260		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 7 8727270		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 8 8727280	C	1						
Welding									1050	
Mercer, Kevin	Welding 9204400	Welding TechFundamentals 1		1	NCCER061 Welding - Level 1 AWELD003-	Welding Technology J400400	PMT0070 Welder Ast. 1		150	NCCER263-Welding Level 1 AWELD003- FCAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 2	A	1	NCCER062 Welding - Level 2 AWELD004-	Welding Technology J400400	PMT0071 Welder Ast. 2		150	NCCER264-Welding Level 2 AWELD004- GMAW Plate
Mercer, Kevin	Welding 9204400	Fundamentals 3 9204430		1	Level 3 AWELD011- SMAW Pipe	Welding Technology J400400	PMT0072 Welder, SMAW1		150	AWELD005- GTAW Pipe (Carbon) AWELD006-GTAW Pipe (Stainless to Carbon)
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 4 9204440	B	1	AWELD012- SMAW Plate	Welding Technology J400400	PMT0073 Welder, SMAW2		150	AWELD007- GTAW Stainless AWELD008- GTAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals Capstone 9204450	C	1		Welding Technology J400400	PMT0074 Welder		450	AWELD009- GTAW/SMAW Pipe/Carbon AWELD010- GTAW/SMAW Pipe (Chrome PWHT) NCCER265 LEVEL 3
										AWELD011- SMAW Pipe
										AWELD012- SMAW Plate
Welding Technology/Advanced									750	
Mercer, Kevin						Welding Advance J400410	PMT0075 Adv Welder 1	A	600	Metal Work 7G
Mercer, Kevin						Welding Advance J400410	PMT0076 Adv Welder 2	B	150	
Heating, Ventilation Air Conditioning/Refrigeration (HVAC/R)										
Durham, Marcus						HVAC/R 1 C400410	Introduction to HVCA/R ACR0000	A	250	
Durham, Marcus						HVAC/R 1 C400410	HVCA/R Fundamentals ACR0001	B	250	
Durham, Marcus						HVAC/R 1 C400410	HVCA/R Services Practices ACR0012	C	250	
Applied Engineering Technology										
Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 1 8401110		1	Solidworks Associate Academic					
Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 2 8401120		1	SOLID003 -Certifid Solidworks Associate Academic					

Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 3 8401130		1	SOLID003 -Certifid Solidworks Associate Academic					
Applied Cybersecurity										
Hill, William	CTS0018	CTS0018 CYBERSECURITY ASSC			COMPT008 COMP TIA SECURITY	Applied Cybersecurity Y100300	CTS0018 Cybersecurity Ass	600	A	COMPT008 COMP TIA SECURITY+
Hill, William						Applied Cybersecurity Y100300	CTS0019 Info Security MGR	150	B	
Cosmetology									1200	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Grooming & Salon Services CSP0009		225	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 1 COS0002		300	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 2 COS0003		300	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 3 COS0009	A	375	FLDOP002 Cosmetologist
Nails Specialty									1800	
Thornton, Greta	8757210	Grooming & Salon Services 1 8757210		0.5		Nails Specialty I120415	CSP0016 Mani and Pedi Spec		180	FLDOP008 Nail Specialist
Thornton, Greta	8757310	8757310 Nails Specialty 2		0.5						
Thornton, Greta	8757320	8757320 Nails Specialty 3		1						
Thornton, Greta	8901000	Directed Study 8901000		0.5						
Facials Specialty									720	
Thornton,Greta Maxwell, Catherine	8757210	Grooming & Salon Services 1 8757210		0.5		Facials/ Skin Care I120425	Facials/Skin Care CSP0266		220	FLDOP009 Facial Specialist
	8757410	Facials Specialty 2		0.5						
	8757420	Facials Specialty 3		1						
Professional Culinary Arts & Hospitality									1200	
Sinclair, John/ Holmes, LaDonna	8800500	Culinary Arts 1 8800510	A	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0100 Food Preparation	A	300	
Sinclair, John/ Holmes, LaDonna	8800500	Culinary Arts 2 8800520	B	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HM0170 Cook- Restaurant	B	300	
Sinclair, John/ Holmes, LaDonna	8800500	Culinary Arts 3 8800530	C	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0171 Chef- Head Cook	C	300	
Sinclair, John/ Holmes, LaDonna	8800500	Culinary Arts 4 8800540	D	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0126 Food Service Management	D	300	NRAEF003 Certified Food Protection Manager ServeSafe
Automotive Collision Technology									1400	
Ragan, Joe	Automotive Collision Technology 9514000	Auto Collision Paint & Body Asst 9514010	A	1	NIASE088ASE Entry Level: Collision Painting and Refinishing	Automotive Collision Technology Technician T401300	ARR0140 Auto Coll Repair & Refinishing Helper/Asst.	A	150	
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 1		1		Automotive Collision Technology Technician	ARR0141 Auto Coll. Refin. Technician	B	450	NIASE029 ASE Coll. Repair & Refinishing Painting & Refinishing (B2)
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 2 9514030		1		Automotive Collision Technology Technician T401300	ARR0312 Non-Structural Damage Repair Tech.	C	300	NIASE018 ASE Coll. Repair & Refinishing Tech Non-Structrual Analusis (B3)
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 3 9514040	B	1		Automotive Collision Technology Technician T401300	ARR0022 Damage Analysis & Estimating	D	75	NIASE019 ASE Damage Analysis & Estimating (B6)
Ragan, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 1 9514050		1	Level- Collision: Non-Structural Analysis and	Technology Technician T401300	ARR0112 Auto Coll. Welding, Cutting, Joining	E	75	

Ragan, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 2 9514060	C	1			ARR0295 Sturctural Damage Repair Tech.	F	350	
Automotive Service Technology 1									1050	
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 1 9504110		1	NIASE076 ASE Auto Maintenance & Light Repair	Automotive Service Technology 1 T400700	AER0014 Auto Service Assistor	A	300	NIASE013 ASE Automobile Service Consultant (C1)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 2 9504120		1		Automotive Service Technology 1 T400700	AER0418 Auto Brake System Tech.	B	150	NIASE007 ASE Brakes (A5) NIASE76 ASE Auto Maintenance & Light Repair (G1)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 3 9504130		1		Automotive Service Technology 1 T400700	AER0453 Auto. Suspen. & Steer. Tec.	C	150	NIASE033 ASE Suspension & Sterring (T5) NIASE016 ASE Brakes (T4)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 4 9504140	A	1		Automotive Service Technology 1 T400700	AER0360 Auto Electrical/ Electronic system Tech	D	300	NIASE008- Electrical/Electronic Systems (T6)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 5 9504150		1		Automotive Service Technology 1 T400700	AER0110 Engine Repair Technician	E	150	NIASE010 ASE Enging Repair (A1)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 6 9504160	B	1						
Automotive Service Technology 2										
Blackmon, William						Automotive Service Technology 2 T400800	AER0503 Auto Engine Performance Tech	A	300	
Blackmon, William						Automotive Service Technology 2 T400800	AER0257 Automatic Transmission and Transaxle Tech	B	150	
Blackmon, William						Automotive Service Technology 2 T400800	AER0274 Manual Drivetrain and Axle Tech	C	150	
Blackmon, William						Automotive Service Technology 2 T400800	AER0172 Auto Heating and Air Conditioning Tech	D	150	
Practical Nursing									1350	
Wilson, Suzanne Hall, Robin						Practical Nursing H170607	Practical Nursing Foundations 1 PRN0098	A	300	
Wilson, Suzanne Hall, Robin						Practical Nursing H170607	Practical Nursing Foundations 2 PRN0099		300	
Wilson, Suzanne Hall, Robin						Practical Nursing H170607	Medical Surgical Nursing 1 PRN0290		300	
Wilson, Suzanne Hall, Robin						Practical Nursing H170607	Medical Surgical Nursing 2 PRN0291		300	
Wilson, Suzanne Hall, Robin						Practical Nursing H170607	Comp. Nursing & Transitional Skills PRN0690	B	150	NCSBN002 National LPN (NCLEX-PN)
[illegible]									600	
Willis, Jessica						Patient Care Technician H170694	Basic Healthcare Worker HSC003	A	90	
Willis, Jessica						Patient Care Technician H170694	Nurse Aide & Orderly (Articulated) HCP0121	B	75	
Willis, Jessica						H170694	HCP0332	C	50	FDMQA002 Certified Nursing Assistant
Willis, Jessica						Patient Care Technician H170694	Patient Care Assistant HCP0020	D	75	NATHA002 Certified EKG Tech
Willis, Jessica						H170694	Allied Health Assistant HSC0016	E	150	NATHA007 Certified Phlebotomy Technician
Willis, Jessica						H170694	MEA0580	F	100	
Willis, Jessica						H170694	Patient Care Tech. PRN0094	G	60	NATHA006 Certified Patient Care Technician
Pharmacy Technician									1050	
Miller, Katie						Pharmacy Technician H170700	Basic Healthcare Worker HSC003	A	90	
Miller, Katie						H170700	Pharmacy Technician 1 PTN0084		360	
Miller, Katie						Pharmacy Technician H170700	Pharmacy Technician 2 PTN0085		300	

Miller, Katie						Pharmacy Technician H170700	Pharmacy Technician 3 PTN0086	B	300	PTCBD001 Pharmacy Technician
Surgical Technology									1230	
Vickers, Mary						Surgical Technology H170211	Basic Healthcare Worker HSC0003	A	90	
Vickers, Mary						Surgical Technology H170211	Central Supply Technician STS0015	B	210	
Vickers, Mary						Surgical Technology H170211	Surgical Technologist 1 STS0010		343	
Vickers, Mary						Surgical Technology H170211	Surgical Technologist 2 STS0011		343	
Vickers, Mary						Surgical Technology H170211	Surgical Technologist 3 STS0012	C	344	NSTSA001 Certified Surgical Technologist (CST) NCFCT004 Tech in Surgery - Certiled
Senea, Shari							Basic Healthcare Worker HSC0003	A	90	
Senea, Shari							Phebotomist MEA0520	B	75	NATHA007 Certified Phlebotomy Technician
Nursing Assistant										
Thompson, Traci / Rebecca Futch						CNA H170602	Nurse Aide &Orderly PRN0090	A		FDMQA001 Certified Nursing Assitant

DUAL ENROLLMENT ARTICULATION AGREEMENT BETWEEN

THE SUWANNEE COUNTY SCHOOL BOARD Thru RIVEROAK Technical College

AND

HOLY CROSS CHRISTIAN ACADEMY

This agreement is entered into by and between the Suwannee County School Board Thru RIVEROAK Technical College, Live Oak, Florida, hereinafter referred to as "RTC", and Holy Cross Christian Academy, hereinafter referred to as "HCCA".

WHEREAS, Career Dual Enrollment shall be provided as a curricular option for secondary students to pursue in order to earn industry certifications adopted pursuant to s. 1008.44, which count as credits toward the high school diploma. Career Dual Enrollment shall be available for secondary students seeking a degree and industry certification through a career education program or course.

WHEREAS, pursuant to section 1007.271, Florida Statutes, RTC and HCCA shall enter into a dual enrollment agreement; and,

NOW, THEREFORE,
The RTC and HCCA do hereby agree as follows:

I. EFFECTIVE DATE AND EFFECT OF AGREEMENT
Upon signature, this agreement will be in effect for one school year based on the RIVEROAK Technical College/Suwannee County School District Calendar.

II. THE INTENT OF THE AGREEMENT
It is the intent of the agreement that a variety of articulated acceleration mechanisms be available for secondary and postsecondary students attending public educational institutions. The purpose of these acceleration mechanisms is to shorten the time necessary for a student to complete the requirements for obtaining a nationally recognized credential in a Career and Technical Program of Study, broaden the scope of the Career and Technical options available to students, and to increase the depth of study in a particular program of study. The articulation mechanisms include (but are not limited to) dual enrollment, earning a nationally recognized Industry Certification and, the participation in Career Pathways.

III. PARTIES TO THE AGREEMENT
Suwannee County School Board Thru RIVEROAK Technical College and Holy Cross Christian Academy.

IV. ARTICULATED PROGRAMS

The programs articulated under this agreement include:

A. Career Dual Enrollment;
B. Nationally Recognized Industry Certifications;
C. Career Pathways

The following is included with this agreement: Methodology for determining dual enrollment costs and associated fees per Career and Technical program.

V. COURSES

A. ALL Career and Technical Education programs offered by RTC as Dual Enrolled Post-Secondary Adult Vocational Education (PSAV) Courses that are contained within the common course numbering system shall be eligible, if not specifically excluded by State Statute, State Board of Education Rule, Suwannee County School Board and/or the Board. To ensure transferability of credits, students' educational plans are closely evaluated when utilizing Career and Technical Education (CTE) courses for dual enrollment. Ensuring transferability of coursework, RTC encourages students to concentrate on a specific CTE program(s) of study. Students who intend to earn Occupational Completion Points should carefully evaluate each course to determine its applicability in meeting those requirements.
B. Eligible secondary students shall be permitted to enroll in postsecondary courses conducted during school hours. RTC shall assume responsibility for the maintenance of instructional quality.

VI. DEFINITIONS OF ACCELERATION

For the purposes of dual enrollment articulation agreement, the following definitions are applicable and shall be adhered to.

A. Career Dual Enrollment, 1007.2711, Florida Statutes
   1. Career dual enrollment was established by the legislature as a positive measure to expand the scope of dual enrollment program.
   2. This type of dual enrollment shall be provided as curricular options for secondary students who wish to earn a series of elective credits toward the high school diploma and shall be available for eligible secondary students seeking an industry certification from a complete job preparatory program.
B. Career Early Admission, 1007.271(11), Florida Statutes
   Career early admission is a form of career dual enrollment through which eligible secondary students enroll full-time in courses that are creditable toward the high school diploma, industry certification or the technical Postsecondary Career Certificate.
C. Career Pathways, 1007.235(2)(d), Florida Statutes
   The Board and RTC agree to cooperate in the advancement of the Career Pathways program. Working through a Career Pathways partnership, the high school and RTC personnel have identified courses and programs that can articulate from the high

school to RTC to help prepare students for Postsecondary Career Certificate. The Board and RTC will establish a clearly defined course-by-course to pathway articulation agreement. This agreement will provide opportunities for admission into RTC programs and the award of credits for students in those programs because of successful completion of work in a Career Pathways Program. To be eligible for credit, the student must complete the appropriate course work of high school Career Pathway courses with a satisfactory grade point average stated in this agreement.

VII. STUDENT ELIGIBILITY

A. An eligible student is defined in 1007.271(2) Florida Statues, as a student enrolled in a Florida Public secondary school or Florida non-public secondary school.
B. RTC limits dual enrollment to private high school sophomores, juniors and seniors.
C. Academic advising: The high school guidance office is responsible for dual enrollment students as to the courses which may be used to meet high school graduation requirements.
D. The high school is responsible for verifying the student is eligible to apply for admission as a dual enrolled student. The student is responsible for applying for admission and meeting the admission requirements prior to applicable deadlines.
E. The high school and/or student is responsible for provide individual transportation to RTC for daily instruction.
F. Dual enrolled students will be evaluated on an individual basis to determine the appropriate number of contract hours per term.
G. An unweighted 2.0 grade point average (high school) must be achieved and maintained for PSAV certificate dual enrollment courses. Students must also maintain a 2.0 RTC grade point average to continue dual enrollment.
H. If a dual enrolled student receives a grade of a "D" or "F" in any Postsecondary Career Certificate credit course, the student must sit out and will not be allowed to register the following term as a dual enrolled student.
I. Students must take the TABE examination within the first six weeks of beginning a RTC program of study.
J. The student's private school will work with appropriate personnel at the College to provide services and resources required by students with disabilities who register for dual enrollment. S.1007.271(25)

VIII. ELIGIBLE PROGRAMS, SCHEDULE, FUNDING, ENROLLMENT REQUIREMENTS

A. Schedule
   1. Slots are available to private high school students on a "space available" basis.
   2. Time slots are designed to maximize instructional time in both home school and RTC CTE courses
   3. Students must abide by the student code of conduct of RTC.

4. Students must maintain regular attendance in accordance with the RTC attendance policy. Absences in excess of the allowable number may result in dismissal from RTC.

B. Eligible Programs can be found at www.riveroakcollege.com

C. Enrollment

1. Registration form with verification of eligibility signed by the private school are due to RIVEROAK Technical College prior to enrollment.
2. Student enrollment may occur no later than two weeks prior to the beginning of a semester.
3. Instructional materials and tuition will be reimbursed through Office of Student Financial Assistance, Per Rule 6A-20.0282, FAC, Section 1009.30 F.S.

IX. TERM OF AGREEMENT: July 1, 2023 – June 30, 2024 for 2023-2024 school year

X. SIGNATURES

XI. Suwannee County School Board	**Holy Cross Christian Academy**
Signature:_____ **Jerry Taylor** **Title: Board Chairman** **Date:**_____	**Signature:**_____ **Printed Name**_____ **Title: Principal** **Date:**_____
Signature:_____ **Ted L. Roush** **Title: Superintendent of Schools** **Date:**_____	
Signature:_____ **Mary Keen** **Title: RIVEROAK Principal/Director of Career and Technical Education** **Date:**_____	

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

Exhibit A –

6A-10.040 Basic Skills Requirements for Postsecondary Career Certificate Education, including Basic Skills Requirements and Exceptions for Career Dual Enrollment

Requirements;

1. Dual enrollment. Pursuant to paragraph (8)(b) of this rule, students enrolled in an eligible career education dual enrollment program under Section 1007.271, F.S., are exempt from the basic skills examination requirement if they have demonstrated readiness for postsecondary education in accordance with Rule 6A-10.0315, F.A.C. prior to admission into the career certificate program. Dual enrollment students who have not met this requirement must complete the basic skills examination, unless otherwise exempt.

2. Career dual enrollment students who have not demonstrated readiness for postsecondary education in accordance with Rule 6A-10.0315, F.A.C. will demonstrate preparedness for postsecondary education by completing an entry-level basic skills examination. The acceptable exam for this requirement is the *Tests of Adult Basic Education (TABE)).*

3. Testing Exemptions. A student may be exempt from the testing requirement by documenting any of the following: (a, b, c, OR d)

    a. Minimum SAT scores
        * Verbal – 440
        * Mathematics – 440

    b. Minimum ACT scores
        * Reading – 19
        * English – 17
        * Mathematics – 19

Possessing a state, national or industry certification or licensure examination that is identified in the list entitled "Basic Skills and Licensure Exemption List".
https://www.fldoe.org/academics/career-adult-edu/career-tech-edu/program-resources.stml

    c. Documented learning disability and a current individualized education plan (IEP) that demonstrates preparedness for postsecondary education.

Teacher	Secondary Program/ Number	Course	OCP	Credit	Secondary Industry Cert.	Post Secondary Program/Number	Course	OCP	Hours	Post Secondary Industry Cert.
Masonry									1650	
Bruening, Olivia	Masonry 8722900	Masonry 1 8722610		1	NCCER025 Masonry - Level 1	Brick and Block Masonry I463112	BCV0330 Masonry Tender	A	450	NCCER235 Masonry - Level 1
Bruening, Olivia	Masonry 8722900	Masonry 2 8722620		1	NCCER044 Masonry - Lvel 2	Brick and Block Masonry I463112	BCV0360 Bricklayer Helper	B	300	NCCER236 Masonry - Level 2
Bruening, Olivia	Masonry 8722900	Masonry 3 8722630	A	1		I463112	BCV0362 Brick Mason 1		450	
Bruening, Olivia	Masonry 8722900	Masonry 4 8722640		1		Brick and Block Masonry I463112	BCV0363 Brick Mason 2	C	450	NCCER237 Masonry - Level 3
Bruening, Olivia	Masonry 8722900	Masonry 5 8722650	B	1	NCCER045 Masonry - Level 3	Brick and Block Masonry I463112				
Electricity									1200	
Ulmer, Jeremy	Electricity 8727200	Electricity 1 8727210		1	NCCER010 Electrical - Level 1	Electricity I460312	BCV0603 Electrician Helper	A	300	NCCER208 Electrical Level 1
Ulmer, Jeremy	Electricity 8727200	Electricity 2 8727220	A	1	Level 2	Electricity I460312	BCV0640 Residential Elect.	B	450	NCCER209 Electrical Level 2
Ulmer, Jeremy	Electricity 8727200	Electricity 3 8727230		1	NCCER099 Electrical - Level 3	Electricity I460312	BCV0652 Commercial Elect.	C	450	NCCER210 Electrical Level 3
Ulmer, Jeremy	Electricity 8727200	Electricity 4 8727240		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 5 8727250	B	1						
Ulmer, Jeremy	Electricity 8727200	Electricity 6 8727260		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 7 8727270		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 8 8727280	C	1						
Welding									1050	
Mercer, Kevin	Welding 9204400	Welding TechFundamentals 1		1	NCCER061 Welding - Level 1 AWELD003-	Welding Technology J400400	PMT0070 Welder Ast. 1		150	NCCER263-Welding Level 1 AWELD003- FCAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 2	A	1	NCCER062 Welding - Level 2 AWELD004-	Welding Technology J400400	PMT0071 Welder Ast. 2		150	NCCER264-Welding Level 2 AWELD004- GMAW Plate
Mercer, Kevin	Welding 9204400	Fundamentals 3 9204430		1	Level 3 AWELD011- SMAW Pipe	Welding Technology J400400	PMT0072 Welder, SMAW1		150	AWELD005- GTAW Pipe (Carbon) AWELD006-GTAW Pipe (Stainless to Carbon)
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 4 9204440	B	1	AWELD012- SMAW Plate	Welding Technology J400400	PMT0073 Welder, SMAW2		150	AWELD007- GTAW Stainless AWELD008- GTAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals Capstone 9204450	C	1		Welding Technology J400400	PMT0074 Welder		450	AWELD009- GTAW/SMAW Pipe/Carbon AWELD010- GTAW/SMAW Pipe (Chrome PWHT) NCCER265 LEVEL 3
										AWELD011- SMAW Pipe
										AWELD012- SMAW Plate
Welding Technology Advanced									750	
Mercer, Kevin						Welding Advance J400410	PMT0075 Adv Welder 1	A	600	Metal Work 7G
Mercer, Kevin						Welding Advance J400410	PMT0076 Adv Welder 2	B	150	
Heating, Ventilation, Air Conditioning/Refrigeration (HVAC/R)										
Durham, Marcus						HVAC/R 1 C400410	Introduction to HVCA/R ACR0000	A	250	
Durham, Marcus						HVAC/R 1 C400410	HVCA/R Fundamentals ACR0001	B	250	
Durham, Marcus						HVAC/R 1 C400410	HVCA/R Services Practices ACR0012	C	250	
Applied Engineering Technology										
Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 1 8401110		1	Solidworks Associate Academic					
Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 2 8401120		1	SOLID003 -Certifid Solidworks Associate Academic					

Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 3 8401130		1	SOLID003 -Certifid Solidworks Associate Academic					
Applied Cybersecurity										
Hill, William	CTS0018	CTS0018 CYBERSECURITY ASSC			COMPT008 COMP TIA SECURITY	Applied Cybersecurity Y100300	CTS0018 Cybersecurity Ass	600	A	COMPT008 COMP TIA SECURITY+
Hill, William						Applied Cybersecurity Y100300	CTS0019 Info Security MGR	150	B	
Cosmetology									1200	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Grooming & Salon Services CSP0009		225	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 1 COS0002		300	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 2 COS0003		300	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 3 COS0009	A	375	FLDOP002 Cosmetologist
Nails\Specialty									180	
Thornton, Greta	8757210	Grooming & Salon Services 1 8757210		0.5		Nails Specialty I120415	CSP0016 Mani and Pedi Spec		180	FLDOP008 Nail Specialist
Thornton, Greta	8757310	8757310 Nails Specialty 2		0.5						
Thornton, Greta	8757320	8757320 Nails Specialty 3		1						
Thornton, Greta	8901000	Directed Study 8901000		0.5						
Facials\Specialty									220	
Thornton,Greta Maxwell, Catherine	8757210	Grooming & Salon Services 1 8757210		0.5		Facials/ Skin Care I120425	Facials/Skin Care CSP0256		220	FLDOP009 Facial Specialist
	8757410	Facials Specialty 2		0.5						
	8757420	Facials Specialty 3		1						
Professional Culinary Arts & Hospitality									1200	
Sinclair, John/ Holmes, LaDonna	8800500	Culinary Arts 1 8800510	A	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0100 Food Preparation	A	300	
Sinclair, John/ Holmes, LaDonna	8800500	Culinary Arts 2 8800520	B	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HM0170 Cook- Restaurant	B	300	
Sinclair, John/ Holmes, LaDonna	8800500	Culinary Arts 3 8800530	C	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0171 Chef- Head Cook	C	300	
Sinclair, John/ Holmes, LaDonna	8800500	Culinary Arts 4 8800540	D	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0126 Food Service Management	D	300	NRAEF003 Certified Food Protection Manager ServeSafe
Automotive Collision Technology									1400	
Ragan, Joe	Automotive Collision Technology 9514000	Auto Collision Paint & Body Asst 9514010	A	1	NIASE08BASE Entry Level: Collision Painting and Refinishing	Automotive Collision Technology Technician T401300	ARR0140 Auto Coll Repair & Refinishing Helper/Asst.	A	150	
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 1		1		Automotive Collision Technology Technician	ARR0141 Auto Coll. Refin. Technician	B	450	NIASE029 ASE Coll. Repair & Refinishing Painting & Refinishing (B2)
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 2 9514030		1		Automotive Collision Technology Technician T401300	ARR0312 Non-Structural Damage Repair Tech.	C	300	NIASE018 ASE Coll. Repair & Refinishing Tech Non-Structrual Analusis (B3)
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 3 9514040	B	1		Automotive Collision Technology Technician T401300	ARR0022 Damage Analysis & Estimating	D	75	NIASE019 ASE Damage Analysis & Estimating (B6)
Ragan, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 1 9514050		1	Level- Collision: Non-Structural Analysis and	Technology Technician T401300	ARR0112 Auto Coll. Welding, Cutting, Joining	E	75	

Ragan, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 2 9514060	C	1			ARR0295 Sturctural Damage Repair Tech.	F	350		
Automotive Service Technology 1										1050	
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 1 9504110		1	NIASE076 ASE Auto Maintenance & Light Repair	Automotive Service Technology 1 T400700	AER0014 Auto Service Assistor	A	300	NIASE013 ASE Automobile Service Consultant (C1)	
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 2 9504120		1		Automotive Service Technology 1 T400700	AER0418 Auto Brake System Tech.	B	150	NIASE007 ASE Brakes (A5) NIASE76 ASE Auto Maintenance & Light Repair (G1)	
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 3 9504130		1		Automotive Service Technology 1 T400700	AER0453 Auto. Suspen. & Steer. Tec.	C	150	NIASE033 ASE Suspension & Sterring (T5) NIASE016 ASE Brakes (T4)	
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 4 9504140	A	1		Automotive Service Technology 1 T400700	AER0360 Auto Electrical/ Electronic system Tech	D	300	NIASE008 Electrical/Electronic Systens (T6)	
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 5 9504150		1		Automotive Service Technology 1 T400700	AER0110 Engine Repair Technician	E	150	NIASE010 ASE Enging Repair (A1)	
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 6 9504160	B	1							
Automotive Service Technology 2											
Blackmon, William						Automotive Service Technology 2 T400800	AER0503 Auto Engine Performance Tech	A	300		
Blackmon, William						Automotive Service Technology 2 T400800	AER0257 Automatic Transmission and Transaxle Tech	B	150		
Blackmon, William						Automotive Service Technology 2 T400800	AER0274 Manual Drivetrain and Axle Tech	C	150		
Blackmon, William						Automotive Service Technology 2 T400800	AER0172 Auto Heating and Air Conditioning Tech	D	150		
Practical Nursing									1350		
Wilson, Suzanne Hall, Robin						Practical Nursing H170607	Practical Nursing Foundations 1 PRN0098	A	300		
Wilson, Suzanne Hall, Robin						Practical Nursing H170607	Practical Nursing Foundations 2 PRN0099		300		
Wilson, Suzanne Hall, Robin						Practical Nursing H170607	Medical Surgical Nursing 1 PRN0290		300		
Wilson, Suzanne Hall, Robin						Practical Nursing H170607	Medical Surgical Nursing 2 PRN0291		300		
Wilson, Suzanne Hall, Robin						Practical Nursing H170607	Comp. Nursing & Transitional Skills PRN0690	B	150	NCSBN002 National LPN (NCLEX-PN)	
Patient Care Technician									600		
Willis, Jessica						Patient Care Technician H170694	Basic Healthcare Worker HSC003	A	90		
Willis, Jessica						Patient Care Technician H170694	Nurse Aide & Orderly (Articulated) HCP0121	B	75		
Willis, Jessica						H170694	HCP0332	C	50	FDMQA002 Certified Nursing Assistant	
Willis, Jessica						Patient Care Technician H170694	Patient Care Assistant HCP0020	D	75	NATHA002 Certified EKG Tech	
Willis, Jessica						H170694	Allied Health Assistant HSC0016	E	150	NATHA007 Certified Phlebotomy Technician	
Willis, Jessica						H170694	MEA0580	F	100		
Willis, Jessica						H170694	Patient Care Tech. PRN0094	G	60	NATHA006 Certified Patient Care Technician	
Pharmacy Technician									1050		
Miller, Katie						Pharmacy Technician H170700	Basic Healthcare Worker HSC003	A	90		
Miller, Katie						H170700	Pharmacy Technician 1 PTN0084		360		
Miller, Katie						Pharmacy Technician H170700	Pharmacy Technician 2 PTN0085		300		

Miller, Katie						Pharmacy Technician H170700	Pharmacy Technician 3 PTN0086	B	300	PTCBD001 Pharmacy Technician
Surgical Technology									1330	
Vickers, Mary						Surgical Technology H170211	Basic Healthcare Worker HSC0003	A	90	
Vickers, Mary						Surgical Technology H170211	Central Supply Technician STS0015	B	210	
Vickers, Mary						Surgical Technology H170211	Surgical Technologist 1 STS0010		343	
Vickers, Mary						Surgical Technology H170211	Surgical Technologist 2 STS0011		343	
Vickers, Mary						Surgical Technology H170211	Surgical Technologist 3 STS0012	C	344	NST5A001 Certified Surgical Technologist (CST) NCFCT004 Tech in Surgery - Certified
Phlebotomy										
Senea, Shari							Basic Healthcare Worker HSC0003	A	90	
Senea, Shari							Phebotomist MEA0520	B	75	NATHA007 Certified Phlebotomy Technician
Nursing Assistant										
Thompson, Traci / Rebecca Futch						CNA H170602	Nurse Aide &Orderly PRN0090	A		FDMQA001 Certified Nursing Assitant

FIRST AMENDMENT

TO

MEMORANDUM OF AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("Amendment") to the Memorandum of Agreement for Professional Services is made by and between Trenton Medical Center, Inc., d/b/a Palms Medical Group., ("PALMS") and the Suwanee County School Board, ("SCSB") on this 8th day of August, 2023.

RECITALS

PALMS currently provides certain primary care and wellness services to SCSB pursuant to that Agreement between the parties with a term of August 9, 2022 to August 8, 2025.

The parties wish to amend certain sections of the Agreement between the parties with such Amendment becoming part of the Agreement.

For good and valuable consideration including, but not limited to, the continued provision of services, the parties agree as follows:

1. This First Amendment applies to the following specifically identified sections of the Agreement. Unless specifically stated otherwise, all sections of the Agreement not specifically addressed shall remain unchanged and in full effect. This First Amendment shall become effective when signed by both parties.

2. Exhibit A of the Agreement is amended to add the following additional services:

   a. PALMS will make its pharmacy located at 211 Ranchera Street, Live Oak and 103 SW US Hwy 27, Branford available to individuals being served under the Agreement. The pharmacy shall fill and dispense, subject to its formulary, lawful prescriptions issued by PALMS providers providing services under the Agreement.

   b. PALMS will collect a fee from each patient receiving a prescription as required under SCSD's self-insured health plan. PALMS will bill SCSB a separate fee for the filled prescription.

3. SCSB shall compensate the PALMS for its cost of any drugs dispensed plus a dispensing fee per prescription. Such compensation shall be made within 10 days of invoicing by PALMS.

IN WITNESS WHEREOF, the parties have executed this First Amendment.

PALMS

By: _____

As its: _____

Date: _____

SCSB

By: _____
Jerry Taylor

As its: Board Chairman

Date: _____

By: _____
Ted L. Roush

As its: Superintendent of Schools

Date: _____

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

INFO ONLY

SCSB 2023-87 (NEW)

MEMORANDUM OF AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement (the "Agreement") is entered into on the 9th day of August, 2022, by and between the Suwannee County School Board on behalf of the Suwannee County School District (hereinafter referred to as "SCSD") and Trenton Medical Center, Inc., a Florida not for profit corporation d/b/a Palms Medical Group (hereinafter referred to as "PALMS").

RECITALS

The School Board of Suwannee County, Florida is a political subdivision of the State of Florida charged with the responsibility of operating the Suwannee County School District;

PALMS is a Federally Qualified Health Center that specializes in the delivery of primary health care services in its approved service area;

SCSD desires to make an employee Wellness Center available to SCSD employees and their dependents as well as eligible retirees of the SCSD;

The Parties Agree As Follows:

1. Term.

The term of this Agreement shall be for a total of three (3) one (1) year periods, beginning August 9, 2022 and ending August 8, 2025. During the term, this Agreement shall automatically renew annually, unless terminated or amended as provided herein.

2. Obligations of PALMS.

PALMS shall provide access to health care services to SCSD employees and their dependents as well as eligible SCSD retirees ("SCSD Patients"). The health care services shall be as set forth in Exhibit A to this Agreement.

3. Obligations of SCSD.

SCSD shall collaborate with PALMS to coordinate the provision of services set forth in Exhibit A of this Agreement to SCSD Patients. Additionally, SCSD shall provide PALMS with a facility to provide services to SCSD Patients. The facility shall be provided PALMS without cost and shall be subject to the Space Use Agreement set forth in Exhibit B to this Agreement.

4. Compensation.

SCSD provides its employees and their dependents with health care coverage under SCSD's self-insured health plan. SCSD seeks to make available to SCSD Patients a dedicated facility to increase SCSD Patient access to primary health care. SCSD shall agree to compensate PALMS for the services provided under this Agreement pursuant to the compensation methodology set forth in Exhibit C to this Agreement.

5. Independent Contractor.

The parties intend to create an independent contractor relationship, and it is of the essence of this Agreement that PALMS is an independent contractor for all purposes, including tax purposes. Any contrary final determination by a board, administrative proceeding, or court of competent jurisdiction shall entitle the parties to amend this Agreement in any way necessary to establish and maintain an independent contractor relationship. In the event such amendment is not possible, this Agreement may be terminated by either party. Neither party to this Agreement has any authority to employ or retain any person on behalf of the other. Each shall have the exclusive right to select, engage, and fix the compensation of, discharge and to otherwise manage, supervise and control any persons hired by them, and shall be responsible for all obligations and discharge all liabilities imposed under labor, wage hour, workers' compensation, unemployment compensation or insurance, Social Security and other federal, state and municipal laws and regulations. PALMS agrees that it will not be treated by SCSD as an employee, and that it is solely responsible for any tax liability relating to its business, including payment of federal income taxes, self-employment taxes and payroll taxes, as required.

6. Professional Services.

PALMS expressly warrants, represents and acknowledges that its employees and contractors providing services under this Agreement are duly licensed to in the State of Florida to provide the services contemplated in this Agreement. PALMS further warrants, represents and acknowledges that it's employees shall perform all professional medical services provided to employees of SCSD consistent with the requirements of their respective license and shall perform all services with respect to the diagnoses and treatment of patients in such manner as they, in the independent exercise of medical judgment, deem to be in the best interest of the patients.

7. Liability and Insurance.

a. PALMS has been "deemed" as an employee of the Federal Government pursuant to the Federally Supported Health Centers Assistance Act of 1995 (Pub. L. 104-73). As such, all of the PALMS's employees, as well as PALMS itself, has been afforded protection under the Federal Tort Claims Act for all claims relating to personal injury, including death, resulting from the performance of medical treatment to the patients under the terms of this Agreement. Such coverage may not be extended to the SCSD. In the event that Federal Tort Claims Act coverage is not available for the services provided under this Agreement, PALMS maintains and shall maintain professional liability coverage in at least the minimum amounts required by law to supplement any Federal Tort Claims Act coverage denials.

b. The parties agree to maintain all appropriate insurance or other form of financial responsibility coverage as may be required by law. The parties agree to accept and to be responsible for their own acts or omissions as well as those of its employees, and nothing in this agreement should be interpreted or construed to place any such responsibility onto the other parties.

8. Termination.

8.1 Termination without Cause.

Either party may terminate this Agreement, without cause, upon ninety (90) days written notice, at any time during this Agreement.

8.2 Termination for Cause.

a. The Agreement may be terminated in the event that either party fails to observe, perform or otherwise defaults or breaches any material covenants, agreements or obligations under this Agreement and such failure continues for a period of thirty (30) days after receipt by the other party of notice thereof.

b. The Agreement may be terminated should legal counsel for either party reasonably conclude that any portion of or provision in this Agreement is or may be in violation of any federal, state or local law, regulation or ordinance, unless that parties are able to agree to such modifications of the Agreement as may be necessary to establish compliance with such law, regulation or ordinance.

9. Waiver.

The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such party.

10. Notices.

Any notices permitted or required under this Agreement shall be deemed given upon the date of personal delivery or two business days after the date of deposit in the United States mail, postage fully prepaid, return receipt requested, addressed to SCSD at:

Ted L. Roush, Superintendent
Suwannee County School District
1740 Ohio Avenue South
Live Oak, FL 32064

addressed to the PALMS at:

Palms Medical Group
c/o Anita H. Rembert, CEO
23343 NW County Rd. 236
High Springs, FL 32643

or at any other address as any party may, from time to time, designate by notice given in compliance with this Section.

11. Governing Law.

This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this agreement, the parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this agreement.

12. Entire Agreement.

This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this or any prior Agreement between the parties. This Agreement may be subsequently modified only by a writing signed by the parties to this Agreement, except as may be otherwise expressly provided in this Agreement.

13. Agreement Binding.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

14. Attorney Fees.

In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys fees to be fixed by the arbitrator, trial court, and/or appellate court.

15. Presumption.

This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

16. Fraud and Abuse Compliance.

It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. By entering into this Agreement, the parties specifically intend to comply with all applicable laws, rules and regulations, including (i) the federal anti-kickback statute (42 U.S.C. 1320a-7(b)) and the related safe harbor regulations; and (ii) the Limitation on Certain Physician Referrals, also referred to as the "Stark Law" (42 U.S.C. 1395nn). Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business. In the event that any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions which are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, either party may terminate this Agreement on thirty (30) days written notice to the other party.

17. Warranties by PALMS.

PALMS has warranted that; (a) None of its employees' license to practice as licensed professional in the State of Florida, or in any other State, has ever been suspended or revoked at any time, unless and except as disclosed to SCSD in writing prior to executing this Agreement; and

(b) PALMS has never taken any acts in violation of 42 U.S.C. section 1395nn (the Stark Law), Chapter 456.053, Florida Statutes (The Patient Self Referral Act), Chapter 456.054, Florida Statutes (anti-kickback prohibition), Chapter 817.505, Florida Statutes (prohibition against patient brokering), or the Federal anti-kickback statute, 42 U.S.C. 1320a-7(b) nor does PALMS know of any threatened or pending administrative or legal action by any governmental agency involving PALMS, unless and except as disclosed to the SCSD in writing prior to the execution of this Agreement. (c) PALMS and its licensed professionals have not been debarred, excluded, suspended or otherwise determined to be ineligible to participate in any Federal or state health care programs.

18. Public Records.

PALMS acknowledges that all records not otherwise protected from disclosure by HIPAA,FERPA or other state or federal law, are public records pursuant to Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, PALMS is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- Keep and maintain public records required by SCSD to perform the service.
- Upon request from SCSD's custodian of public records, provide SCSD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statues or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the PALMS does not transfer the records to the School Board.
- Upon completion of the contract, transfer, at no cost, to SCSD all public records in possession of PALMS or keep and maintain public records required by SCSD to perform the service. If PALMS transfers all public records to SCSD upon completion of the contract, PALMS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PALMS keeps and maintains public records upon completion of the contract, PALMS shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request of the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- The failure of the PALMS to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.

IF PALMS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PALMS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DEPRATTER, CPA, CHIEF FINANCIAL OFFICER AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, or 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

19. Certification Regarding Debarment, Suspension, and Other Matters.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it, and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency;
   b. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
   c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in 1b. above, of this certification; and
   d. Have not, within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
2. That if the prospective primary participant is unable to certify to any statements in this certification, such prospective primary participant shall attach an explanation to the proposal.

20. Force Majeure.

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

21. E-Verify. Effective July 1, 2020

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

B. Subcontractors

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

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

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

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

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

22. Contractor's Representations and Warranties.

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

23. No Dissemination of Confidential Data.

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

INFO ONLY

SCSD

By: _____
Jerry Taylor

As its: _____
Board Chairman

Date: AUG 09 2022

By: _____
Ted L. Roush

As its: _____
Superintendent of Schools

Date: AUG 09 2022

PALMS

By: _____

As its: CFO

Date: 8-18-2022

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

EXHIBIT A

SCOPE OF WORK – HEALTH CARE SERVICES

1. PALMS will provide the following services as the SCSD Wellness Clinic ("Wellness Clinic") to eligible SCSD Patients:
   Pre-employment physicals including drawing labs
   Wellness Exams
   Primary Health Care for both Adults and children at least 5 years old
   Vaccines (Flu, COVID, Pneumococcal, Tdap)

2. PALMS will ensure that clinical providers providing services to SCSD Patients are appropriate licensed to practice in Florida are practicing within their approved scope of practice.

3. PALMS will ensure compliance with all applicable federal and state laws and regulations related to the provision of services under this Agreement.

4. PALMS will designate an individual who will serve as a primary liaison to the SCSD and coordinate the appropriate exchange of information between the parties.

5. PALMS will require its employees to undergo criminal background checks.

6. The ownership and right to control of all clinical records, test results and supporting documents prepared in connection with the delivery of services under this Agreement will vest exclusively in PALMS. However, PALMS agrees that copies of such clinical records will be released to a patient, parent or legal guardian, as applicable, pursuant to a valid consent or to a third-party as provided by applicable federal or state law. The parties expressly agree that such clinical records will not be released to SCSD nor will SCSD have access to any of the contents of such clinical records.

7. The hours of operation of the Wellness Clinic shall be established by PALMS, in consultation with SCSD, to meet the needs of SCSD Patients. The clinic will be staffed with Palms employees no more than 3 days per week.

SCSB 2023-87 (NEW)

SPACE USE AGREEMENT

This SPACE AND SUPPORT AGREEMENT ("Agreement") is made as of August 9, 2022 ("Commencement Date"), by and between **Suwannee County School Board** ("Landlord"); and **Trenton Medical Center, Inc.**, a Florida not for profit corporation d/b/a **Palms Medical Group** ("Tenant").

RECITALS

A. Landlord is the owner of 300 Pinewood Dr. SW ("Premises") located in Live Oak, Suwannee County, Florida.

B. Landlord desires the services of a qualified health services provider to render health services to SCSD Patients as set forth in the Agreement between the parties.

D. Tenant is an organization that operates Federally Qualified Health Centers ("FQHC") as defined by Section 1905(1)(2)(B) of the Social Security Act (codified at 42 U.S.C. § 1396d(1)(2)(B)) that provides services to medically underserved populations within its approved service area in the state of Florida. Tenant is a community-driven health care organization dedicated to serving patients and their families locally, in the neighborhoods that they live and trust. Tenant provides quality and compassionate health care services to many diverse communities and does so in a way that consistently overcomes economic, cultural, and geographic barriers.

E. Tenant desires to use, and Landlord, under the terms and conditions set forth herein, agrees to allow Tenant to use a portion of the Premises for the purpose of a charitable organization health services clinic.

F. Landlord and Tenant now desire to set forth in writing the terms and conditions of their agreement.

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

1. Incorporation of Recitals: The Recitals set forth above are true and correct and are incorporated herein by this reference.

2. Grant of Agreement: Landlord does hereby grant unto Tenant an agreement to use a portion of the Premises, as outlined in **Exhibit 1**, which is attached hereto and incorporated herein by this reference, ("Clinical Office Space") for the purpose of Tenant operating a health care services clinic for a charitable organization, in accordance with the terms and conditions of this Agreement. The parties shall mutually agree on the schedule for the Tenant's use of the Clinical Office Space under this Agreement. Except as otherwise listed herein, Tenant accepts the Clinical Office Space in its "AS IS" condition. Tenant shall also have access to the common areas of the Premises, as well as non-reserved parking

In the Premises parking lot. The Tenant shall be provided a separate entrance for the Clinical Office Space.

3. Term and Termination: The Term of this Agreement shall begin on the Commencement Date and shall terminate on the second anniversary of the Commencement Date. This Agreement may be renewed upon mutual written agreement of the parties. Either Party may terminate this Agreement upon (ninety) 90 days prior written notice to the other Party.

4. Fee: Tenant shall pay Landlord the sum of one dollar ($1.00) for the rent of the Clinical Office Space as outlined in this Section 4.

08/21/2021 – 08/20/2022	$1.00/annum
08/21/2022 – 08/20/2023	$1.00/annum

5. Maintenance and Repairs: Landlord, at its own cost and expense, shall maintain and keep in good repair the exterior and the structural portions of the Premises and the heating and air conditioning equipment and restroom water closets, located thereon provided that the cost of any repairs required are not solely attributed to the negligence, acts or omissions of Tenant or any person on the Premises with Tenant's permission; in which case repairs shall be paid by the Tenant. Tenant shall furnish its own sharps, chemical, medical, and biomedical waste disposal, as well as provide for any cleaning of the Clinical Office Space during Tenant's use thereof. In addition, Tenant shall keep the Clinical Office Space in a clean, sanitary, and safe condition in accordance with the laws of Lake City and the State of Florida and all directions, rules and regulations of the Health Officer, Fire Marshall, Building Inspector, and other proper officers of governmental agencies having jurisdiction, at the sole cost and expense of the Tenant while in use by the Tenant. Landlord shall provide typical janitorial service, at Landlord's sole cost and expense, on a nightly basis, or as otherwise deemed appropriate by Landlord. Tenant shall permit no waste, damage or injury to the Premises or the Clinical Office Space, including all fixtures, furnishings, and equipment located therein, and, at the expiration of the tenancy hereby created, shall promptly surrender the Premises and Clinical Office Space in as good condition as it is now, reasonable wear and tear or acts of God excepted. In no event shall Tenant be responsible for repairs and expenses which constitute capital expenditures.

6. Equipment, Supplies and Utilities: Tenant shall provide certain medical and office equipment and supplies, as it deems appropriate, for the efficient use and operation of the Clinical Office Space as a health care office during the term of this Agreement. Landlord may consult with Tenant regarding medical and office equipment and supplies for the Clinical Office Space, but Tenant shall have ultimate approval and authority on the purchase of the subject equipment and supplies. Tenant shall also arrange for appropriate biohazard waste disposal. Landlord agrees to reimburse Tenant for equipment, supplies and biohazard waste removal. Such reimbursement shall be equal to the actual cost incurred by Tenant. Tenant shall supply Landlord with appropriate documentation of all

expenses. Additionally, Landlord, at its own cost and expense, shall also provide all necessary utilities for the efficient operation of the Premises and the Clinical Office Space.

7. No Required Referrals: The parties agree that no part of this Agreement shall be or is intended or may be construed to offer any compensation or remuneration to induce or encourage the referral of patients or the purchase of health care services or supplies. The parties acknowledge that there is no requirement under this Agreement or any other agreement between the parties whether oral or written, that any party refer any patients to any health care provider or purchase any health care goods or services from any source. Additionally, no payment under this Agreement is in return for the referral of patients, or in return for purchasing, leasing, or ordering services from either party to the other party. The parties may refer patients to any entity or person providing services, including the other party, and shall make such referrals consistent with professional medical judgment and the needs and wishes of the relevant patients.

8. Alterations and Signage: Tenant shall not make any structural changes, renovations or remodeling in the Premises without the prior written consent of the Landlord; and any such changes, renovations or remodeling so made shall be done in compliance with all laws, orders, rules and regulations of the governmental authorities having jurisdiction thereof, and in such a manner as will not weaken the strength of the building or decrease its value. The Tenant shall be permitted to place Tenant's signage on the entrance to the Premises and the Clinical Office Space, subject to Landlord's sole review and approval.

9. Insurance:

Commercial Insurance. Tenant shall maintain commercial general liability insurance during the term of the Agreement, with coverage in amounts not less than ONE MILLION DOLLARS ($1,000,000) for each occurrence and TWO MILLION DOLLARS ($2,000,000) in the aggregate; and professional liability insurance in amounts not less than ONE MILLION DOLLARS ($1,000,000) for each occurrence and not less than FIVE MILLION DOLLARS ($5,000,000) in the aggregate. Tenant shall also carry workers' compensation insurance for its employees in accordance with Florida law. All commercial insurance shall name Landlord and its respective agents and employees as additional insureds, and such insurance shall not be changed or canceled without at least thirty (30) days' prior written notice to Landlord and Lessee (unless such cancellation is due to nonpayment of premiums, in which event ten (10) days' prior written notice shall be provided).

10. Indemnity: Tenant will indemnify and hold harmless Landlord from any and all claims, actions, damages, liability and expenses in connection with the loss of life, personal injury and/or damages to property arising from and out of any occurrence in, upon or at the Premises, occasioned wholly or in part by any negligence, act or omission of Tenant, its agents, contacts, employees and invites. If Landlord shall without fault on its part, be made party to a litigation commenced by or against Tenant, Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses, and reasonable attorney's fees incurred or paid by Landlord in connection with any litigation.

11. Confidentiality: In furtherance of this Agreement, each party may require access to the other party's or its affiliate's records and information during the Term of this Agreement including, without limitation, this Agreement. All confidential and proprietary information (the "Confidential Information") made available or exchanged under this Agreement in furtherance of this Agreement or in the performance of the services required under this Agreement shall at all times remain the sole property of the party providing such Confidential Information. Each Party shall take all reasonable precautions to maintain the confidentiality of any Confidential Information disclosed, supplied, discovered or made available by the parties, their affiliates or their authorized representatives in connection with this Agreement, and each party shall use such Confidential Information only to the extent required to perform its duties and obligations under this Agreement. Each party agrees not to disclose such Confidential Information to anyone other than those individuals directly involved in this Agreement, including their directors, officers, physicians, staff, employees, agents, attorneys, consultants and accountants, who are bound by confidentiality obligations at least as strict as those in this Agreement.

12. Representations and Warranties. Tenant hereby represents to Landlord as of the Commencement Date and warrants to Landlord for the Term that:

1. Tenant's Board has expressly authorized and approved the execution and performance of this Agreement.

2. The health care services to be furnished by Tenant are within Tenant's scope of Tenant's section 330 grant ("Scope of Project").

3. The terms of this Agreement comply with Tenant's compliance obligations and do not conflict with the terms of any of Tenant's existing federal or state grant awards, Scope of Project limitation mandated by the Department of Health and Human Services, or Tenant's obligations under 26 USC § 501(c)(3), and, to the best of Tenant's knowledge, will not hinder the likelihood of the renewal of such grant awards. Tenant will promptly notify Landlord of any potential conflict of which Tenant becomes aware.

4. Tenant has documented its reasonable expectation that this Agreement will contribute meaningfully to Tenant's ability to maintain or increase the availability, or enhance the quality, of services provided to the medically underserved population as defined in 42 C.F.R. § 51c.102(e) ("medically underserved population") served by Tenant.

5. Within thirty (30) calendar days prior to each July 1 during the Term, Tenant will reevaluate whether the use of space provided under the Agreement continues to meaningfully support Tenant's ability to serve medically underserved populations and will so advise Landlord.

6. Tenant has not, is not and will not at any time during the Term, directly (or to Tenant's knowledge, indirectly) be a party to or enter into any arrangement with any

physician pursuant to which the physician receives compensation that varies with, or otherwise takes into account, the volume or value of referrals or other business generated by the physician for customers or any of its affiliates, regardless of whether said compensation otherwise satisfies the special rules set forth in 42 C.F.R. § 411.354(d)(2) or (d)(3).

7. The use of space provided in this Agreement relates directly to health care services to be provided by Tenant as part of Tenant's Scope of Project.

8. The use of space provided in this Agreement is not conditioned upon the volume or value of federal healthcare business generated between the parties.

9. Landlord does not require Tenant (or its affiliated health care professionals) to refer patients to a particular individual or entity or restrict Tenant (or its affiliate health care professionals) from referring patients to any individual or entity. Where Tenant has multiple individuals or entities willing to offer comparable remuneration, Tenant must employ a reasonable methodology to determine which individuals or entities to select and must document its determination.

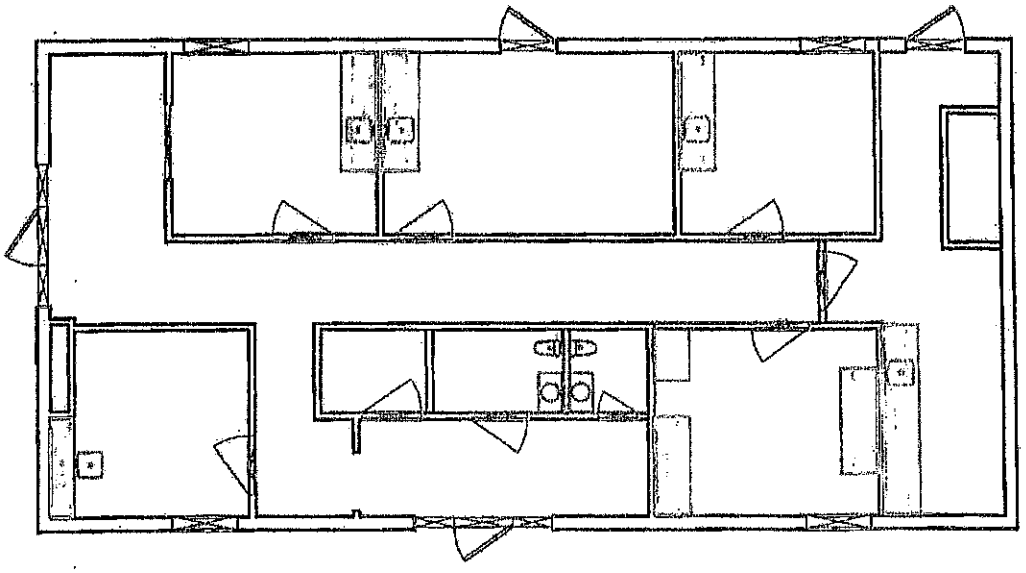
10. Landlord does not restrict Tenant's ability to enter into agreements with other providers or suppliers of comparable goods, items, or services, or with other lenders or donors.

11. Tenant provides effective notification to patients of their freedom to choose any willing provider or supplier. In addition, Tenant discloses the existence and nature of this Agreement to any patient who inquires. Tenant provides such notification or disclosure in a timely fashion and in a manner reasonably calculated to be effective and understood by the patient.

12. Tenant is receiving grant funding under Public Health Service Act Section 330, 42 U.S.C. § 254b(e).

INFO ONLY

Exhibit 1
Clinical Office Space Diagram



INFO ONLY

SCSB 2023-87 (NEW)

EXHIBIT C

COMPENSATION

PMG will be compensated for a Physician Assistant or an Advanced Registered Nurse Practitioner, three – eight hour days per week at a rate of $7,500 per month, with a 5% increase annually.

PMG will be compensated for a Clinical Support personnel, three – eight hour days per week at a rate of $2,800 per month, with a 5% increase annually.

PMG will be compensated for access to telehealth appointments during normal PMG office hours at a rate of $50 per visit effective July 1, 2023.

PMG will be reimbursed for all equipment and supplies purchased within 10 days of invoicing.

PMG will be reimbursed for labs drawn within 10 days of invoicing.

PMG will be compensated for oversight of this program (to include Malpractice insurance, Physician Oversight, Credentialing, Use of PMG's E.H.R. system, etc.) at a rate of $1,000 per month, with a 5% increase annually.

DUAL ENROLLMENT ARTICULATION AGREEMENT BETWEEN

THE SUWANNEE COUNTY SCHOOL BOARD Thru RIVEROAK Technical College

AND

NORTH FLORIDA ARTS AND SCIENCE ACADEMY

This agreement is entered into by and between the Suwannee County School Board Thru RIVEROAK Technical College, Live Oak, Florida, hereinafter referred to as "RTC", and North Florida Arts and Science Academy, hereinafter referred to as "NFASA".

WHEREAS, Career Dual Enrollment shall be provided as a curricular option for secondary students to pursue in order to earn industry certifications adopted pursuant to s. 1008.44, which count as credits toward the high school diploma. Career Dual Enrollment shall be available for secondary students seeking a degree and industry certification through a career education program or course.

WHEREAS, pursuant to section 1007.271, Florida Statutes, RTC and NFASA shall enter into a dual enrollment agreement; and,

NOW, THEREFORE,
The RTC and NFASA do hereby agree as follows:

I. EFFECTIVE DATE AND EFFECT OF AGREEMENT
Upon signature, this agreement will be in effect for one school year based on the RIVEROAK Technical College/Suwannee County School District Calendar.

II. THE INTENT OF THE AGREEMENT
It is the intent of the agreement that a variety of articulated acceleration mechanisms be available for secondary and postsecondary students attending public educational institutions. The purpose of these acceleration mechanisms is to shorten the time necessary for a student to complete the requirements for obtaining a nationally recognized credential in a Career and Technical Program of Study, broaden the scope of the Career and Technical options available to students, and to increase the depth of study in a particular program of study. The articulation mechanisms include (but are not limited to) dual enrollment, earning a nationally recognized Industry Certification and, the participation in Career Pathways.

III. PARTIES TO THE AGREEMENT
Suwannee County School Board Thru RIVEROAK Technical College and North Florida Arts and Science Academy.

IV. ARTICULATED PROGRAMS

The programs articulated under this agreement include:

A. Career Dual Enrollment;
B. Nationally Recognized Industry Certifications;
C. Career Pathways

The following is included with this agreement: Methodology for determining dual enrollment costs and associated fees per Career and Technical program.

V. COURSES

A. ALL Career and Technical Education programs offered by RTC as Dual Enrolled Post-Secondary Adult Vocational Education (PSAV) Courses that are contained within the common course numbering system shall be eligible, if not specifically excluded by State Statute, State Board of Education Rule, Suwannee County School Board and/or the Board. To ensure transferability of credits, students' educational plans are closely evaluated when utilizing Career and Technical Education (CTE) courses for dual enrollment. Ensuring transferability of coursework, RTC encourages students to concentrate on a specific CTE program(s) of study. Students who intend to earn Occupational Completion Points should carefully evaluate each course to determine its applicability in meeting those requirements.
B. Eligible secondary students shall be permitted to enroll in postsecondary courses conducted during school hours. RTC shall assume responsibility for the maintenance of instructional quality.

VI. DEFINITIONS OF ACCELERATION

For the purposes of dual enrollment articulation agreement, the following definitions are applicable and shall be adhered to.

A. Career Dual Enrollment, 1007.2711, Florida Statutes
   1. Career dual enrollment was established by the legislature as a positive measure to expand the scope of dual enrollment program.
   2. This type of dual enrollment shall be provided as curricular options for secondary students who wish to earn a series of elective credits toward the high school diploma and shall be available for eligible secondary students seeking an industry certification from a complete job preparatory program.
B. Career Early Admission, 1007.271(11), Florida Statutes
   Career early admission is a form of career dual enrollment through which eligible secondary students enroll full-time in courses that are creditable toward the high school diploma, industry certification or the technical Postsecondary Career Certificate.
C. Career Pathways, 1007.235(2)(d), Florida Statutes
   The Board and RTC agree to cooperate in the advancement of the Career Pathways program. Working through a Career Pathways partnership, the high school and RTC personnel have identified courses and programs that can articulate from the high

school to RTC to help prepare students for Postsecondary Career Certificate. The Board and RTC will establish a clearly defined course-by-course to pathway articulation agreement. This agreement will provide opportunities for admission into RTC programs and the award of credits for students in those programs because of successful completion of work in a Career Pathways Program. To be eligible for credit, the student must complete the appropriate course work of high school Career Pathway courses with a satisfactory grade point average stated in this agreement.

VII. STUDENT ELIGIBILITY

A. An eligible student is defined in 1007.271(2) Florida Statues, as a student enrolled in a Florida Public secondary school or Florida non-public secondary school.
B. RTC limits dual enrollment to private high school sophomores, juniors and seniors.
C. Academic advising: The high school guidance office is responsible for dual enrollment students as to the courses which may be used to meet high school graduation requirements.
D. The high school is responsible for verifying the student is eligible to apply for admission as a dual enrolled student. The student is responsible for applying for admission and meeting the admission requirements prior to applicable deadlines.
E. The high school and/or student is responsible for provide individual transportation to RTC for daily instruction.
F. Dual enrolled students will be evaluated on an individual basis to determine the appropriate number of contract hours per term.
G. An unweighted 2.0 grade point average (high school) must be achieved and maintained for PSAV certificate dual enrollment courses. Students must also maintain a 2.0 RTC grade point average to continue dual enrollment.
H. If a dual enrolled student receives a grade of a "D" or "F" in any Postsecondary Career Certificate credit course, the student must sit out and will not be allowed to register the following term as a dual enrolled student.
I. Students must take the TABE examination within the first six weeks of beginning a RTC program of study.
J. The student's private school will work with appropriate personnel at the College to provide services and resources required by students with disabilities who register for dual enrollment. S.1007.271(25)

VIII. ELIGIBLE PROGRAMS, SCHEDULE, FUNDING, ENROLLMENT REQUIREMENTS

A. Schedule
   1. Slots are available to private high school students on a "space available" basis.
   2. Time slots are designed to maximize instructional time in both home school and RTC CTE courses
   3. Students must abide by the student code of conduct of RTC.

4. Students must maintain regular attendance in accordance with the RTC attendance policy. Absences in excess of the allowable number may result in dismissal from RTC.

B. Eligible Programs can be found at www.riveroakcollege.com

C. Enrollment

1. Registration form with verification of eligibility signed by the private school are due to RIVEROAK Technical College prior to enrollment.
2. Student enrollment may occur no later than two weeks prior to the beginning of a semester.
3. Instructional materials and tuition will be reimbursed through Office of Student Financial Assistance, Per Rule 6A-20.0282, FAC, Section 1009.30 F.S.

IX. TERM OF AGREEMENT: July 1 2023 – June 30, 2024 for 2023-2024 school year

X. **SIGNATURES**

XI. **Suwannee County School Board**	**Donald R. Cooke School**
Signature:_____ **Jerry Taylor** **Title: Board Chairman** **Date:**_____	**Signature:**_____ **Printed Name**_____ **Title: Principal** **Date:**_____
Signature:_____ **Ted L. Roush** **Title: Superintendent of Schools** **Date:**_____	
Signature:_____ **Mary Keen** **Title: RIVEROAK Principal/Director of Career and Technical Education** **Date:**_____	

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

Exhibit A –

6A-10.040 Basic Skills Requirements for Postsecondary Career Certificate Education, including Basic Skills Requirements and Exceptions for Career Dual Enrollment

Requirements;

1. Dual enrollment. Pursuant to paragraph (8)(b) of this rule, students enrolled in an eligible career education dual enrollment program under Section 1007.271, F.S., are exempt from the basic skills examination requirement if they have demonstrated readiness for postsecondary education in accordance with Rule 6A-10.0315, F.A.C. prior to admission into the career certificate program. Dual enrollment students who have not met this requirement must complete the basic skills examination, unless otherwise exempt.

2. Career dual enrollment students who have not demonstrated readiness for postsecondary education in accordance with Rule 6A-10.0315, F.A.C. will demonstrate preparedness for postsecondary education by completing an entry-level basic skills examination. The acceptable exam for this requirement is the *Tests of Adult Basic Education (TABE))*.

3. Testing Exemptions. A student may be exempt from the testing requirement by documenting any of the following: (a, b, c, OR d)

    a. Minimum SAT scores
        * Verbal – 440
        * Mathematics – 440

    b. Minimum ACT scores
        * Reading – 19
        * English – 17
        * Mathematics – 19

Possessing a state, national or industry certification or licensure examination that is identified in the list entitled "Basic Skills and Licensure Exemption List".
https://www.fldoe.org/academics/career-adult-edu/career-tech-edu/program-resources.stml

    c. Documented learning disability and a current individualized education plan (IEP) that demonstrates preparedness for postsecondary education.

Teacher	Secondary Program/ Number	Course	OCP	Credit	Secondary Industry Cert	Post Secondary Program/Number	Course	OCP	Hours	Post Secondary Industry Cert.
Masonry									1650	
Bruening, Olivia	Masonry 8722900	Masonry 1 8722610		1	NCCER025 Masonry - Level 1	Brick and Block Masonry I463112	BCV0330 Masonry Tender	A	450	NCCER235 Masonry - Level 1
Bruening, Olivia	Masonry 8722900	Masonry 2 8722620		1	NCCER044 Masonry - Lvel 2	Brick and Block Masonry I463112	BCV0360 Bricklayer Helper	B	300	NCCER236 Masonry - Level 2
Bruening, Olivia	Masonry 8722900	Masonry 3 8722630	A	1		I463112	BCV0362 Brick Mason 1		450	
Bruening, Olivia	Masonry 8722900	Masonry 4 8722640		1		Brick and Block Masonry I463112	BCV0363 Brick Mason 2	C	450	NCCER237 Masonry - Level 3
Bruening, Olivia	Masonry 8722900	Masonry 5 8722650	B	1	NCCER045 Masonry - Level 3	Brick and Block Masonry I463112				
Electricity									1200	
Ulmer, Jeremy	Electricity 8727200	Electricity 1 8727210		1	NCCER010 Electrical - Level 1	Electricity I460312	BCV0603 Electrician Helper	A	300	NCCER208 Electrical Level 1
Ulmer, Jeremy	Electricity 8727200	Electricity 2 8727220	A	1	Level 2	Electricity I460312	BCV0640 Residential Elect.	B	450	NCCER209 Electrical Level 2
Ulmer, Jeremy	Electricity 8727200	Electricity 3 8727230		1	NCCER039 Electrical - Level 3	Electricity I460312	BCV0652 Commercial Elect.	C	450	NCCER210 Electrical Level 3
Ulmer, Jeremy	Electricity 8727200	Electricity 4 8727240		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 5 8727250	B	1						
Ulmer, Jeremy	Electricity 8727200	Electricity 6 8727260		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 7 8727270		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 8 8727280	C	1						
Welding									1050	
Mercer, Kevin	Welding 9204400	Welding TechFundamentals 1		1	NCCER061 Welding - Level 1 AWELD003-	Welding Technology J400400	PMT0070 Welder Ast. 1		150	NCCER263-Welding Level 1 AWELD003- FCAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 2	A	1	NCCER062 Welding - Level 2 AWELD004-	Welding Technology J400400	PMT0071 Welder Ast. 2		150	NCCER264-Welding Level 2 AWELD004- GMAW Plate
Mercer, Kevin	Welding 9204400	Fundamentals 3 9204430		1	Level 3 AWELD011- SMAW Pipe	Welding Technology J400400	PMT0072 Welder, SMAW1		150	AWELD005- GTAW Pipe (Carbon) AWELD006-GTAW Pipe (Stainless to Carbon)
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 4 9204440	B	1	AWELD012- SMAW Plate	Welding Technology J400400	PMT0073 Welder, SMAW2		150	AWELD007- GTAW Stainless AWELD008- GTAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals Capstone 9204450	C	1		Welding Technology J400400	PMT0074 Welder		450	AWELD009- GTAW/SMAW Pipe/Carbon AWELD010- GTAW/SMAW Pipe (Chrome PWHT) NCCER265 LEVEL 3
										AWELD011- SMAW Pipe
										AWELD012- SMAW Plate
Welding Technology Advanced									750	
Mercer, Kevin						Welding Advance J400410	PMT0075 Adv Welder 1	A	600	Metal Work 7G
Mercer, Kevin						Welding Advance J400410	PMT0076 Adv Welder 2	B	150	
Heating, Ventilation, Air Conditioning and Refrigeration										
Durham, Marcus						HVAC/R 1 C400410	Introduction to HVCA/R ACR0000	A	250	
Durham, Marcus						HVAC/R 1 C400410	HVCA/R Fundamentals ACR0001	B	250	
Durham, Marcus						HVAC/R 1 C400410	HVCA/R Services Practices ACR0012	C	250	
Applied Engineering Technology										
Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 1 8401110		1	Solidworks Associate Academic					
Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 2 8401120		1	SOLID003 -Certifid Solidworks Associate Academic					

Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 3 8401130		1	SOLID003 -Certifid Solidworks Associate Academic					
Applied Cybersecurity										
Hill, William	CTS0018	CTS0018 CYBERSECURITY ASSC			COMPT008 COMP TIA SECURITY	Applied Cybersecurity Y100300	CTS0018 Cybersecurity Ass	600	A	COMPT008 COMP TIA SECURITY+
Hill, William						Applied Cybersecurity Y100300	CTS0019 Info Security MGR	150	B	
Cosmetology									1200	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Grooming & Salon Services CSP0009		225	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 1 COS0002		300	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 2 COS0003		300	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 3 COS0009	A	375	FLDOP002 Cosmetologist
Nails Specialty									1800	
Thornton, Greta	8757210	Grooming & Salon Services 1 8757210		0.5		Nails Specialty I120415	CSP0016 Mani and Pedi Spec		180	FLDOP008 Nail Specialist
Thornton, Greta	8757310	8757310 Nails Specialty 2		0.5						
Thornton, Greta	8757320	8757320 Nails Specialty 3		1						
Thornton, Greta	8901000	Directed Study 8901000		0.5						
Facials Specialty									220	
Thornton,Greta Maxwell, Catherine	8757210	Grooming & Salon Services 1 8757210		0.5		Facials/ Skin Care I120425	Facials/Skin Care CSP0266		220	FLDOP009 Facial Specialist
	8757410	Facials Specialty 2		0.5						
	8757420	Facials Specialty 3		1						
Professional Culinary Arts & Hospitality									1200	
Sinclair, John/ Holmes, LaDonna	8800500	Culinary Arts 1 8800510	A	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0100 Food Preparation	A	300	
Sinclair, John/ Holmes, LaDonna	8800500	Culinary Arts 2 8800520	B	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HM0170 Cook- Restaurant	B	300	
Sinclair, John/ Holmes, LaDonna	8800500	Culinary Arts 3 8800530	C	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0171 Chef- Head Cook	C	300	
Sinclair, John/ Holmes, LaDonna	8800500	Culinary Arts 4 8800540	D	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0126 Food Service Management	D	300	NRAEF003 Certified Food Protection Manager ServeSafe
Automotive Collision Technology									1400	
Ragan, Joe	Automotive Collision Technology 9514000	Auto Collision Paint & Body Asst 9514010	A	1	NIASE088ASE Entry Level: Collision Painting and Refinishing	Automotive Collision Technology Technician T401300	ARR0140 Auto Coll Repair & Refinishing Helper/Asst.	A	150	
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 1		1		Automotive Collision Technology Technician	ARR0141 Auto Coll. Refin. Technician	B	450	NIASE029 ASE Coll. Repair & Refinishing Painting & Refinishing (B2)
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 2 9514030		1		Automotive Collision Technology Technician T401300	ARR0312 Non-Structural Damage Repair Tech.	C	300	NIASE018 ASE Coll. Repair & Refinishing Tech Non-Structrual Analusis (B3)
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 3 9514040	B	1		Automotive Collision Technology Technician T401300	ARR0022 Damage Analysis & Estimating	D	75	NIASE019 ASE Damage Analysis & Estimating (B6)
Ragan, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 1 9514050		1	Level- Collision: Non-Structural Analysis and	Technology Technician T401300	ARR0112 Auto Coll. Welding, Cutting, Joining	E	75	

Ragan, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 2 9514060	C	1			ARR0295 Sturctural Damage Repair Tech..	F	350		
Automotive Service Technology 1									1050		
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 1 9504110		1	NIASE076 ASE Auto Maintenance & Light Repair	Automotive Service Technology 1 T400700	AER0014 Auto Service Assistor	A	300	NIASE013 ASE Automobile Service Consultant (C1)	
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 2 9504120		1		Automotive Service Technology 1 T400700	AER0418 Auto Brake System Tech.	B	150	NIASE007 ASE Brakes (A5) NIASE76 ASE Auto Maintenance & Light Repair (G1)	
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 3 9504130		1		Automotive Service Technology 1 T400700	AER0458 Auto. Suspen. & Steer. Tec.	C	150	NIASE033 ASE Suspension & Steering (T5) NIASE016 ASE Brakes (T4)	
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 4 9504140	A	1		Automotive Service Technology 1 T400700	AER0360 Auto Electrical/ Electronic system Tech	D	300	NIASE008- Electrical/Electronic Systens (T6)	
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 5 9504150		1		Automotive Service Technology 1 T400700	AER0110 Engine Repair Technician	E	150	NIASE010 ASE Enging Repair (A1)	
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 6 9504160	B	1							
Automotive Service Technology 2											
Blackmon, William						Automotive Service Technology 2 T400800	AER0503 Auto Engine Performance Tech	A	300		
Blackmon, William						Automotive Service Technology 2 T400800	AER0257 Automatic Transmission and Transaxle Tech	B	150		
Blackmon, William						Automotive Service Technology 2 T400800	AER0274 Manual Drivetrain and Axle Tech	C	150		
Blackmon, William						Automotive Service Technology 2 T400800	AER0172 Auto Heating and Air Conditioning Tech	D	150		
Practical Nursing									350		
Wilson, Suzanne Hall, Robin						Practical Nursing H170607	Practical Nursing Foundations 1 PRN0098	A	300		
Wilson, Suzanne Hall, Robin						Practical Nursing H170607	Practical Nursing Foundations 2 PRN0099		300		
Wilson, Suzanne Hall, Robin						Practical Nursing H170607	Medical Surgical Nursing 1 PRN0290		300		
Wilson, Suzanne Hall, Robin						Practical Nursing H170607	Medical Surgical Nursing 2 PRN0291		300		
Wilson, Suzanne Hall, Robin						Practical Nursing H170607	Comp. Nursing & Transitional Skills PRN0690	B	150	NCSBN002 National LPN (NCLEX-PN)	
Patient Care Technician									600		
Willis, Jessica						Patient Care Technician H170694	Basic Healthcare Worker HSC003	A	90		
Willis, Jessica						Patient Care Technician H170694	Nurse Aide & Orderly (Articulated) HCP0121	B	75		
Willis, Jessica						H170694	HCP0332	C	50	FDMQA002 Certified Nursing Assistant	
Willis, Jessica						Patient Care Technician H170694	Patient Care Assistant HCP0020	D	75	NATHA002 Certified EKG Tech	
Willis, Jessica						H170694	Allied Health Assistant HSC0016	E	150	NATHA007 Certified Phlebotomy Technician	
Willis, Jessica						H170694	MEA0580	F	100		
Willis, Jessica						H170694	Patient Care Tech. PRN0094	G	60	NATHA006 Certified Patient Care Technician	
Pharmacy Technician									1050		
Miller, Katie						Pharmacy Technician H170700	Basic Healthcare Worker HSC003	A	90		
Miller, Katie						H170700	Pharmacy Technician 1 PTN0084		360		
Miller, Katie						Pharmacy Technician H170700	Pharmacy Technician 2 PTN0085		300		

Miller, Katie						Pharmacy Technician H170700	Pharmacy Technician 3 PTN0086	B	300	PTCBD001 Pharmacy Technician
Surgical Technology									1330	
Vickers, Mary						Surgical Technology H170211	Basic Healthcare Worker HSC0003	A	90	
Vickers, Mary						Surgical Technology H170211	Central Supply Technician STS0015	B	210	
Vickers, Mary						Surgical Technology H170211	Surgical Technologist 1 STS0010		343	
Vickers, Mary						Surgical Technology H170211	Surgical Technologist 2 STS0011		343	
Vickers, Mary						Surgical Technology H170211	Surgical Technologist 3 STS0012	C	344	NSTSA001 Certified Surgical Technologist (CST) NCFCT004 Tech in Surgery - Certified
Senea, Shari							Basic Healthcare Worker HSC0003	A	90	
Senea, Shari							Phebotomist MEA0520	B	75	NATHA007 Certified Phlebotomy Technician
Nursing Assistant										
Thompson, Traci / Rebecca Futch						CNA H170602	Nurse Aide &Orderly PRN0090	A		FDMQA001 Certified Nursing Assitant

A CONTRACT BETWEEN THE FLORIDA LEARNING ALLIANCE, INC. (FLA, INC.) HEREIN REFERRED TO AS THE CONTRACTOR AND THE SUWANNEE COUNTY SCHOOL BOARD, HEREIN REFERRED TO AS THE SCHOOL BOARD, TO PROVIDE A STAFF DEVELOPMENT MANAGEMENT SYSTEM, HEREIN REFERRED TO AS THE TRACK APPLICATION AND RELATED SUPPORT SERVICES:

This contract period shall be from July 1, 2023, to June 30, 2024, unless otherwise amended/extended by mutual agreement.

I. OBLIGATIONS OF THE CONTRACTOR:

The Florida Learning Alliance, Inc. (FLA, Inc.) agrees to provide the Track application and selected services associated with this web-based staff professional learning management system as follows:

A. To provide instruction on access to the Track application website, copyrighted and operated through the Florida Learning Alliance, for use by School Board Employees that are provided Internet access through the School Board.
B. The Contractor is responsible for access control, web content, or any associated operational or maintenance activity of the Track application website.
C. C. To designate a technical contact to provide assistance with data migration and to provide technical assistance for product use and follow-up.
D. D. To provide training for each group of users including teachers, principals and staff development administrators, within the district.
E. E. To establish Track application Committees comprised of representatives from each participating district to evaluate the product and make recommendations for future enhancements.
F. F. To subcontract any of the above services to the North East Florida Educational
G. Consortium.

II. OBLIGATIONS OF THE BOARD:

The Board hereby agrees:

A. To designate Haley Radford as district administrator and first line of contact for users.
B. To pay the district assessment of $9,933.00 for school year 2023-2024 (based on 2022-2023 FEFP Third Calculation figures at $1.75 per FTE). All invoices are due in thirty (30) days from the date of the invoice.
C. To cooperate expeditiously in all matters requiring concurrence or approval in order that the contractor will not be unduly delayed in performing contractual obligations.

III. MODIFICATION OF CONTRACT

This contractual attachment may be amended only by an agreement executed in the same manner as the original.

IV. GOVERNING LAW AND VENUE

This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this agreement, the parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

The parties hereby knowingly, voluntarily, and intentionally waive any right it may have to a trail by jury with respect to any litigation related to or arising out of, under, or in conjunction with this agreement.

V. INDEMNIFICATION

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

VI. SOVERIGN IMMUNITY

Nothing contained in the Agreement shall be interpreted or construed to mean that the School Board waives its common law sovereign immunity or the limits of liability set forth in Florida statues.

VII. FORCE MAJEURE

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

VIII. 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

1. Contractor shall also require all subcontractors perfoming work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
2. Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an authorized alien, as defined by Fla. Stat. § 448.095.
3. 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. Contract 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)

IX. PUBLIC RECORDS

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

X. CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS

A. The prospective primary participant certifies to the best of its knowledge and belief, that it, and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or locat) with commission of any of the offenses enumerated in A2. Above, of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.

B. That if the prospective primary participant is unable to certify to any statement in this certification, such prospective primary participant shall attach an explanation to the proposal.

_____
Name & Title of Authorized Representative

_____ _____
Signature Date

XI. SWORN STATEMENT UNDER SECTION 2871/1333(3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF_____

COUNTY OF_____

Before me, the undersigned authority, personally appeared_____, who, being by be first duly sworn, made the following statement:

1. The business address of_____(Contractor) is_____.

2. My relationship to _____(Contractor) is _____(relationship such as sole proprietor, partner, president, vice president).

3. I understand a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

5. I understand "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public-entity crime, or a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Contractor nor any affiliate of the Contractor has been convicted of a public entity crime subsequent to July 1, 1992.

   (Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Contractor who is active in the management of the Contractor or an affiliate of the Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vender list. The name of the convicted person or affiliate is _____, a copy of the order of the Division of Administrative Hearings is attached to this statement.

   (Draw a line through paragraph 7 if paragraph 6 above applies.)

_____
Signature/Date

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20____.

_____, (affix seal)
Notary Public

_____,
My Commission Expires

XII. CONFLICT OF INTEREST STATEMENT/CERTIFICATION

The Contractor must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either Section may result in rejection of this Contract.

SECTION I

I hereby certify that no official or employee of the Grantee or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

Signature	Company Name
Name of Official (Type or Print)	Business Address
Date	City, State, Zip Code

SECTION II

I hereby certify that the following named Grantee official(s) and employee(s) having material financial interest(s) [in excess of 5%] in this company have filed the appropriate Conflict of Interest statements with the Grantee prior to the beginning date of this Contract.

Name	Title or Position	Date of Filing

Signature	Company Name
Name of Certifying Official	Business Address
Date	City, State, Zip Code

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, set their hands and seal on this the _____ day of _____, 2023.

APPROVED AND RECOMMENDED FOR SIGNING

Florida Learning Alliance, Inc.

_____
by Dr. Patrick Wnek, Treasurer

Dated: _____

Suwannee County School Board

_____
by Ted L. Roush, Superintendent

Dated: _____

_____
by Jerry Taylor, Chairperson

Dated: _____

"Approved as to Form and Sufficiency

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

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

A CONTRACT BETWEEN THE FLORIDA LEARNING ALLIANCE, INC. (FLA, INC.) HEREIN REFERRED TO AS THE CONTRACTOR AND THE SUWANNEE COUNTY SCHOOL BOARD, HEREIN REFERRED TO AS THE SCHOOL BOARD, TO PROVIDE A STAFF DEVELOPMENT MANAGEMENT SYSTEM, HEREIN REFERRED TO AS THE TRACK APPLICATION AND RELATED SUPPORT SERVICES:

This contract period shall be from July 1, 2023, to June 30, 2024, unless otherwise amended/extended by mutual agreement.

I. OBLIGATIONS OF THE CONTRACTOR:

The Florida Learning Alliance, Inc. (FLA, Inc.) agrees to provide the Track application and selected services associated with this web-based staff professional learning management system as follows:

A. To provide instruction on access to the Track application website, copyrighted and operated through the Florida Learning Alliance, for use by School Board Employees that are provided Internet access through the School Board.
B. The Contractor is responsible for access control, web content, or any associated operational or maintenance activity of the Track application website.
C. C. To designate a technical contact to provide assistance with data migration and to provide technical assistance for product use and follow-up.
D. D. To provide training for each group of users including teachers, principals and staff development administrators, within the district.
E. E. To establish Track application Committees comprised of representatives from each participating district to evaluate the product and make recommendations for future enhancements.
F. F. To subcontract any of the above services to the North East Florida Educational
G. Consortium.

II. OBLIGATIONS OF THE BOARD:

The Board hereby agrees:

A. To designate Haley Radford as district administrator and first line of contact for users.
B. To pay the district assessment of $9,933.00 for school year 2023-2024 (based on 2022-2023 FEFP Third Calculation figures at $1.75 per FTE). All invoices are due in thirty (30) days from the date of the invoice.
C. To cooperate expeditiously in all matters requiring concurrence or approval in order that the contractor will not be unduly delayed in performing contractual obligations.

III. MODIFICATION OF CONTRACT

This contractual attachment may be amended only by an agreement executed in the same manner as the original.

IV. GOVERNING LAW AND VENUE

This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this agreement, the parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

The parties hereby knowingly, voluntarily, and intentionally waive any right it may have to a trail by jury with respect to any litigation related to or arising out of, under, or in conjunction with this agreement.

V. INDEMNIFICATION

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

VI. SOVERIGN IMMUNITY

Nothing contained in the Agreement shall be interpreted or construed to mean that the School Board waives its common law sovereign immunity or the limits of liability set forth in Florida statues.

VII. FORCE MAJEURE

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

VIII. 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

1. Contractor shall also require all subcontractors perfoming work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
2. Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an authorized alien, as defined by Fla. Stat. § 448.095.
3. 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. Contract 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)

IX. PUBLIC RECORDS

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

X. CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS

A. The prospective primary participant certifies to the best of its knowledge and belief, that it, and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or locat) with commission of any of the offenses enumerated in A2. Above, of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.

B. That if the prospective primary participant is unable to certify to any statement in this certification, such prospective primary participant shall attach an explanation to the proposal.

_____
Name & Title of Authorized Representative

_____ _____
Signature Date

XI. SWORN STATEMENT UNDER SECTION 2871/1333(3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF_____

COUNTY OF_____

Before me, the undersigned authority, personally appeared_____, who, being by be first duly sworn, made the following statement:

1. The business address of_____(Contractor) is_____.

2. My relationship to _____(Contractor) is _____(relationship such as sole proprietor, partner, president, vice president).

3. I understand a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

5. I understand "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public-entity crime, or a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Contractor nor any affiliate of the Contractor has been convicted of a public entity crime subsequent to July 1, 1992.

   (Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Contractor who is active in the management of the Contractor or an affiliate of the Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vender list. The name of the convicted person or affiliate is _____, a copy of the order of the Division of Administrative Hearings is attached to this statement.

   (Draw a line through paragraph 7 if paragraph 6 above applies.)

_____

Signature/Date

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20____.

_____, (affix seal)

Notary Public

_____,

My Commission Expires

XII. CONFLICT OF INTEREST STATEMENT/CERTIFICATION

The Contractor must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either Section may result in rejection of this Contract.

SECTION I

I hereby certify that no official or employee of the Grantee or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

Signature	Company Name
Name of Official (Type or Print)	Business Address
Date	City, State, Zip Code

SECTION II

I hereby certify that the following named Grantee official(s) and employee(s) having material financial interest(s) [in excess of 5%] in this company have filed the appropriate Conflict of Interest statements with the Grantee prior to the beginning date of this Contract.

Name	Title or Position	Date of Filing

Signature	Company Name
Name of Certifying Official	Business Address
Date	City, State, Zip Code

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, set their hands and seal on this the _____ day of _____, 2023.

APPROVED AND RECOMMENDED FOR SIGNING

Florida Learning Alliance, Inc.

_____
by Dr. Patrick Wnek, Treasurer

Dated: _____

Suwannee County School Board

_____
by Ted L. Roush, Superintendent

Dated: _____

_____
by Jerry Taylor, Chairperson

Dated: _____

"Approved as to Form and Sufficiency

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

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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