

SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
October 22, 2024

AGENDA

Call to Order – 6:00 p.m.

1. Final review of additions and revisions to the Suwannee County School District Elementary Student Progression Plan and the Suwannee County School District Secondary Student Progression Plan for 2024-2025. (Copies are available for review in the office of the Assistant Superintendent of Instruction.)

Adjourn

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SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
October 22, 2024

AGENDA

Call to Order – Immediately following Public Hearing

Student remarks and pledge to the flag by Branford High School

Special Recognition by the Superintendent

- Perfect Scores on 2024 Spring Florida Assessment of Student Thinking (FAST) Assessments (Branford students)

Anyone present may approach the Board concerning any item on this agenda, in accordance with the following Citizen Input information:

Citizen Input (A *Citizen Input Form* must be completed and submitted to the secretary to the Superintendent/School Board prior to addressing the Board. We ask that speakers keep their comments to two minutes.)

Board members may pull any item on the Consent Agenda for discussion and separate action.

The Superintendent recommends approval to adopt the Agenda.

CONSENT AGENDA

The Superintendent recommends approval of the Consent Agenda.

1. The Superintendent recommends approval of the following Minutes:
(pgs. 6-31)

September 3, 2024	- Public Hearing (<i>Adopt the final Millage Rates and final Budget for 2024-2025</i>) (<u>NOTE</u> : Minutes already Board approved at the September 24, 2024, Regular Meeting, due to Department of Revenue requirements for TRIM compliance.)
September 10, 2024	- Workshop Session - Special Meeting - Expulsion Hearing
September 24, 2024	- Public Hearing - Regular Meeting

2. The Superintendent recommends approval of the monthly financial statement for September 2024.
3. The Superintendent presents the following bills for the period September 1-30, 2024:

General Checking Account

General Fund 1000	\$986,885.99
Spec Act Bonds 2200	6,537.94
LCI Fund 3200	99,155.11
Other Capital Projects 3910	59,234.14
Food Service Fund 4100	339,779.27
Federal Fund 4200	156,612.92
ESSER III - ARP 4450	1,724,503.11
OTHER ARP ACT RELIEF 4460	3,803.13
SELF INS - 7110	<u>1,177.07</u>
	\$3,377,688.68

Payroll Checking Account

General Fund 1000	\$3,685,339.50
Food Service Fund 4100	107,322.16
Federal Fund 4200	457,848.63
ESSER III - ARP 4450	105,344.87
OTHER ARP ACT RELIEF 4460	3,903.35
SELF INS - 7110	<u>6,289.20</u>
	\$4,366,047.71

Total \$7,743,736.39

4. The Superintendent recommends approval of the following budget amendments for fiscal year 2023-2024:

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>
I-3	III-3	IV-2/ESSER III
		IV-2/Federal
		IV-3/Food Service

5. Expulsions

- a. **Case #2425-01:** The Superintendent recommends expulsion of the student through December 31, 2024. *(Final Action)*
- b. **Case #2425-05:** The Superintendent recommends expulsion of the student through the remainder of the 2024-2025 school year and all of the 2025-2026 school year. *(Final Action)*

6. Human Resources Transactions (pgs. 32-38)

REGULAR AGENDA

1. The Superintendent recommends approval of additions and revisions to the Suwannee County School District Elementary Student Progression Plan and the Suwannee County School District Secondary Student Progression Plan for 2024-2025. (Copies are available for review in the office of the Director of Curriculum and Instruction.)

2. The Superintendent recommends awarding the following bid/RFQ to Wood's Electrical (sole bidder):

#25-202 Electrical contractor services for RIVEROAK Technical College Welding Facility upgrades (pgs. 39-41) (New)

3. The Superintendent recommends approval of the following contracts/agreements for the 2024-2025 school year: (NEW) (Note: These contracts have been reviewed and approved as to form and sufficiency by Board Attorney Leonard Dietzen.)

#2025-62 Agreement between Gaetz Aerospace Institute, Embry-Riddle Aeronautical University and the Suwannee County School Board Academic Year 2024-2027 to provide remote pilot operations program to Suwannee High School students enrolled in NJROTC (New) (pgs. 42-68)

#2025-65 Master Services Agreement between Suwannee County School Board and Bridges Experience, Inc., d/b/a Bridges EXP, to provide screening of employees, instructors, and clinical participants working with HCA Florida hospitals (New) (pgs. 69-84)

#2025-73 Memorandum of Agreement between the Suwannee Foundation for Excellence in Education, Inc., and the Suwannee County School Board, relating to a partnership to promote strong public schools and the value of public education (New) (pgs. 85-91)

#2025-75 Affiliation Agreement between the Florida State University Board of Trustees and the Suwannee County School Board, relating to teaching internship programs (New) (pgs. 92-98)

#2025-76 Interagency Agreement between the Suwannee County School Board and Florida Department of Juvenile Justice, Circuit 3, and Florida Department of Children and Families, Circuit 3, regarding truant children (New) (pgs. 99-110)

#2025-78 First Amendment to Broker Services Agreement between Foundation Risk Partners, Corp. dba Acentria Public Risk and the Suwannee County School Board (Note: This is an amendment to Contract #2023-108, which was previously Board approved on February 1, 2023) (New) (pgs. 111-142)

4. The Superintendent recommends approval of the Florida Safe Schools Assessment Tool (FSSAT) for 2024-2025. (A copy is available for review in the office of the Director of School Safety and Other Administrative Services.)
5. The Superintendent recommends approval of the RIVEROAK Technical College Strategic Plan for July 2024 – June 2029. (pgs. 143-150)
6. Comments from Student Ambassadors
7. Legal Counsel's Report
8. Superintendent's Report
9. Issues and concerns Board members may wish to discuss

End of Agenda

**INFORMATION ONLY – THESE MINUTES WERE SCHOOL BOARD APPROVED AT THE
SEPTEMBER 24, 2024, REGULAR MEETING, DUE TO DEPARTMENT OF REVENUE
REQUIREMENTS FOR TRIM COMPLIANCE.**

**SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
September 3, 2024**

MINUTES

The Suwannee County School Board held a Public Hearing on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were: Chairman Jerry Taylor, Tim Alcorn, Norman Crawford, Ed daSilva, and Ronald White, along with Chief Financial Officer Marsha Brown, and Secretary to the Superintendent/School Board Robinette Odom. Assistant Superintendent of Administration Malcolm Hines sat in for Superintendent Ted Roush, who was absent. School Board Attorney Leonard Dietzen was also absent.

Chairman Taylor called the meeting to order at 5:30 p.m. for the purpose of adopting the Final Millage rates for the 2024-2025 school year and the Final Budget for 2024-2025.

The Final Millage rates set for the 2024-2025 school year are as follows:

Required Local Effort,	=	3.145
Discretionary Operating	=	.748
Capital Outlay	=	<u>1.500</u>
Total	=	5.393

The Final Millage is more than the roll back rate by 3.74 percent.

The Required Local Effort is 3.145 mills and is set by the State. This is a decrease of .087 mills from the 2023-2024 rate.

The Discretionary Operating Millage is set by the Board and is .748 mills. This is the same millage rate as in 2023-2024.

The Capital Outlay is 1.500 mills. This is the same millage rate as in 2023-2024.

- 1) Chairman Taylor called for questions or comments from the public concerning the Final Millage rates, and there were none.

NOTE: The Board approved the following items (Items #2 and #3) individually, in order, as shown below.

- 2) MOTION by Mr. daSilva, second by Mr. Alcorn, for approval to adopt Final Millage rates for 2024-2025 as follows:

MINUTES

**INFORMATION ONLY – THESE MINUTES WERE SCHOOL BOARD APPROVED AT THE
SEPTEMBER 24, 2024, REGULAR MEETING, DUE TO DEPARTMENT OF REVENUE
REQUIREMENTS FOR TRIM COMPLIANCE.**

Required Local Effort	=	3.145
Basic Discretionary	=	.748
Capital Outlay	=	1.500

MOTION CARRIED UNANIMOUSLY

- 3) MOTION by Mr. daSilva, second by Mr. Crawford, for approval to adopt the Final Budget for 2024-2025. MOTION CARRIED UNANIMOUSLY

The hearing adjourned at 5:37 p.m.

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
September 10, 2024

MINUTES

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

Administrators and others present: Bailey Aultman, Jennifer Barrs, Tammy Boggus, Bill Brothers, Ethan Butts (arrived at 10:15 a.m.), Gary Caldwell, Brooke Cox-Knowles, Cara Disken, Leigh Fernald, Lisa Garbett, Ronnie Gray, Angel Hill, Malcolm Hines, Michele Howard, Elizabeth Johnston, Mary Keen, Audrey Marshall, Dee Dee McManaway, Pattie Nixon (arrived at 9:58 a.m.), Lorie Norris, Haley Radford, Kecia Robinson, Keith Stavig, Angie Stuckey, Abbey Taylor, Kelly Waters, and Laura Williams.

Also present was UTSC President Misty Ward (arrived at 9:11 a.m.), Kristopher Castillo, Lesley Fry, and Adam Hitt.

Chairman Taylor called the workshop to order at 9:02 a.m., Mr. daSilva led the pledge to the flag.

Chief Financial Officer Department UpdateMarsha Brown

Mrs. Brown, along with Ms. Aultman and Mrs. Norris, provided updates on the following:

- Annual Financial Report
- Employee Wellness Center
- Facility Rental Fee Schedule (pgs. 2-9)
- Various Forms (pgs. 10-20)
 - #7200-014 SCSB Facility Rental: User Agreement for Temporary Use (*Revised*) (Mrs. Norris distributed a revised version affecting page two of Form #7200-014, which is different than the version in the agenda packet)
 - #7200-151 Workers' Compensation Treatment Approval Form (*New*)

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Assistant Superintendent of InstructionJennifer Barrs
Department Update

Mrs. Barrs provided updates on the following:

- 2025-2026 School Calendar (**pgs. 21-22**)
(Mrs. Barrs distributed a revised version affecting the month of February, which is different than the version in the agenda packet)
- Out-of-Field List
- New Teacher Update
- Uniform Statewide Assessment Calendar

Curriculum and Instruction Department Update.....Tammy Boggus

Mrs. Boggus, along with Mrs. Marshall, provided updates on the following:

- 2023-2024 Elementary Student Progression Plan
- 2023-2024 Secondary Student Progression Plan
- Assessment Examples (PowerPoint)

The workshop recessed at 10:32 a.m. and resumed at 10:39 a.m.

Mr. White returned to the workshop at 10:41 a.m.

School Health Services Update Michele Howard

- 2024-2026 School Health Services Plan (**pgs. 23-53**)

Ms. Howard advised the Plan must be renewed every two years. She reviewed a change to Section 42d. from the agenda packet version, as additional language was needed to address an exception at the Suwannee Opportunity School.

Facilities Department Update.....Ethan Butts

Mr. Butts provided the following information:

- Demolition of the portable at RTC is slated to take place on September 24; work continues on the construction contract for RTC expansion. Mr. Dietzen stated the contract is very complicated.
- A burst water line at the SHS Track has caused a delay for that project.
- Currently awaiting a compressor to be delivered for the chiller at BES.
- DOE has not opened up the Five Year Facilities Work Program project as of yet.

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Mr. Taylor gave kudos to Mr. Butts and his department for the excellent upkeep of District facilities inside and out. He stressed the importance of taking care of the District fund balance.

Superintendent Update Ted Roush

Mr. Roush provided updates on the following:

- Controlled Open Enrollment – Asked the Board if it was interested in continuing to see this information on the consent agenda for Regular Board meetings, as the legislature has not required Board approval for a few years now; the information is available for anyone who would like to see it. The consensus was that this does not need to continue to be part of the consent agenda.
- Ceremonial start of RTC expansion project (demolition of portable)– September 24 at 5:00 p.m.
- Five Year Facilities Work Program – he and staff have been in discussion regarding projects, such as bringing Branford up to date and school bus purchases, and will begin work as soon as the program is open through DOE. He pointed out the importance of maintaining a healthy fund balance
- Reminded Board members of the Expulsion Evidentiary Hearing at 3:00 p.m. today.

The workshop was adjourned at 11:07 a.m.

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
September 10, 2024

MINUTES

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

Chairman Taylor called the meeting to order at 11:10 a.m.

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

1. MOTION by Mr. daSilva, second by Mr. Crawford, for approval to advertise additions and revisions to the Suwannee County School District Elementary Student Progression Plan and the Suwannee County School District Secondary Student Progression Plan for 2024-2025 (*previously discussed in workshop session*). (Copies are available for review in the office of the Director of Curriculum and Instruction.) MOTION CARRIED UNANIMOUSLY
2. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of the following contracts/agreements for the 2024-2025 school year: (Note: These contracts have been reviewed and approved as to form and sufficiency by Board Attorney Leonard Dietzen.)

- #2025-56 Attachment to SCSB Contract #2025-36 North East Florida Educational Consortium (NEFEC) 2024-2025 Membership Master Contractual Agreement between the District School Board of Suwannee County and the District School Board of Putnam County on behalf of NEFEC. The agreement includes the following programs: (*Renewal/Revised*) (pgs. 4-11)
- NEFEC Resolution

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- NEFEC Main Contract #731-25-051
 - NEFEC Instructional Services Program (ISP), Attachment #25-051-A1 to Contract #731-25-051 (Assistant Superintendent of Instruction, Designee)
 - NEFEC Enterprise Resource Software Products/Skyward, Attachment #25-051-A6 to Contract #731-25-051 (Educational Technology Services)
 - NEFEC Building Code Administrator, Attachment #25-051-A27 to Contract #731-25-051 (Director of Facilities, Designee)
 - NEFEC Human Resources Management Network Services and Related Support Services, Attachment #25-051-A43 to Contract #731-25-051 (Director of Human Resources, Designee)
- #2025-57 Leadership Team Support Letter of Agreement #722-25-001 between the School Board of Suwannee County, Florida and the School Board of Putnam County, Florida, on behalf of the North East Florida Educational Consortium (NEFEC) (*New*) **(pgs. 12-16)**
- #2025-66 Suwannee County School Board Professional/Technical Services Agreement between the Suwannee County School Board and Cason H. Burnett, PLLC, for speech and language educational services (*New*) **(pgs. 17-30)**
- #2025-67 Clinical Education Agreement between the Suwannee County School Board, through RIVEROAK Technical College, Patient Care Technician, Practical Nurse Education, Surgical Technology, and Certified Nursing Assistant Programs, and North Florida Surgery Center, Inc. (*New*) **(pgs. 31-39)**
- #2025-68 Agreement between the Successful Practices Network (SPN) and the Suwannee County School Board for consulting services regarding dropout prevention (*New*) **(pgs. 40-45)**
- #2025-69 Dual Enrollment Articulation Agreement between the Suwannee County School Board, through RIVEROAK Technical College, and Corey Maurice Jackson Academy (*New*) **(pgs. 46-54)**

MOTION CARRIED UNANIMOUSLY

MINUTES

3. MOTION by Mr. White, second by Mr. daSilva, for approval of the following forms (*previously discussed in workshop session*), along with the change to Form #7200-014 discussed at the Board workshop previously today:

#7200-014 SCSB Facility Rental: User Agreement for Temporary Use
 (*Revised*) (pgs. 55-57)
#7200-151 Workers' Compensation Treatment Approval Form (*New*)
 (pgs. 58-62)

MOTION CARRIED UNANIMOUSLY

4. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of the amended Suwannee County School Board, Facility Rental Fee Schedule (*previously discussed in workshop session*). (pgs. 63-70) MOTION CARRIED UNANIMOUSLY
5. MOTION by Mr. daSilva, second by Mr. Crawford, for approval of the 2024-2026 School Health Services Plan for the Suwannee County School District, along with the following change discussed at the Board workshop previously today: at Section 42d. add language regarding the exception of Suwannee Opportunity School (SOS), where staff members who are trained in CPR/first aid and medication administration are on campus, instead of a full-time Registered Nurse. A copy is available for review in the office of the Coordinator of Health Services and Attendance.) MOTION CARRIED UNANIMOUSLY
6. MOTION by Mr. White, second by Mr. Alcorn, for approval of the Annual Financial Report for fiscal year ending June 30, 2024 (*previously discussed in workshop session*). MOTION CARRIED UNANIMOUSLY
7. MOTION by Mr. daSilva, second by Mr. Crawford, for approval of the Human Resources Transactions, along with the following change: (pgs. 71-73):

Under Miscellaneous: Food Service: Suwannee Middle School – the name Jennifer Gamble should be Jennifer Gaskins.

MOTION CARRIED UNANIMOUSLY

Mr. daSilva reminded Board members of the following upcoming events:

- FFA Roundup on September 16 at the Ag lab
- RTC Institutional Advisory Committee meeting on September 19
- CNA Graduation ceremony on September 23 at RTC

The meeting adjourned at 11:37 a.m.

SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
September 24, 2024

MINUTES

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

School Resource Officer Maggie Mouton and Student Ambassadors Charlotte Dunn and Ashley Morales were also present.

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

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

#2.08	Collective Bargaining Agreements
#3.06	Safe and Secure Schools
#4.04	Dropout Prevention Program
#4.13	Educational Media Materials Selection
#4.27	Operation of Unmanned Aerial Vehicles (Drones)
#5.33	High School Equivalency Program and Examination
#5.10	Student Control
#7.141	Selecting Professional Services
#8.01	Safety
#9.04	Use of Facilities

Chairman Taylor called for comments or questions regarding the additions and revisions to the above, and there were none.

The hearing adjourned at 6:02 p.m.

MINUTES

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
September 24, 2024

MINUTES

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

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

Student remarks and pledge to the flag by Suwannee Middle School Dancing Dolls

Special Recognition by the Superintendent

- John Koch – 50 years of school district journalism coverage

Anyone present may approach the Board concerning any item on this agenda, in accordance with the following Citizen Input information:

Citizen Input (A *Citizen Input Form* must be completed and submitted to the secretary to the Superintendent/School Board prior to addressing the Board. We ask that speakers keep their comments to two minutes.)

Board members may pull any item on the Consent Agenda for discussion and separate action at this time.

MOTION by Mr. daSilva, second by Mr. Alcorn, for approval to adopt the Agenda, along with the Agenda Addendum, and removal of Contract #2025-65 under Item #2, which was pulled. MOTION CARRIED UNANIMOUSLY

CONSENT AGENDA

MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of the Consent Agenda. MOTION CARRIED UNANIMOUSLY

MINUTES

1. Approval of the following Minutes: (pgs. 7-33)

August 13, 2024	- Public Hearing
	- Workshop Session
	- Special Meeting
August 27, 2024	- Regular Meeting

2. Approval of the monthly financial statement for August 2024.

3. The following bills for the period August 1-31, 2024:

General Checking Account

General Fund 1000	\$1,082,518.58
LCI Fund 3200	250,536.03
Food Service Fund 4100	143,040.97
Federal Fund 4200	155,562.93
ESSER III - ARP 4450	573,380.33
SELF INS - 7110	<u>13,764.43</u>
	\$2,218,803.27

Payroll Checking Account

General Fund 1000	\$3,558,779.95
Food Service Fund 4100	96,257.21
Other Cares Act Relief Fund 4420	448,348.55
ESSER III - ARP 4450	165,809.68
OTHER ARP ACT RELIEF 4460	3,914.82
SELF INS - 7110	<u>6,289.20</u>
	\$4,279,399.41

<u>Total</u>	\$6,498,202.68
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4. Approval of the following budget amendments for fiscal year 2024-2025:

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>
I-2	III-2	IV-1/ARP
		IV-1/ESSER III
		IV-1/Federal
		IV-2/Food Service
		VII-1/Internal Service

5. Approval for disposal of property as per the attached Property Disposition Form dated September 24, 2024. (pg. 34)
6. Approval of the following contracts/ agreements for the 2024-2025 school year: (RENEWAL) (Note: These contracts have been reviewed and approved as to form and sufficiency by Board Attorney Leonard Dietzen.)

#2025-74 Agreement between the School Board of Seminole County, Florida, on behalf of the East Coast Technical Assistance Center (ECTAC), and the School Board of Suwannee County, Florida, to provide support and technical assistance to Title I and other specified Elementary and Secondary Education Act (ESEA) Programs (*Renewal/Revised*) (pgs. 35-58)

7. Approval to accept the following donated items:

<u>Site</u>	<u>Item</u>	<u>Donor</u>
SHS Cross Country	Cash Donation (\$1,000)	Herman Gunter IV

8. For informational purposes an out-of-state trip for Branford High School FFA students and parent chaperones to attend the 2024 National FFA Convention in Indianapolis, Indiana, October 22-26, 2024. (*Funded by FFA Chapters, Alumni, CAPE funds, and students*)

9. For informational purposes out-of-state travel for the following employees:

<u>Name</u>	<u>Site</u>	<u>Date</u>	<u>Reason</u>	<u>Destination</u>
Taylor Gebo	BHS	10/22-26/2024	National FFA Convention	Indianapolis, IN
Carl Manna	BHS	10/22-26/2024	National FFA Convention	Indianapolis, IN
Stacy Young	BHS	10/22-26/2024	National FFA Convention	Indianapolis, IN
Taylor Gebo*	BHS	12/3-7/2024	National Assn of Ag. Ed.	San Antonio, TX
Carl Manna*	BHS	12/3-7-2024	National Assn. of Ag. Ed.	San Antonio, TX
Stacy Young*	BHS	12/3-7/2024	National Assn. of Ag. Ed.	San Antonio, TX

(*Funded by FFA Chapters, Alumni, and CAPE funds*)

**(Funded by Florida Association of Agriculture Educators and CAPE)*

10. Approval to change the November Regular Board Meeting and Reorganization Meeting from November 26, 2024, to November 19, 2024.
11. Approval to change the December Regular Board Meeting from December 24, 2024, to December 10, 2024.

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12. Expulsion

- a. **Case #2425-02:** The Superintendent recommends expulsion of the student through the remainder of the 2024-2025 school year and all of the 2025-2026 school year.
(*Final Action*)

13. Human Resources Transactions (pgs. 59-68)

RECOMMENDATIONS FOR THE 2024-2025 SCHOOL YEAR:

RESIGNATION: ADMINISTRATIVE:

District Office:

Michele Howard, Coordinator of School Health Services, effective October 4, 2024

RETIREMENT: INSTRUCTIONAL:

Suwannee Middle School:

Brantley Helvenston, Teacher, effective December 20, 2024

RECOMMENDATIONS: INSTRUCTIONAL:

Branford Elementary School:

Elisahar Woloszyn, Teacher, effective August 5, 2024

REPLACES: Jennifer Winnett

(*Received certification*)

District Wide:

Michelle Adams, Speech and Language Pathologist, effective September 9, 2024

REPLACES: Susan Burch

RIVEROAK Technical College:

Tyler Carrozza, Teacher, effective August 29, 2024

REPLACES: Marcus Durham

Crystal Royal, Teacher (Temporary), effective September 10, 2024

REPLACES: Aubrey Wilson

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

Melissa Mapp Francisco, Teacher, effective August 15, 2024 (2.5 hours), August 16, 2024 (5.5 hours), August 19, 2024 (5.5 hours), August 20, 2024 (5.5 hours), August 21, 2024 (5.5 hours), August 22, (7.5 hours), August 23, 2024 (5 hours), August 26, 2024 (3.75 hours), August 27, 2024 (3.5 hours), August 28, 2024 (3.5 hours), August 29, 2024 (7.5 hours), August 30, 2024 (3 hours), September 3, 2024 (3.5 hours), September 4, 2024 (3.5 hours), September 5, 2024 (3.5 hours), September 6, 2024 (3.5 hours), and September 9, 2024 (2.75 hours), for a total of 75 hours

LEAVE OF ABSENCE: (FAMILY MEDICAL LEAVE):

Suwannee Riverside Elementary:

Danielle Gay, Teacher, effective September 3, 2024 through November 26, 2024

LEAVE OF ABSENCE: (MATERNITY):

Branford Elementary School:

April Barnes, Teacher, effective October 25, 2024 through January 6, 2025
(With the option to return sooner if released by her doctor)

Suwannee Riverside Elementary:

Danielle Gay, Teacher, effective November 27, 2024 through January 3, 2025
(With the option to return sooner if released by her doctor)

Kristen Register, Teacher, effective October 7, 2024 through January 3, 2025
(With the option to return sooner if released by her doctor)

INSTRUCTIONAL: TRANSFER/REASSIGNMENT:

<u>NAME:</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>EFFECTIVE</u>
Jeffrey Boatright	Suwannee Virtual School 12 Month Position	Suwannee Virtual School 10 Month Position	August 5, 2024

TERMINATION: NON-INSTRUCTIONAL:

Suwannee Pineview Elementary:

Natalia Sorrentini, Registrar, effective September 24, 2024

RETIREMENT: NON-INSTRUCTIONAL:

Transportation:

Nisa Smith Carlisle, Bus Driver, effective September 12, 2024

RECOMMENDATIONS: NON-INSTRUCTIONAL:

Branford Elementary School:

Alysia Causey, Custodian, effective August 19, 2024

REPLACES: Bart Hill

Transportation:

Sandra Davis, Bus Driver, effective August 19, 2024

REPLACES: David Beard

Priscilla Howard Brown, Crossing Guard, effective August 13, 2024

REPLACES: Earnestine Riley

Carol Jenkins, Bus Driver, effective September 9, 2024

REPLACES: Kiara Janosh

Manuel Puente, Bus Driver, effective August 8, 2024

REPLACES: Chinetta Butler

Ashley Zarate, Bus Driver, effective September 6, 2024

REPLACES: Lakesha Williams

RESIGNATIONS: NON-INSTRUCTIONAL:

Transportation:

Tracy Felty-Janosh, Bus Driver, effective August 23, 2024

Brian Grider, Bus Driver, effective September 20, 2024

Shateea Hughes, Bus Driver, effective August 29, 2024

LEAVE OF ABSENCE: (MEDICAL):

Suwannee Riverside Elementary:

Carol Ann Townsend, Paraprofessional, effective September 3, 2024 through September 24, 2024

(With the option to return sooner if released by her doctor)

Transportation:

Jennifer Ponder, Bus Driver, effective August 19, 2024 through September 3, 2024

(With the option to return sooner if released by her doctor)

NON-INSTRUCTIONAL: TRANSFERS/REASSIGNMENTS:

<u>NAME:</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>REPLACES</u>	<u>EFFECTIVE</u>
Heather Poole	Suwannee High School Paraprofessional	Suwannee Middle School School Receptionist	Geydi Gutierrez	September 3, 2024

SUPPLEMENTARY:

<u>Employee Name</u>	<u>Position</u>	<u>Location</u>
Aaron Bass	JV Assistant Football Coach	Branford High School
Sarah Carney	Planning Period Supplement	Suwannee Opportunity School
Kendrick Carter	Varsity Assistant Football Coach	Suwannee High School
Andrew Chapman	Assistant Football Coach	Suwannee Middle School
Amanda Clark	Girls' Head Weight Lifting Coach	Branford High School
Janelle Cline	PreK Lead CDA	Suwannee Springcrest Elementary
Sean Conner	Assistant Band Director	Suwannee High School
Carlos Diaz	Esport Coach	Branford High School
Thomas Dorsett	Boys' Weight Lifting Coach	Branford High School
Craig Drinko	Boys' Assistant Basketball Coach	Suwannee Middle School
Mercedes Faircloth	PreK Lead CDA	Suwannee Riverside Elementary
Erika Hodge	PreK Lead CDA	Suwannee Pineview Elementary
LaDonna Holmes	Cheerleader Sponsor (<i>Basketball</i>)	Suwannee Middle School
Jessica Johnson	Girls' Head Track Coach	Suwannee Middle School
Maya Kennedy	PreK Lead CDA	Suwannee Springcrest Elementary
Kelsey Leighton	PreK Lead CDA	Suwannee Springcrest Elementary
Jasmine Lewis	Girls' Head Basketball Coach	Suwannee Middle School
Michael McCallister	Head JV Baseball Coach	Branford High School
Michael McCallister	Head JV Football Coach	Branford High School
Bradley Mincks	Boys' Assistant Soccer Coach	Branford High School
Stephanie Paglialunga	Girls' Assistant Soccer Coach	Branford High School
Erin Roberts	ESE Department Head Grade Chair	Branford High School
Melanie Roberts	Lead Teacher ½ Supplement (<i>Amended from the August 27, 2024 Agenda</i>)	Suwannee Virtual School
Stefani Santos	Boys' Head Cross Country Coach	Branford High School
Oscar Saavedra	Varsity Head Softball Coach	Branford High School
Brad Scarborough	Assistant Football Coach	Suwannee Middle School
Cara Soride	Girls' Head Soccer Coach	Branford High School
Roger Ladon Terry	Girls' Golf Coach	Branford High School
Jeremy Ulmer	Planning Period Supplement	RIVEROAK Technical College
Tracy Wallace	Lead Teacher ½ Supplement	Suwannee Opportunity School

SUBSTITUTES:

Approval for the following to work as Substitute Bus Attendants:

Dorie Bingemann
Paulette Kiture

Liznette Marti
Andrew Weaver

Approval for Shateea Hughes to work as a Substitute Bus Driver

MINUTES

Approval for Loretta Annese to work as a Substitute at RIVEROAK Technical College

MISCELLANEOUS:

Approval of school-based school related personnel (clerical staff and paraprofessionals) to serve as emergency substitutes for the 2024-2025 school year, including those hired throughout the year

Approval for the following to work in the After-School Reading Camp:

Kimberly Bulaskas	Cierra Keen	Courtney Sasso
Rhonda Furry	Melissa McKire	(Alternate)
Angela Hester	Laura Roberts	Tralene Sasso

Approval for the following to be approved to work in the 21st Century Program:

Timothy Grinstead	Branford Elementary School
Yvonne Topham	Branford Elementary School

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

Heather Davis

Approval for the following to work in the Hospital Homebound Program, District Wide:

Amy Allen	Lisa Pennington
Frank Allen	Debra Singletary
Jazmin Marrero Guerra	Martha Southerland
Holly McMillan	

LEVEL 1 VOLUNTEERS:

RTC	Dalton Allen	Classrooms, Field Trips
SSE	Miranda Archie	Field Trips
SPE	Morgan Armstrong	Classroom, Field Trips
SPE	Gloria Arroyo	Classroom, Field Trips
SHS	Doug Aukerman	Classroom, Field Trips, NJROTC
SSE	Robert Baker	Classroom, Field Trips
SHS	Barbara Barker	Classroom
SSE	Stephanie Barnes	Field Trips
SPE	Rodney Bass	Field Trips
SPE	Victoria Biladeau	Classroom, Field Trips
SPE	Jasmine Billy	Classroom, Field Trips
SPE	Halie Bodway	Classroom, Field Trips
BES	Lyndsey Browning	APT/Advisory, Classroom, Field Trips
SPE	Adriann Byrd	Classroom, Field Trips
SPE	Khristin Calabrese	Classroom, Field Trips
SHS	Zachary Carpenter	Classroom, Field Trips, NJROTC

MINUTES

SPE	Samantha Cartwright	Field Trips
SSE	Khristopher Castillo	Classroom, Field Trips
SPE	Pa Chang	Classroom, Field Trips
SSE	Kaitlyn Cherry	Field Trips
SPE	Jessica Clements	Classroom, Field Trips
SPE	Ashley Cobb	Classroom, Field Trips
SSE	Marlena Coleman	Classroom, Field Trips
SHS	Sarah Collins	Band
BES	Teresa Conger	Classroom, Field Trips
SSE	Jena Conine	Classroom, Field Trips
SMS	Dawn Conley	APT/Advisory, Support Schools
SPE	Heather Corbin	Field Trips
SPE	Sheri Crews	Reading Pals
BES	Victoria Crossno	APT/Advisory, Classroom, Field Trips
BHS	Ryan Dalton	Football, Weightlifting, Track
BHS	David Danko	Soccer
BHS	Sandra Danko	Classroom, Soccer
SPE	Annah Davis	Field Trips
SPE	Terron Dayorara	Classroom, Field Trips
SHS	Joel De la Cruz	Introduction to Education FGC
SSE	Dennis Dietz	Classroom, Field Trips
SSE	Jessica Dings	Classroom, Field Trips
SPE	Katie Drawdy	Classroom, Field Trips
SPE	William Dunn	Classroom, Field Trips, Reading Pal, Mentor
SHS	Heather Earnheadt	Classroom, Field Trips, NJROTC
BHS	Jennifer Fidell Smith	Classroom, Field Trips, Sports, Dance
BES	Haley Fordham	APT/Advisory, Classroom, Field Trips
SHS	Theodore Frazier	Reading/Athletic Team
SSE	Morgan Gamez	Classroom, Field Trips
SHS	Julie Garcia	Drives Bus for Volleyball Games
SPE	Erika Gilbert	Field Trips
SHS	Jessica Glenn	Band
SHS	Waylon Glenn	Band
SHS	Lucy Golub	Volleyball Athletics
SPE	Andy Gonzalez	Classroom, Field Trips
BES	Jessica Gonzalez	Classroom, Field Trips
SSE	Justin Gordie	Classroom, Field Trips
SPE	David Gosser	Classroom, Field Trips
SPE	James Gosser	Classroom, Field Trips
SHS	Alicia Graham	Band
SHS	Megan Greenwald	Manages Students at Bulldog Bank
SPE	Jennifer Griffin	Classroom, Field Trips
BHS	Abigail Hardee	Classroom, Field Trips, FFA, Wrestling
SPE	Alexxus Harrell	Classroom
SSE	Brandi Harrison	Classroom, Field Trips
BES	Debra Hatch	Classroom, Field Trips

MINUTES

BES	Natalie Hayes	APT/Advisory, Classroom, Field Trips
SSE	Alyssa Henderson	Classroom, Field Trips
SSE	Andrea Henderson	Classroom, Field Trips
SSE	Chelsea Herrick	Classroom, Field Trips
SPE	Kinsey Hewett	Classroom
SPE	Lisa Hicks	Classroom, Field Trips
SSE	Katie Hill	Classroom, Field Trips
SPE	Autumn Holloway	Classroom, Field Trips
SPE	Earlene Howard	Classroom, Field Trips
SPE	Sara Humphries	Classroom, Field Trips
SHS	Candace Hupp	Classroom, Field Trips, NJROTC
SSE	Shanquise Johnson	Classroom, Field Trips
SHS	Brandi Johnson-Young	Classroom, Field Trips, NJROTC
SPE	Jalashea Jones	Classroom, Field Trips
BHS	Michael Jones	Basketball
SPE	Angel Jones-Wallace	Classroom, Field Trips
SPE	Ramona Jordan	Classroom, Reading Pal
SPE	Joshua Kelly	Classroom, Field Trips
SPE	Heather Lang	Classroom
SSE	Darin Lazio	Classroom, Field Trips
SPE	Joshua Lee	Field Trips
SPE	Samantha Lee	APT/Advisory, Field Trips
SPE	Meixiu Liu	Classroom, Field Trips
SPE	Kylan Loch	Classroom, Field Trips
SPE	Selena Lopez	Classroom, Field Trips
SPE	LauraJean Lovell	Field Trips
SPE	Amanda Luviano	Classroom, Field Trips
SHS	Alex Mabey	Athletic Team Volunteer
BHS	Maria Martinez	Classroom, Field Trips
SSE	Morgan Matthews	Classroom, Field Trips
SSE	KaSandra May	Classroom, Field Trips
SPE	Shelby May	Classroom, Field Trips
SSE	William McClendon	Classroom, Field Trips
SSE	Jamilee McDaniel	Classroom, Field Trips
SSE	Jeanette McWilliams	Classroom, Field Trips
SPE	Erica Medero	Classroom, Field Trips
SPE	Yolanda Mendoza	Classroom, Field Trips
SSE	Terri Moon	Classroom, Field Trips
SHS	Mary Mosley	Band
SPE	Carmen Moto	Classroom, Field Trips
SPE	JoAnna Neely	Classroom, Field Trips
SPE	Antonio Negrete	Classroom, Field Trips
SPE	Sara Negron	Field Trips
BES	Tyson Nettles	Classroom, Field Trips
SPE	Alyssa Neveils	Field Trips
SSE	Taylor Newman	Classroom, Field Trips

MINUTES

SHS	Traci Nissley	Band
SSE	Ashley Ogles	Field Trips
SPE	Kasey Oliver	Classroom, Field Trips
SPE	Amanda Ortega	Classroom, Field Trips
SPE	Samantha Ousley	Classroom
SHS	Robyn Pacheco-Dominguez	Classroom, Field Trips, NJROTC
SPE	Kin Paris	Classroom
SSE	Kaminiben Patel	Classroom, Field Trips
SSE	Jessie Peterson	Classroom, Field Trips
SPE	Barbara Pierce	APT/Advisory, Field Trips
SPE	Stephanie Pinkard	Classroom
SPE	Michael Plath	Field Trips
BHS	Cheryl Porter	Classroom, Dance Team, DAC
SPE	Zulema Quiterio	Field Trips
SPE	Yanisleydis Ramirez-Del Rio	Classroom, Field Trips
SSE	Samantha Raulerson	Classroom, Field Trips
SPE	Selena Raymer	Classroom, Field Trips
SSE	Frank Reed	Classroom, Field Trips
BES	Patricia Reeves	Reading Pals
SPE	Sarah Reeves	Classroom
SPE	Wendy Rio	Classroom, Field Trips
SSE	Bonnie Robertson	Classroom, Field Trips
SPE	Joel Rodriguez	Field Trips
SPE	Kalie Romine	Classroom, Field Trips
SPE	Xerenia Rosello	Classroom, Field Trips
SMS	Latressa Royster	APT/Advisory, Support Schools
SPE	Crystal Russell	Classroom, Field Trips
SSE	Jessica Salas	Classroom, Field Trips
SSE	Omar Salazar	Classroom, Field Trips
BHS	Anthony Scott	Golf
SPE	Ashley Sevis	Classroom, Field Trips
SSE	Desiree Smiley	Classroom, Field Trips
SSE	Jeffrey Smiley	Classroom, Field Trips
SPE	Holly Smith	Classroom, Field Trips
SPE	Jeremiah Smith	Classroom, Field Trips
SPE	Megan Smith	Classroom, Field Trips
BHS	Matthew Soride	Field Trips, FFA, Soccer, Baseball
SSE	Alivia Sparks	Classroom, Field Trips
SPE	Summerlyn Stone	Classroom
SSE	Jenna Stratton	Classroom, Field Trips
SPE	Brandi Todd	Classroom
SPE	Cynthia Toledo	Classroom, Field Trips
SPE	Angeline Tuckey	Classroom
SPE	Virginia Usina	Classroom, Field Trips
BHS	Dana Vanetten	Classroom, Field Trips
SPE	Beau Villereal	Classroom, Field Trips

MINUTES

SSE	Jessica Walk	Classroom, Field Trips
SPE	Mallory Warner	Classroom, Field Trips
SHS	Amber Waters	Band
SHS	Jeffery Waters	Band
SHS	Amanda Watson	Band
SPE	Marlene Whatley	Classroom
BES	Dolores White	APT/Advisory, Classroom, Field Trips
SPE	Mindy White	Field Trips
SSE	Michelle Wilder	Field Trips
SPE	Amy Wilkins	APT/Advisory, Classroom, Field Trips
SHS	Jacob Williams	Band
SPE	Janelle Williams	Classroom, Field Trips
SSE	Jacob Williamson	Classroom, Field Trips
SSE	Kayla Williamson	Classroom, Field Trips
SSE	Paula Wilson	Classroom, Field Trips
BHS	Paula Wilson	Classroom, Field Trips, Band
SSE	Deborah Worth	Classroom, Field Trips
SHS	Cheyenne Young	Classroom, Field Trips, NJROTC
SHS	Richard Young	Classroom, Field Trips, NJROTC

LEVEL 2 VOLUNTEERS:

Barry Baker	Take Stock in Children
Josephine Bednarczyk	Take Stock in Children
Adam Bricker	SHS - Volunteer Coaching
Kelly Chapman	SMS - Volunteer Coaching
Theresa Ford	Take Stock in Children
Christofer Frost	Take Stock in Children
Kyler Gray	Take Stock in Children
Kimberly Hammock	Take Stock in Children
John Harmon	Take Stock in Children
Stacey Henderson	Take Stock in Children
Adam Hitt	Take Stock in Children
William Hogan	Take Stock in Children
Arminda Janousek	Take Stock in Children
Mike Jones	Take Stock in Children
Rodney Leak	Take Stock in Children
Shane Mathews	Take Stock in Children
Lisa Mills	Take Stock in Children
Wayne Musgrove	Take Stock in Children
Jewel Elizabeth Oxendine	Take Stock in Children
Vivian Scott	Take Stock in Children
Jerry Taylor	Take Stock in Children
Bruce Tillman	Take Stock in Children
Daniel Tillman	Take Stock in Children
Suzanne Tillman	Take Stock in Children

MINUTES

Crystal Udell
Douglas Udell II
Seth Wilkins
Cassandra Yulee

Take Stock in Children
Take Stock in Children
Take Stock in Children
Take Stock in Children

End of List

REGULAR AGENDA

1. MOTION by Mr. daSilva, second by Mr. White, for approval of proposed rules relating to additions and revisions to the Suwannee County School Board Policy Manual as follows: (Copies are available for review in the office of the Assistant Superintendent of Administration.)

#2.08	Collective Bargaining Agreements
#3.06	Safe and Secure Schools
#4.04	Dropout Prevention Program
#4.13	Educational Media Materials Selection
#4.27	Operation of Unmanned Aerial Vehicles (Drones)
#5.33	High School Equivalency Program and Examination
#5.10	Student Control
#7.141	Selecting Professional Services
#8.01	Safety
#9.04	Use of Facilities

MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of the following contracts/agreements for the 2024-2025 school year: (NEW) (Note: These contracts have been reviewed and approved as to form and sufficiency by Board Attorney Leonard Dietzen.)

#2025-65 ~~Master Services Agreement between Suwannee County School Board and Bridges Experience, Inc., d/b/a Bridges EXP, to provide screening of employees, instructors, and clinical participants working with HCA Florida hospitals (New)~~
(pgs. 69-82)

#2025-70 Memorandum of Understanding between the Suwannee County School District, the Suwannee County Sheriff's Office, and the Live Oak Police Department, implementing a collaborative

MINUTES

- effort to mitigate negative impacts of children's exposure to violence and trauma (*New*) (pgs. 83-85)
- #2025-71 Suwannee County School Board Professional/Technical Services Agreement between the Suwannee County School Board and Special Education Consulting, LLC, to provide consultative services in connection with exceptional student education matters (*New*) (pgs. 86-100)

MOTION CARRIED UNANIMOUSLY

3. MOTION by Mr. Crawford, second by Mr. White, for approval of the following curriculum items:
- a. 2025-2026 School Calendar (*New*) (pgs. 101-102)
 - b. Suwannee County School District 2024-2025 Uniform Statewide Assessment Calendar (pgs. 103-115)

MOTION CARRIED UNANIMOUSLY

4. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of the following form:

#7200-148 Specific Material Objection Form (*Revised*) (pgs. 116-121)

MOTION CARRIED UNANIMOUSLY

5. MOTION by Mr. Alcorn, second by Mr. Crawford, for approval of the following minutes: (pgs. 122-123)

September 3, 2024 - Public Hearing (Adopt the final Millage rates and final Budget for the 2024-2025 school year)

(Note: Approval of these minutes is required by the Florida Department of Revenue in order to be in compliance with TRIM.)

MOTION CARRIED UNANIMOUSLY

6. MOTION by Mr. daSilva, second by Mr. Alcorn, to name the track and field area at Suwannee High School the *Ron Hall Track and Field Complex*.

MINUTES

In response to Mr. Crawford's question, Mr. Gray and Mr. Taylor described Mr. Hall's commitment and accomplishments as a Track and Field Coach at SHS, as well as his investment in his students.

MOTION CARRIED UNANIMOUSLY

Action on the Agenda Addendum

- #1. MOTION by Mr. daSilva, second by Mr. Crawford, for approval of the following contract for the 2024-2025 school year: (NEW) (Note: This contract has been reviewed and approved as to form and sufficiency by Board Attorney Leonard Dietzen.)

#2025-53 Agreement Between the Suwannee County School District and D.E. Scorpio Corporation, dba Scorpio, for construction manager services for the RIVEROAK Technical College Expansion Project (pgs. A2-A83)

MOTION CARRIED UNANIMOUSLY

End of the Agenda Addendum

7. Comments from Student Ambassadors

Student Ambassadors Charlotte Dunn and Ashley Morales provided updates on current events at their respective schools.

8. Legal Counsel's Report – no legal matters to report. Mr. Dietzen gave kudos for efforts relating to the RIVEROAK expansion project construction manager contract, stating it has been a lot of work on everyone's part.

9. Superintendent's Report

Mr. Roush reported on the following:

- The demolition of the portable to kick off the RTC expansion project on September 24 has been canceled, due to the impending storm (Helene); not a good idea to have loose debris that could potentially be a hazard.

- Thanked the Board for its patience as the District worked with County Emergency Management staff regarding sheltering operations at schools; he also thanked District staff.
- Called attention to the list of Upcoming Events and Reminders distributed by Mrs. Odom.

10. Issues and concerns Board members may wish to discuss

Board members thanked District staff ahead of time for efforts relating to the school shelters that will be opening and hopes everyone will stay safe.

Mr. Crawford commented regarding Blalock-Reeves Field signage at Langford Stadium and is interested in further discussion at the October workshop. Mr. Roush stated he would follow up with Mr. Crawford between now and the October workshop.

The meeting adjourned at 6:52 p.m.

SUWANNEE COUNTY SCHOOL DISTRICT

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

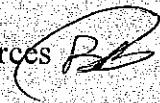


ED DA SILVA
DISTRICT 4
RONALD WHITE
DISTRICT 5
LEONARD DIETZEN, III
BOARD ATTORNEY

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

TED L. ROUSH
Superintendent of Schools

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools
FROM: William Brothers, Director of Human Resources 
DATE: October 8, 2024
RE: Human Resources Transactions for the October 22, 2024
Regular Meeting

RECOMMENDATION:

Pursuant to Section 1012.27 (1A) (1B), *Florida Statutes*, the Superintendent hereby submits the following written personnel recommendations.

SUWANNEE COUNTY SCHOOL BOARD
Human Resources Transactions
October 22, 2024

TO: District School Board of Suwannee County

FROM: 
Ted L. Roush, Superintendent of Schools

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

RECOMMENDATIONS FOR THE 2024-2025 SCHOOL YEAR:

RECOMMENDATION: ADMINISTRATIVE:

District Wide:

Patricia Nixon, Coordinator of Health Services and Attendance, effective September 30, 2024

REPLACES: Michele Howard

RETIREMENT: INSTRUCTIONAL:

Suwannee Pineview Elementary:

Susan Helvenston, ESE Support Facilitator, effective December 31, 2024

RECOMMENDATION: INSTRUCTIONAL:

Suwannee Middle School:

Marie Mace, ESE Support Facilitator, effective September 30, 2024

REPLACES: Amanda Bartley-Ramirez

INSTRUCTIONAL: TRANSFER/REASSIGNMENT:

<u>NAME:</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>REPLACES</u>	<u>EFFECTIVE</u>
Connie Leavitt	Branford Elem. School ESE Support Facilitator	Branford Elem. School Teacher	Kirsten Boston	September 27, 2024

RESIGNATIONS: INSTRUCTIONAL:

Branford Elementary School:

Kirsten Bosten, Teacher, effective September 30, 2024

Branford High School:

Alicia Poole, Guidance Counselor, effective October 30, 2024

Suwannee High School:

Traci Gill, Teacher, effective October 11, 2024

Brooke Stephens, Teacher, effective November 1, 2024

SUSPENSION: NON-INSTRUCTIONAL:

Suwannee Riverside Elementary:

Jody Ellison, Custodian, effective September 24, 2024 (*Without Pay*)

PART-TIME/HOURLY:

RIVEROAK Technical College:

MacKenzie Frye, Night School Coordinator

Samantha Locke, Night School Coordinator

Jacqueline Taylor, Night School Coordinator

RETIREMENT: NON-INSTRUCTIONAL:

Suwannee Middle School:

Sandra Fountain, Custodian, effective June 2, 2024

RECOMMENDATIONS: NON-INSTRUCTIONAL:

Suwannee High School:

Robin Krause, Nutritional Food Service Assistant, effective September 23, 2024

REPLACES: Amanda Colon

Suwannee Riverside Elementary:

Jessica Tebedo, School Nurse, effective October 11, 2024

REPLACES: Raechel Smith

Transportation:

Anne McNevin, Bus Driver, effective September 17, 2024

REPLACES: Eva Moore

Phyllis Postell, Bus Driver, effective September 13, 2024

REPLACES: Alma Brown

RESIGNATIONS: NON-INSTRUCTIONAL:

Branford Elementary School:

Amber Combee, Paraprofessional, effective October 4, 2024

Food Service:

Phyllis Postell, Food Service Assistant, effective September 20, 2024

(*Will continue to work with Transportation*)

Transportation:

Peggy Mead, Bus Driver, effective October 15, 2024

LEAVE OF ABSENCE: (FAMILY MEDICAL LEAVE):

Suwannee High School:

Kendrick Carter, Paraprofessional, effective September 16, 2024 through December 16, 2024
(With the option to return sooner if released by his doctor)

Transportation:

Cathy Reed, Bus Driver, effective October 2, 2024 through October 20, 2024
(With the option to return sooner if released by her doctor)

LEAVE OF ABSENCE:

Kamera McGriff, Bus Driver, effective October 7, 2024 through May 29, 2025
(With the option to return sooner)

NON-INSTRUCTIONAL: TRANSFERS/REASSIGNMENTS:

<u>NAME:</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>REPLACES</u>	<u>EFFECTIVE</u>
Diego Maldonado	Suwannee Pineview Elem Food Service Assistant	Branford Elementary School Food Service Assistant	Sandra Davis	September 17, 2024
Raechel Smith	Suwannee Riverside Elem. Nurse	Suwannee High School Nurse	Patricia Nixon	October 7, 2024
Briana Zonneville	District Office Homeless Advocate (12 Month)	District Office Homeless Advocate (11 Month)		October 01, 2024

SUPPLEMENTARY:

<u>Employee Name</u>	<u>Position</u>	<u>Location</u>
Balinda Federick	Girls' Assistant Basketball Coach	Suwannee Middle School
Erin Roberts	Yearbook Advisor	Branford High School
David Whitfield	Head Baseball Coach	Branford High School
Damon Wooley	Boys' Golf Coach	Suwannee High School
Damon Wooley	Boys' Tennis Coach	Suwannee High School
Damon Wooley	Girls' Golf Coach	Suwannee High School
Damon Wooley	Girls' Tennis Coach	Suwannee High School

SUBSTITUTES

Approval for the following to work as Substitute Bus Attendants:

Yurisleidis Guerra

Renee Perivolaris

MISCELLANEOUS:

Approval for Kelly Davidson to work in the Pre-K Extended Day at Branford Elementary School

Approval for the following to work in the 21st Century program:

Mercedes Faircloth

Chrysten Patrick

Approval for the following to work in the After-School Reading Camp:

Tammy Atkinson

Ariel Jennings

Tammy Flowers

Skyler Phillips

Jacqueline Glover

Jennifer Stevens (*Alternate*)

Approval for the following to work as Paraprofessionals in the Resource Center, Extended Hours Program:

Angela Hester

Yvette Perez

Michelle Thompson

Naela Jimenez

Wendy Perrin

Juanita Torres

Christina Mostellar

Naela Salazar

LEVEL 1 VOLUNTEERS:

SSE	Bill Aldridge	Classroom, Field Trips
BES	Janet Barnes	Classroom
BHS	Melissa Barrs	Field Trips, Band
BHS	Dakota Beville	Football, Athletic Teams
BES	Brandee Bickel	Classroom
SPE	Jessica Bowen	Classroom, Field Trips
SPE	Timothy Bowen	Classroom, Field Trips
SHS	Adam Bricker	Sports
BES	Ashley Cabera	Field Trips
BES	Christina Cannon	Classroom, Field Trips
BHS	Jamie Cannon	Football, Track
BHS	Lacey Cannon	Field Trips
BES	Amanda Carver	Field Trips
BHS	Jerry Coker	Football
BHS	Breanna Copeland	Field Trips
BHS	Brian Corbin	Athletics
SPE	Dayana Corria	Classroom, Field Trips
SHS	Giovani Cortez-Vasquez	Classroom, Field Trips, NJROTC
SPE	Jamie Cullum	Classroom, Field Trips
SHS	Vicki Davis	Classroom, Field Trips, NJROTC
BHS	Kathy Ezell	Field Trips
SHS	Jarrold Fields	Band
SMS	Crystal Garner	NJROTC
BES	Sarah Garrett	APT/Advisory, Classroom, Field Trips
SSE	Brandy Geering	Classroom, Field Trips
SPE	Samantha Griffin	Field Trips
SHS	Christina Grimes	Classroom, Field Trips, NJROTC

SPE	Emily Hammett	APT/Advisory, Classroom, Field Trips, Clubs
BES	Heather Hodge	APT/Advisory, Classroom, Field Trips
BES	Raymond Hodge	APT/Advisory, Classroom, Field Trips
BHS	Lacey Humphries	Field Trips, FFA, BETA, NHS, Sports
BHS	Bridget Jacobs	Field Trips
SMS	Katherine Jones	E-Sports, Chorus, Band
SPE	Ashley Kildea	Classroom, Field Trips
BHS/BES	Trannie Lacquey	Clubs, Interact
BHS	Angela Lane	Band
BHS	Mark Lane	Band
SSE	Regina Long	Classroom
SSE	Mattilyn Marsee	Classroom, Field Trips
SSE	April Marshall	Classroom, Field Trips
BES	Mariela Martin	APT/Advisory, Classroom, Field Trips
SHS	Erica Mathews	Band
SPE	Wendy Mesa	Reading Pal
SHS	Christopher Midgett	Classroom, Field Trips, NJROTC
BES	Leah Nettles	Classroom, Field Trips
BES	Emma Noll	Classroom
BES	Karen-Ann Norton	APT/Advisory, Classroom, Field Trips
SHS	Marvin Patel	Field Trips
SSE/SHS	Shiv Patel	Classroom, Field Trips, College Scholarships
SPE	Megan Pettey	Classroom, Field Trips
SHS	Dale Pinheiro	Classroom, Field Trips, NJROTC
BES	Joanne Schwab	APT/Advisory, Classroom, Reading Pal
BHS	Erin Shrock	Field Trips, Sports
SPE	Stacey Smith	Classroom, Field Trips
BES	Lacie Taylor	APT/Advisory, Classroom, Field Trips
BHS	Lacie Taylor	Field Trips
BHS	Darrell Townsend	Football
SSE	Samantha Wentworth	Classroom, Field Trips
BES	Ansley Williams	Classroom, Observing Teachers
BHS	Jessica Young	Field Trips, Sports

LEVEL 2 VOLUNTEERS:

Donnie Allen	Take Stock in Children	SHS
Cyruss Golding	Soccer Volunteer	BHS
Taylon Johns	Boys' Weight Lifting	SHS
John Lacquay	Take Stock in Children	BHS
Autumn Latreille	Girls' Weight Lifting	SHS
Erika Leak	Take Stock in Children	SHS
Michael Nettles	Baseball Volunteer	BHS
Melissa Norris	Take Stock in Children	SHS
Tarynn O'Hara	Girls' Weight Lifting	SHS
Tammy Starling	FFA Volunteer	SMS
Leyana Torres	College Course Requirement	SMS

End of List
2024-2025
School Year

SUWANNEE COUNTY SCHOOL BOARD

BID DUE DATE: 10/01/2024 2:00 PM
BID OPENING DATE: 10/01/2024 2:00 PM

BID DESCRIPTIONS:

RFP 25-202
ELECTRICAL CONTRACTOR
RIVEROAK TECHNICAL COLLEGE
WELDING FACILITY UPGRADES

VENDOR/COMPANY	SUBMITTED	DECLINED	Quoted Price
GRAY CONSTRUCTION		✓	
SOUTHERN ELECTRICAL CONTROLS		✓	
WOOD'S ELECTRICAL	✓		\$ 398,358. ⁰⁰

SUWANNEE DISTRICT SCHOOL REPRESENTATIVES PRESENT:

Christina Karm [Signature]
R. Kneene
Alayshia D. Brown
[Signature]

VENDOR/COMPANY REPRESENTATION PRESENT:

Signatures

By indication of my signature above, I attest that all bids were sealed and remained sealed until the designated bid opening time. Furthermore, I agree that there was no impropriety present during this bid opening or with the bid proposals submitted.



Wood's Electrical Services, Inc.
David P. Wood - Electrical Contractor
5490 129th Road
Live Oak, FL 32060
(386) 364-5246
ESTIMATE

To: Suwannee County Schools

Re: Riveroak Technical College Welding Facility

Estimate Includes:

- All labor and materials for complete electrical construction according to plans and specifications.
- Purchase and installation of all switchgear, disconnects, panelboxes, and breakers as specified in all drawings and specifications.
- Purchase and installation of all lighting as specified in all drawings and specifications.
- Installation of all concrete maintenance slabs.
- All construction cost associated with FPL.
- Labor and material to change door swing in existing electrical room.
- All demolition associated with this project.
- David Bacon Wages.
- Buy American Act.
- Electrical connection of all owner provided equipment.

Estimate Does Not Include:

- Any alterations to the fire alarm system.

Total Amount of This Estimate.....\$398,358.00
(Three hundred ninety eight thousand three hundred fifty eight dollars and no/
100's)

____David P. Wood____
David P. Wood
Electrical Contractor

____10-01-2024____
Date

CONTINUATION SHEET			AIA DOCUMENT G703		(Instructions on reverse side)			Page of Pages		
AIA Document G 702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification is attached.								APPLICATION NO.:		
In tabulations below, amounts are stated to the nearest dollar.								APPLICATION DATE:		
Use Column I on Contracts where variable retainage for line items may apply.								FOR PERIOD THE MONTH OF:		
A	B	C	D WORK COMPLETED		E	F	G TOTAL		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREV APPLICATION (D+E)	THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	COMPLETED AND STORED TO DATE (D+E+F)	G/C %	BALANCE TO FINISH (G-C)	RETAINAGE (IF VARIABLE RATE)
1	Demolition	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 25,000	\$ -
2	Switchgear, disconnects, Panels	\$ 139,775	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 139,775	\$ -
3	Lighting	\$ 6,445	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 6,445	\$ -
4	Connection Fees, FPL	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 10,000	\$ -
5	Electrical room door hardware	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 10,000	\$ -
6	Conduit and Racks	\$ 85,452	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 85,452	\$ -
7	Wire	\$ 91,888	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 91,888	\$ -
8	Devices	\$ 9,798	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 9,798	\$ -
9	Maintenance Slabs	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 20,000	\$ -
10			\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
11			\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
12			\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
13			\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
14			\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
15			\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
16			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
17			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
18			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
19			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
20			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
21			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
22			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
23			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
24			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
25			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
26			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
27			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
28			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
29			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
30			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
31			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
32			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
33			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
34			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
	Approved Change Orders									
CO1			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
CO2			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
CO3			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
CO4			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
TOTALS		\$ 398,358	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 398,358	\$ -

**Agreement between Gaetz Aerospace Institute,
Embry-Riddle Aeronautical University and
Suwannee County School Board
Academic Year 2024-2027**

THIS AGREEMENT made and entered into and effective on the date of final execution (herein the "Effective Date") and between the Suwannee County School Board, a school DISTRICT within the State of Florida (hereinafter referred to as the **DISTRICT**), and Embry-Riddle Aeronautical University, a not-for-profit corporation organized and existing under the laws of the State of Florida (hereinafter referred to as **ERAU**), to conduct work of mutual interest, which will be identified in a Statement of Work and Budget and Additional Terms and Conditions attached hereto and identified as Attachments A and B, respectively.

ERAU and the DISTRICT shall be referred to individually as "Party" and collectively as "Parties".

WHEREAS, the Parties desire to contract with one another to provide for the addition or continuation of Embry Riddle – Gaetz Aerospace Institute (hereinafter referred to as **GAI**).

NOW THEREFORE, in consideration of the mutual promises herein made, it is agreed between the Parties hereto as follows:

ARTICLE 1.0 SCOPE OF SERVICES

- 1.1 The Parties agree to identify, define, develop, and implement activities, as described in the Statement of Work and Budget, Additional Terms and Conditions and Programmatic Information for School Based Administrators as described in Attachments A, B and C respectively as incorporated herein by reference. Appendix A outlines the schools participating in the program along with the courses being offered.
- 1.2 The Parties' designated representatives shall have the right, by written instruction, to request changes in or additions to the Statement of Work and Budget through a written instrument authorized and executed with the same formality as this Agreement.
- 1.3 The following schools have been identified as locations providing concurrent/dual enrollment, course work to support career pathways and aerospace STEM outreach.

SCHOOL:	SUWANNEE HS
PRINCIPAL CONTACT:	LAURA WILLIAMS
GUIDANCE COUNSELOR (NAME AND EMAIL) IN CHARGE OF SCHEDULING STUDENTS:	CINDY WIGGINS cindy.wiggins@suwannee.k12.fl.us
CTE CONTACT:	MARY KEEN
POINT OF CONTACT FOR CONTRACT:	JENNIFER BARRS

ARTICLE 2.0 TOTAL AMOUNT ALLOTTED

The Parties will negotiate the total amount allotted to ERAU for work under this Agreement and affix the amount to this Agreement as a Budget, attached hereto as Attachment A and incorporated herein by this reference.

ARTICLE 3.0 INVOICING

ERAU shall submit invoices to the DISTRICT, and the DISTRICT shall pay ERAU for its performance of the services in accordance with the terms set forth in Attachments A and B.

Invoices shall be submitted to:

Name & Title: Kasey Wynn, SHS Bookkeeper
DISTRICT: Suwannee County
Add 1: 1314 Pine Avenue SW
Add 2: Live Oak, FL 32064
Phone: 386-647-4038
Email: kasey.wynn@suwannee.k12.fl.us

Payment shall be remitted to:

Daytona Grants & Contracts Requests
Embry-Riddle Aeronautical
University
1 Aerospace Blvd
Daytona Beach, FL 32114-3900
386-226-6212
dbgcars@erau.edu

ARTICLE 4.0 PAYMENT

- 4.1 The DISTRICT will make payment for the academic year in accordance with Attachment A and any addenda to this Agreement entered into by both Parties.
- 4.2 Payments for verified invoices for the academic year (AY) will be due as follows:

Date of Final Execution	100% of total amount due for AY
Upon Receipt of Certification of CAPE Dollars Applicable	5% CAPE Certification due for AY

ARTICLE 5.0 TERM AND TERMINATION

- 5.1 This Agreement shall commence on the date of final execution and shall remain in effect until June 30, 2027 unless terminated earlier as provided in this Agreement or extended by the Parties in writing.
- 5.2 Either party shall have the right to terminate this Agreement for its convenience, in whole, or in part, at any time with at least thirty (30) working days prior notice.
- 5.3 A material breach shall include, but not be limited to, the following:
 - 5.3.1 A Party becomes bankrupt or makes an assignment for the benefit of creditors, or a receiver is appointed to its business, or voluntary or involuntary petition in bankruptcy is filed, or proceedings for the reorganization of the other Party are instituted.
 - 5.3.2 Loss of funding.

ARTICLE 6.0 CONFIDENTIAL INFORMATION

- 6.1 The Parties agree that during the course of this Agreement, the Parties may disclose to each other certain Confidential Information. Confidential Information would include cost and budget information, courseware, insights into future plans by either Party, or other information that would expand the financial accountability of either Party beyond that required by the law and its internal procedures, or that would reveal that information to the public media, competitors, and/or other school DISTRICTs negotiating similar programs with ERAU. Subject to and only to the extent permitted by Chapter 119, Florida Statutes, any Party receiving Confidential Information shall hold such information in strictest confidence, shall not transfer by any means the said information to any third Parties without prior written consent of the disclosing Party, and shall not use or reproduce the said information for any purpose other than as reasonably required for the performance of the Agreement.
- 6.2 Subject to and only to the extent permitted by Chapter 119, Florida Statutes, each Party hereto shall at all times take all reasonable precautions which are necessary, useful, or desirable in order to prevent the disclosure or unauthorized use of Confidential Information of the other Party, and shall allow access to and disclosure of such information only to those of its employees as is specifically required for the purpose for which it is provided, and shall take responsible steps to ensure that all such employees are made aware of and comply with the receiving Party's obligations hereunder.
- 6.3 The foregoing obligations of confidentiality, use, and non-disclosure shall not apply to any information provided by the disclosing Party to the extent that the receiving Party can prove that:
- 6.3.1 Such information has been developed independently by one Party and was lawfully in its possession prior to the receipt thereof,
 - 6.3.2 Such information lawfully is or became public knowledge through no breach of this Agreement by the receiving Party;
 - 6.3.3 Such information is lawfully provided to the receiving Party without restriction by a third Party; or
 - 6.3.4 Such information is required to be disclosed by law.
- 6.4 The parties recognize that DISTRICT is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Terms of this Agreement. To the extent ERAU provides DISTRICT any information which it believes is confidential or exempt, ERAU shall notify DISTRICT of the specific information that it believes is confidential, as well as the basis for the exemption. To the extent that ERAU maintains information, which is subject to public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Pursuant to the terms of this Agreement, ERAU may receive from the DISTRICT records

that may be exempt from public release, including but not limited to, personally identifiable student information, the confidentiality of which is protected under the Family Educational Rights and Privacy Act as well as under Sections 1002.22 and 1002.221, Florida Statutes. ERAU acknowledges and agrees that it may use such information only for the purposes for which the disclosure was made and may not disclose the information to any other party without the prior written consent of the DISTRICT. ERAU shall not allow anyone to obtain access to personally identifiable information from education records, or other exempt records, except in strict accordance with the requirements, if any, established by the DISTRICT in writing. Upon termination of the Agreement, ERAU shall, at the election of the DISTRICT, either destroy or return to the DISTRICT, all such information in its possession, if any, and confirm the same in writing to the DISTRICT. Notwithstanding any provision to the contrary contained in this Agreement, ERAU shall indemnify and hold the DISTRICT and its officers and employees harmless for any violation of this covenant, including but not limited to defending the DISTRICT and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the DISTRICT, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon the DISTRICT arising out of the breach of this covenant by ERAU. This provision shall survive the termination of or completion of all performance or obligations under this Agreement and shall be fully binding upon ERAU until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

ARTICLE 7.0 LIMITATION OF LIABILITY

The Parties agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment and agree to be liable for any damages proximately caused thereby; provided, however, the Parties agree that DISTRICT's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes, including up to \$200,000.00 per claimant and \$300,000.00 per occurrence. These limitations will apply for all claims, including without limitation, contract, warranty, indemnity, tort (including derelict and negligence), and strict liability howsoever caused or incurred for any reason whatsoever. Nothing in this Agreement shall waive the sovereign immunity of the DISTRICT except to the extent waived in Section 768.28, Florida Statutes.

ARTICLE 8.0 NOTICES

- 8.1 No notice or communication pertaining to this Agreement, except as provided in Paragraph 3 herein, shall be deemed to have been duly given by the Parties, unless addressed as follows or to such other address, individual or telecopy number as may be designated by notice given by a Party to the other Party from time to time:

ERAU: Nanette Guzman
Director – Office of Sponsored Research Administration
1 Aerospace Boulevard
Daytona Beach, Florida 32114-3900
guzmann2@ERAU.edu
Phone: (386) 226-7695
Fax: (386) 226-4901

DISTRICT: Suwannee County Public Schools
Name & Title: Superintendent of Schools
1740 Ohio Avenue South
Add. 1: Live Oak, FL 32064
Add. 2: superintendent@suwannee.k12.fl.us
Email: 386-647-4600
Phone:

- 8.2 Any such notice, request, requirement, approval, permission, consent or other communication in connection with this Agreement shall be given in writing and, if delivered by hand shall have been so delivered, or by registered mail shall be deemed to have been received by the addressee on the day on which it shall have been received, or if faxed, shall be deemed to have been received by the addressee upon electronic acknowledgement.

ARTICLE 9.0 RELATIONSHIP OF THE PARTIES

The Parties hereto shall act as independent contractors and nothing herein contained shall be construed as creating any other relationship between the DISTRICT and ERAU, nor shall it be construed as creating any relationship with the other Party's employees. Each Party agrees that none of its employees is an employee or agent of the other Party. No Party hereto shall, without the prior written consent of the other Party, enter into any contract or commitment in the name of or on behalf of the other Party or bind the other Party in any manner whatsoever.

ARTICLE 10.0 COMPLIANCE WITH LAWS

- 10.1 The Parties shall comply with any laws, rules, and regulations in force in the location where the Program is performed, as well as codes of conduct, if any, concerning security and safety of its employees or representatives.
- 10.2 At all times relevant hereto, ERAU shall maintain all appropriate occupational and professional licenses as necessary to fulfill its obligations under this Agreement.

ARTICLE 11.0 STANDARDS OF CONDUCT

The Parties recognize that the standards of deportment and conduct for faculty and students in the GAI must be appropriate to the requirements of a professional education program and the Federal, State, and local laws applicable to public education in the DISTRICT. The Parties further agree that the more stringent of the standards of deportment and conduct established for GAI in general and in the ERAU Student Honor Code available at <https://daytonabeach.erau.edu/campus-life/dean-of-students/honor> will govern behaviors in the GAI.

ARTICLE 12.0 DISPUTE RESOLUTION

- 12.1 The Parties agree that any disputes between them arising from, related to, or in connection with this Agreement or the facts and circumstances leading thereto shall be exclusively subject to the laws, jurisdiction and venue of the United States of America, State of Florida, without regard to otherwise applicable choice of law provisions.
- 12.2 In case of dispute that cannot be resolved by mutual agreement, the Parties agree to good faith efforts to resolve any disputes between them by means of mediation using a mutually agreed mediator. Each side shall bear its own costs and expenses. Nothing about this provision shall bar either Party from seeking appropriate injunctive relief in Florida courts to prevent an imminent, irreparable harm.

ARTICLE 13.0 INDEMNIFICATION

As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, including up to \$200,000.00 per claimant and \$300000.00 per occurrence, each of the Parties to this Agreement hereby agrees to indemnify and hold the other Party hereto harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying Party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified Party. In no event shall either Party be liable to the other under any theory of tort, contract, strict liability or other legal or equitable theory for lost profits, exemplary, punitive, special, incidental, indirect, consequential, collateral or similar damages, each of which is hereby excluded by agreement of the Parties regardless of whether or not such Party has been advised of the possibility of such damages.

FAA ground courses may be offered but no actual flight activities or flight training in an aircraft are part of the ERAU Concurrent Enrollment program and any local third-party business or individual offering flight training is doing so without any connection or relationship to ERAU.

ARTICLE 14.0 FORCE MAJEURE

No Party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot,

war, civil unrest, flood, earthquake, or other cause beyond such Party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a Party's financial condition or negligence). Except as expressly provided otherwise in Agreement, dates and times by which any Party is required to perform and obligations under this Agreement and the Statement of Work shall be postponed automatically to the extent and for the period of time that such Party is prevented from meeting such obligation by reason of any cause beyond its reasonable control, provided the Party prevented from performing its obligations notifies the other Party immediately of the commencement and nature of such cause and the probable consequences thereof with appropriate details, and provides further that such Party will use reasonable efforts to comply with its obligations in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are available.

ARTICLE 15.0 CONFIDENTIALITY OF AGREEMENT/PUBLICITY

Subject to and only to the extent permitted by Chapter 119, Florida Statutes, the Parties shall secure each other's prior written approval before any information relating to this Agreement is released to anyone other than employees of any of the Parties requiring the information for the performance of their duties with respect to the matters contemplated in this Agreement, and which have agreed to be bound by confidentiality undertakings.

ARTICLE 16.0 ASSIGNMENT

The Parties acknowledge that this Agreement has been entered in consideration of the Parties mutual confidence in each other and the Parties are unwilling to proceed on the basis set out in this Agreement with any other person save and except as expressly provided herein. Consequently, neither this Agreement nor any of the respective rights or obligations of the Parties hereunder or benefit or advantage received, may be assigned, given, sold, bargained sublet, or otherwise disposed of, in whole or in part, by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld or unduly delayed.

ARTICLE 17.0 COMPLETE AGREEMENT

- 17.1 This Agreement supersedes all previous agreements between the Parties related to the subject matter hereof and represents the entire understanding between the DISTRICT and ERAU in relation to the subject matter dealt with herein.
- 17.2 This Agreement shall not be amended or modified, and no waiver of any provision shall be effective, unless set forth in a written instrument authorized and executed with the same formality as this Agreement.

ARTICLE 18.0 INSURANCE

District certifies that it is self-insured pursuant to the provisions of §768.28, Florida Statutes, for tort liability in anticipation of any claim which it might be liable to pay pursuant to that section. Worker's compensation coverage is also self-insured at levels conforming to statutory requirements. Such liability and workers' compensation self-

insurance supersedes any insurance obligation imposed on the District in the Agreement. District shall insure that ERAU receives immediate notification of reduction in or cancellation of coverage.

ERAU agrees to maintain insurance coverage.

ARTICLE 19.0 FLORIDA STATUTE 1011.62 (1)(o)

An amendment to s. 1011.62(1)(o), F.S., added provisions to allow for funding of CAPE Industry Certifications and CAPE Acceleration Industry Certifications earned through dual enrollment. CAPE industry certifications earned through dual enrollment must be reported and funded pursuant to s. 1011.80, F.S. However, if a student earns a certification through a dual enrollment course and the certification is not a fundable certification on the postsecondary certification funding list, or the dual enrollment certification is earned as a result of an agreement between a school district and a nonpublic postsecondary institution, such as this, the bonus value shall be funded in the same manner as other nondual enrollment course industry certifications. In such cases, the school district may provide for an agreement between the high school and the technical center, or the school district and the postsecondary institution may enter into an agreement for equitable distribution of the bonus funds.

Several ERAU courses have Industry Certification preparation embedded in their course work.

For the purposes of this Agreement, if dual enrollment certification is earned on ERAU courses with CAPE certifications, the equitable distribution of funds is set at 5% to ERAU for this annual agreement. Each year's percentage will be dictated based on the availability of state grant dollars. Districts are encouraged to utilize Industry Certifications as a means for future sustainability.

Districts are required to register courses associated with CAPE certifications with the department of education for CAPE funding.

All costs associated with CAPE Certifications (course materials, testing fees and equipment) are covered within this agreement by ERAU and subject to available funds.

Signature page to follow

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers or representatives.

For Embry-Riddle Aeronautical University

Nanette Guzman, DBA, CRA, Director,
Office of Sponsored Research Administration

DATE

For Suwannee County School Board

Jerry Taylor, Board Chairman

DATE

Ted Roush, Superintendent

DATE

Statement of Work and Budget to follow

"Approved as to Form and Sufficiency
BY _____

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

Attachment A

Statement of Work and Budget

Total Sections

Fall 2024/Spring 2025

- | | |
|------------------------------------|------------|
| 1) Secondary Course Sections | 2 Sections |
| 2) Dual Enrollment Course Sections | 0 Sections |

TOTAL SECTIONS	2 Sections
-----------------------	-------------------

Course Monitor Fees	\$0
Faculty Costs	\$0
Fringe Benefits	\$0
Dual Enrollment Section Cost	\$0
Secondary Course Section Cost	\$500

SUBTOTAL	\$500
INDIRECT COSTS	\$115

TOTAL PRICE	\$615
--------------------	--------------

Grant funds will cover the cost of all technical training, lodging for professional development, equipment, supplies, textbooks, teacher stipends, program management, student industry certification exams and programs in UAS, Fusion 360, FAA Private Pilot Ground school and FAA Remote Pilot, teacher industry certification exams and training programs in UAS, Fusion 360, FAA Ground Instructor, FAA Remote Pilot, professional industry conference registration and other aviation opportunities for students and teachers as they may arise.

**FAA student testing fees are on a reimbursement basis. Schools must submit invoice, test results and receipts by 5/22 for reimbursement.*

Payment

The DISTRICT will make payment for each academic school year in accordance with this schedule and any addenda to this contract entered into by both Parties. Payments will be due as follows:

Date of Final Execution	<u>\$615.00</u> (100% of total due)
Upon Receipt of Certification of CAPE Dollars Applicable	5% CAPE Certification due for AY
Total Due	\$615.00

Attachment B

Additional Terms and Conditions

Purpose

Concurrent/dual enrollment courses are postsecondary courses that eligible students can take to earn both secondary and college or career certificate credit facilitating accelerated progress toward a post-secondary certificate or degree. The Gaetz Aerospace Institute (GAI) of Embry-Riddle Aeronautical University (ERAU), Contract Committee meets annually in the spring to go over the current year's agreements and discusses changes that are required due to changes in statute or rule and any changes desired by either the school district or the college. A draft document is prepared by University personnel and sent to all members of the Committee for additional changes or approval. Once the document is in its final draft, copies are sent to the school districts to take to their School Boards for approval and signatures. Once approved and signed, copies are sent to Embry-Riddle Aeronautical University (ERAU) to be approved and signed by GAI-ERAU. Digitally signed, electronic copies are sent to the school district personnel unless hard copies are requested.

The Agreement is expected to be completed prior to the start of the school year.

A. A ratification or modification of all existing agreements

Once the Agreement is signed by both Parties, the Agreement will be active for the upcoming academic year. This Agreement covers **concurrent/dual enrollment**, but also course work to support career pathways, outreach and teacher preparation. Legislative changes that occur after the final draft of this document which impact the upcoming academic year will take precedence.

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

It is the responsibility of the high schools in the district to inform students of the availability of the dual enrollment program requirements and currently offered courses through educational planning and guidance process. Each high school will advertise dual enrollment through a variety of methods. High school personnel will direct students to meet with their high school guidance counselors if they are interested in learning more about participation in dual enrollment. High school guidance counselors will review with the student criteria for participation in the dual enrollment program. Information will also be available to students and parents on ERAU's Gaetz Aerospace Institute website. It is the responsibility of the high schools to notify parents about the option for their child to participate in dual enrollment courses through a variety of means.

1. References to students in this document mean any student enrolled in a GAI - ERAU course.
2. Registration in this document refers to the period of time between applying and enrolling in their dual enrollment courses each semester.
3. References to applying or applications means the process by which the student completes the online application, enters the information required, and submits the parent consent form. This process is completed upon entry to the program and is only required to be completed once.
4. GAI will provide information to the secondary schools regarding requirements for participation in, and the educational benefits to be derived from concurrent/dual enrollment.
5. The secondary schools, in turn, will utilize printed, published, electronic, or other media to notify students and their parents or guardians of the opportunity to participate in these programs. The secondary schools will additionally provide information, using these same methods, to students and their parents or guardians, of the eligibility criteria for participation in these programs.
6. GAI will post application deadlines and registration dates on its concurrent/dual enrollment website <https://erau.edu/gaetz-aerospace-institute/students-instructors/important-dates>.
7. GAI's Regional Managers, Faculty and staff will work with district and school officials on targeted concurrent/dual enrollment recruiting activities.

C. A delineation of courses and programs available to students eligible to participate in concurrent/dual enrollment, outreach and career pathway courses.

1. Courses to be provided by GAI under this Agreement will be mutually agreed upon by GAI and the School District and will avoid unnecessary duplication of existing courses.
2. Section 1007.271(1), Florida Statutes, establishes that "the dual enrollment program is the enrollment of an eligible secondary student ... in a postsecondary course creditable toward high school completion and a career certificate or an associate or baccalaureate degree". A student who is enrolled in postsecondary instruction that is not creditable toward a high school diploma may not be classified as a dual enrollment student. Physical education skills courses and college preparatory instruction are not eligible for dual enrollment.

3. GAI will furnish each school with a copy of the current courses with descriptions for each course in which a student may be enrolled. Specific courses to be provided on school campuses in the participating districts shall be mutually agreed upon by the School Board and GAI.
 - Dual enrollment: <https://erau.edu/gaetz-aerospace-institute/programs/concurrent-dual-enrollment>
 - High school credit courses: <https://erau.edu/gaetz-aerospace-institute/programs/smarter-high-school>
4. Courses eligible for dual enrollment must be a minimum of three college credits; courses with two or more college credits with a 1.0 or more credit lab are acceptable. If there are co-requisite courses required by ERAU, the courses must be taken simultaneously.
5. GAI courses, both dual enrollment and SMART@ER courses, **have a cap of no more than 30 students per section (class period)**. Dual enrollment courses may not be combined with other courses. All students in the dual enrollment classroom must be enrolled with ERAU.

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

Students and the parent/guardian of students wishing to pursue participation in the GAI program must contact their secondary school guidance counselors to discuss admissions criteria and to obtain the necessary application information.

APPLICATION PROCESS

Step 1 – Complete Online Application – New Students Only – First 10 Days of Semester All new students (students who have not taken an ERAU class previously) must complete the online application. Special care should be taken to enter information correctly as this will create the official ERAU student account. Applications are typically processed within a few business days. The online application link can be found on the GAI website at <https://erau.edu/gaetz-aerospace-institute/students-instructors>.

Once the application is processed at ERAU, the student will receive an email with their Embry-Riddle Student ID number and email address. The student must log on to ERNIE to claim their account and set up their password. To access ERNIE, go to www.erau.edu and click on ERNIE at the top of the page.

Step 2 – Complete Consent Form – New Students Only – First 10 Days of Semester All new students (students who have not taken an ERAU class previously) must submit a Consent Form, complete with their ERAU student ID#, and both parent/guardian and guidance counselor signatures. The Consent Form must be

submitted to ERAU for the student to be eligible to enroll in courses.

Step 3 – Enrolling in Courses – ALL STUDENTS

Instructors will supply their students with the correct Course Code and Section Number for the class during the Registration period and instructions for enrolling. Students will self enroll in their courses online each semester by accessing their ERNIE accounts.

The school is responsible for providing any documents needed for eligibility. This may include secondary school transcripts or placement test scores.

All documentation must be received by ERAU by the posted deadlines. If a student does not meet eligibility criteria or does not submit paperwork by the posted deadline, they may not be eligible to enroll.

1. **Registration** - GAI brochures will be provided to guidance counselors by ERAU to better help students and parents understand the requirements, admission, enrollment, procedures, and benefits of program participation. The registration process is also housed on the GAI website: <https://erau.edu/gaetz-aerospace-institute/students-instructors>.

Instructors will supply their students with the correct course and section number during open registration and students will self-register online. Students should verify their enrollments by logging in to their ERNIE accounts and reviewing their student center records. Students are held to the GAI academic calendar and deadlines. Any schedule changes must be made by the published deadlines. It is the student's responsibility to notify ERAU's GAI office if they change schools or withdraw from secondary school.

2. **Withdrawal process** – dual enrollment students must notify their teacher and guidance counselor to withdraw from a course(s) within the withdrawal period. The student must see their guidance counselor to request a withdrawal. The guidance counselor will email ERAU at bosmat@erau.edu of the effective date of the student's schedule change. Requests must be received by the withdrawal deadline. The student will receive a W on their transcript for the attempt in the course. Students who withdraw two times are no longer eligible to participate in the ERAU-GAI program.

Regardless of meeting student eligibility requirements for continued enrollment, a student may lose the opportunity to participate in a course if the student is disruptive to the learning process such that the progress of other students or the efficient administration of the course is hindered.

In addition, a student will be sanctioned accordingly if found to violate any

of the ERAU student code of conduct standards as outlined in the ERAU Student Handbook. This could include a sanction ranging from a warning to permanent dismissal from ERAU. <https://erau.edu/gaetz-aerospace-institute/students-instructors/academic-integrity-student-handbook>

Each course taken through concurrent/dual enrollment will count toward the student's total attempted hours once they graduate secondary school. If the student takes unnecessary course work, it could impact Federal Financial Aid and university excess hour fees in the future. It is the responsibility of school guidance counselors to share this information with parents.

3. **Grade Distribution** - All students enrolled in concurrent/dual enrollment classes will be graded on the same basis as other college students in the same courses. GAI will assign letter grades to each student/course and the letter grade assigned shall be posted to the student's secondary school transcript by the school district. Final grades between the university course and high school course must match.

E. A list of any additional initial student eligibility requirements for participation in the concurrent/dual enrollment program

1. An overall GPA of 2.5 on an unweighted 4.0 scale is required for students to enroll in dual enrollment. Students must be in grades 10-12 to enroll in dual enrollment courses. Continued eligibility for college credit dual enrollment (concurrent/dual enrollment) requires the maintenance of a 2.0 unweighted secondary school GPA and the minimum GPA required by the college. S. 1007.271(3), F.S., allows exceptions to the required GPA on an individual student basis if both parties agree. Broad exceptions are not allowed. Any exception to these requirements must be approved in advance by ERAU and the secondary school Administration.
2. The secondary schools shall identify those students qualified and interested in participation of concurrent/dual enrollment classes. The secondary school administrators will approve student eligibility for participation in these classes. The student must be enrolled in their County Public School System or Private School Organization and must be working towards a secondary school diploma to participate in concurrent/dual enrollment.
3. Parent/Guardian signature is required on the consent form.
4. Concurrent/dual enrollment courses are weighted at least at the honors level on the secondary school transcripts. Any course taken becomes a permanent part of the student's academic record. Students will earn secondary school and college credit for the course dual enrollment (concurrent enrollment). If a student does not successfully complete their

course(s) it could affect future financial aid eligibility.

5. The district and participating school are held to the GAI academic calendar and deadlines. Any schedule changes must be made by the published deadlines. Efforts are made to align the GAI academic calendar as closely as possible with the high school's but discrepancies may occur with course dates, testing and grading deadlines. It is the student and school's responsibility to notify the GAI office if they change schools or withdraw from a secondary school.
6. Students who earn an "F" grade in a course are no longer eligible to enroll in GAI courses.
7. Students who earn a "D" grade may retake that one class. Courses may only be repeated once.
8. Dual enrollment courses meet the curricular expectations and are at the same depth and rigor of non-dual enrollment postsecondary instruction, including dual enrollment courses offered on the high school campus. Students should understand that dual enrollment courses are college courses and the amount of work necessary to succeed may be much greater than in high school courses. In addition, dual enrollment courses become a part of a student's permanent college transcript and are calculated into the student's permanent postsecondary GPA. It is the responsibility of the high schools in the district to inform the students and parents about the college-level expectations.
9. Students must be labeled as at least a sophomore in secondary school for consideration for concurrent/dual enrollment courses. Students are no longer eligible for concurrent/dual enrollment once they successfully complete 4 years of enrollment in secondary school or graduation, whichever comes first. Any exceptions to the requirements must be approved by both the secondary school and GAI.
10. Students who will graduate from secondary school prior to completion of the post-secondary course may not register for the course through concurrent/dual enrollment. This means that secondary school seniors may NOT take a Summer A course as concurrent/dual enrollment or as a regular college student since they have not officially graduated from secondary school prior to the start of that term.

F. A delineation of the secondary school credit earned for the passage of each concurrent/dual enrollment course

1. The school district will ensure that appropriate secondary school credit will be awarded upon successful completion of concurrent/dual enrollment

classes. The district and school administration are responsible for registering their career themed courses with the Department of Education if the dual enrollment course is tied to an Industry Certification approved under CAPE.

G. A recommended procedure for informing students and their parents of college-level course expectations

1. GAI will supply secondary school guidance counselors with concurrent/dual enrollment brochures which include application instructions to inform students/parents of the requirements and benefits of participation in the program.
2. Instructors will remind students that concurrent/dual enrollment courses meet the curricular expectations and are at the same depth and rigor of non-concurrent/dual enrollment postsecondary instruction. Instructors will provide students with a course syllabus outlining course requirements.
3. Students are informed that they should plan to study at least two to three hours outside of class for every hour they are in the class to be successful in college level courses. In addition, guidance counselors should inform parents that concurrent/dual enrollment courses become a part of a student's permanent college transcript and are calculated into the student's permanent postsecondary GPA.

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

There will be no exception made to the required grade point averages for academic or career concurrent/dual enrollment without prior approval by both GAI and the HS administration.

1. The registration policies for concurrent/dual enrollment courses as determined by the postsecondary institution.
2. Concurrent/dual enrollment students will follow the college's procedures for drop, withdrawal and petition policies.
3. The beginning and ending dates of courses offered during the regular day in the secondary school facilities will follow the secondary school schedule and calendar. However, course registration, withdrawal and final grade submission dates will be held to the ERAU-GAI academic calendar.

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

ERAU employees serving as concurrent/dual enrollment faculty in the GAI

approved to teach college courses under this Agreement will annually attend a new faculty or adjunct orientation conducted by GAI where they will receive a copy of the Gaetz Faculty Guidebook, which includes the Web address of the Student Handbook, add/drop, withdrawal, and grading policies, as well as the ERAU Student Code of Conduct and critical dates. These instructors are expected to adhere to the professional guidelines, rules, and expectations presented in each handbook.

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

1. The School Board shall annually assess the demand for concurrent/dual enrollment and provide that information to GAI for assistance in planning classes in the ERAU scheduling system.
2. GAI shall be responsible for ensuring that the quality of instruction provided to concurrent/dual enrollment students is comparable to that afforded other ERAU students. To this end, the following will apply to concurrent/dual enrollment courses taught on secondary school campuses:
 - a. Concurrent/dual enrollment faculty shall be provided with a full-time ERAU faculty contact or liaison in the discipline they are teaching.
 - b. Concurrent/dual enrollment faculty shall be provided a copy of course plans, objectives and relevant ERAU Institutional Master Course Outline (MCO's). These objectives and outcomes must be included in the course syllabus.
 - c. The course syllabus must be provided to students and filed with the GAI discipline chairperson prior to the start of each term. Content of the syllabus must meet the same criteria as required for all college courses offered at ERAU.
 - d. Textbooks and instructional materials used in concurrent/dual enrollment courses must be the same or comparable with those used in courses taught on the ERAU Daytona Beach campus. If not identical, they must be approved by the discipline chairperson at the college.
 - e. For academic disciplines where a departmental exam is used, the final exam will be provided to the concurrent/dual enrollment faculty by ERAU prior to the scheduled administration dates.
3. The secondary school administration will recommend qualified secondary school teachers as instructors for concurrent/dual enrollment courses. To be qualified, faculty selected to teach concurrent/dual enrollment classes must submit an adjunct application to their administrative contact at GAI ERAU, along with their postsecondary transcripts. The instructors must meet ERAU faculty credentialing requirements set by Southern Association of Colleges

and Schools (SACS) Commission on Colleges' Principles of Accreditation: Foundations for Quality Enhancement, 2012 Edition (section 3.7.1).

4. In the absence of qualified secondary school instructors, ERAU may provide adjunct instructors to teach concurrent/dual enrollment courses on secondary school campuses.
5. GAI secondary school instructors who teach concurrent/dual enrollment courses will be evaluated by the secondary school administration using the district-wide evaluation instrument. These instructors shall also be observed for evaluative purposes by a GAI Regional Manager, or faculty liaison in accordance with GAI faculty evaluation processes. Secondary school faculty that instruct an ERAU course will follow the school board's guidelines for the performance of employees when evaluating these concurrent/dual enrollment instructors. Copies of Instructor performance evaluations will be maintained by the district and ERAU. This will include following the procedures for sharing and discussing the performance assessment tool/process with those being evaluated at least 20 days prior to the classroom observation;
 - a. scheduling the observation in advance;
 - b. providing a copy of the performance assessment to the instructor within ten (10) working days after the observation;
 - c. allowing the instructor to submit a written rebuttal to be placed with the assessment document in his/her personnel file housed in the Human Resource Office at ERAU;
 - d. and allowing the instructor the right to inspect, review, and copy the contents of his/her personnel file. Results of GAI's observation will be shared with the district administrator.
6. Concurrent/dual enrollment courses taught on a secondary school campus may not be combined with any non-college credit secondary school course.
7. As is appropriate for college-level study, course materials and class discussions may reflect topics not typically included in secondary courses that some parents may object to for "minors." Courses are not to be modified to accommodate variations in student age and/or maturity.
8. Any course-, discipline-, college-, or system-wide learning assessments required by the college in non-concurrent/dual enrollment sections of a course shall also be administered in all concurrent/dual enrollment sections of the course.

9. GAI shall analyze student performance in concurrent/dual enrollment course offerings on secondary school and college campuses to ensure that the level of preparation for future success is comparable with non-concurrent/dual enrollment college students. Analyses and recommendations shall be shared and reviewed with principals and school district administrators.
 10. **IMPORTANT:** If a secondary school wants to offer 30 credits or more on their campus, they must submit a request to ERAU's Senior Vice President for Academic Affairs at least 9 months in advance. If approved by ERAU officials, the secondary school and school district administrators will work with college officials to create and submit a "substantive change" to SACS. Approval must be received from SACS before the additional courses on the secondary school campus may be advertised or offered.
- K. The responsibilities of the school district regarding the determination of student eligibility before participating in the concurrent/dual enrollment program and the monitoring of student performance while participating in the concurrent/dual enrollment program**
1. Student screening for eligibility and participation is the responsibility of the secondary school principals according to district and state requirements.
 2. The secondary school counselor shall identify those students qualified to participate in concurrent/dual enrollment classes on a semester basis and will verify their continued eligibility throughout their participation. This verification will be conducted after grades are posted each semester. The counselor will notify GAI's concurrent/dual enrollment officer when a student's eligibility status changes.
 3. The secondary school counselor will work with students to include concurrent/dual enrollment course plans to minimize enrollment in a random selection of ERAU-GAI courses.
 4. GAI instructors will provide academic advising services to concurrent/dual enrollment students, monitor their progress and attendance in concurrent/dual enrollment classes, and provide progress and attendance reports to their secondary school at the college mid-term and upon completion of the college term.
 5. Students and their parents will be informed of college-level course expectations.
 6. Students attending concurrent/dual enrollment classes held in secondary school facilities during regular school hours will be subject to the school district and FAA attendance policies when applicable. Required documentation of enrollment will be reported to the school district's MIS

offices and ERAU Records office.

7. Students may enroll in courses conducted during school hours or extended school hours. However, if the student is projected to graduate from secondary school before the scheduled completion date of a post-secondary course, the students may not register for that course through concurrent/dual enrollment. The student may apply to ERAU and upon admission and special permission by the Office of Admissions, may register and pay the required tuition and fees.
8. **CODE OF STUDENT CONDUCT:** Students taking concurrent/dual enrollment classes on their secondary school campus will be subject to their school district's code of conduct. If a student in secondary school class is found to have plagiarized any portion of his/her course work or assignments, the instructor will notify ERAU's Dean of Students and the student will be subject to the same disciplinary actions as other students taking courses on the ERAU campus, regardless of disciplinary action is taken by their school district. If a student is disruptive to the learning process through their classroom behavior so that the progress of other students or the efficient administration of the course is hindered, a student may lose the opportunity to participate in the concurrent/dual enrollment course, regardless of eligibility requirements for continued enrollment.
9. **STUDENT RECORDS:** The parties may provide personally identifiable student records to each other in the performance of this Agreement. Such records are provided pursuant to Section 1002.22(3)(d), Florida Statutes, and 20 U.S.C.A. 1232g Each party further agrees to comply with Section 1002.22, Florida Statutes, and 20 U.S.C.A. 1232 f, including but not limited to provisions related to confidentiality, access, consent, length of retention, and security of student records.

L. The responsibilities of GAI regarding the transmission of student grades in concurrent/dual enrollment courses to the school district.

1. Students with unsatisfactory progress reports should be counseled by the secondary school guidance counselor immediately upon receipt of grades from the instructor.
2. All students enrolled in concurrent/dual enrollment classes will be graded on the same basis as other college students in the same courses. GAI will assign letter grades to each student/course and the letter grade assigned shall be posted to the student's secondary school transcript by the school district. Instructors will submit grades to the student's secondary school and to ERAU.
3. If a concurrent/dual enrollment student earns an F grade in any course(s)

during one semester he/she will no longer be eligible to participate in concurrent/dual enrollment. A student who earns a D grade will be permitted to retake that one course if offered, course may only be repeated once.

M. Accountability

This Agreement and the policies and allocation of responsibility shall be effective upon being signed by the representative authorized to commit the school districts and Gaetz Aerospace Institute of Embry-Riddle Aeronautical University, but shall be executed before registration for the fall term of the following school year. Courses of study and programs are to be incorporated into the Agreement before instruction begins. This Agreement shall be valid for the 2024-2027 school year.

It is the responsibility of the high school dual enrollment specialist to notify ERAU's GAI Regional Managers or Education Director of all courses that the high school is requesting to offer. Each high school must complete the appropriate form for each course that the high school plans to offer. Based on need and faculty availability, ERAU will decide what courses can be offered on the high school campus.

It is the responsibility of the school administrative contact and instructor to verify their attendance rosters. ERAU instructors must check their online class rosters every day to ensure that the appropriate students are sitting in the class. If a student is not on the roster, the instructor should immediately notify the high school dual enrollment contact person. The high school dual enrollment contact person should notify ERAU's Student Services coordinator. Students not properly enrolled in ERAU dual enrollment courses will NOT receive college credit. Roster verification is the responsibility of the school administration.

N. E-Verify System

Pursuant to Fla. Stat. §448.095, Contractor agrees that it shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees during the term of this contract or solicitation.

- a) Pursuant to Fla. Stat. §448.095, if Contractor enters into a contract with a subcontractor(s) for the labor, supplies or services provided under this contract or solicitation, Contractor must require that the subcontractor(s) provide it with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor understands that it must maintain a copy of such affidavit for the duration of the contract or solicitation.
- b) If School Board has a good faith belief that the Contractor has knowingly violated Fla. Stat. §448.09, School Board shall terminate the contract with the Contractor. The Contractor is liable for any additional costs incurred by

the School Board as a result of a termination of this contract or solicitation pursuant to §448.095(2)(f).

- c) If School Board has a good faith belief that a subcontractor(s) has knowingly violated §448.095, but contractor has otherwise complied with this subsection, School Board shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor(s).

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Attachment C

Programmatic Information for School Based Administrators

As a Gaetz Aerospace Institute (GAI) Dual Enrollment (DE) and SMART@ER course member school, the MOU between GAI and YOUR school district includes the following requirements:

1. **ACADEMIC CALENDAR:** Instructors and Students are held to the GAI academic calendar and deadlines, not those of the school district where grades and enrollment are concerned.
2. **AUDITING GAI DE COURSES:** Students are not allowed to audit GAI DE courses.
3. **CONCURRENT CLASSES:** GAI member schools are not permitted to co-mingle concurrent enrollment students this includes:
 - a. Dual Enrollment (DE) and SMART@ER or regular FLDOE high school classes cannot be taught by a single teacher at the same time with students that share the same classroom.
 - b. Where one of the classes concerned is a GAI SMART@ER class, multiple high school classes cannot be taught at the same time, by the same teacher, in the same classroom. This includes CTE classes.
4. **ENROLLMENT:**
 - a. New dual enrollment students must complete the 1) Online Application, and 2) The Consent Form prior to published deadlines. **A failure to complete these processes by the deadline means removal from the class roster.**
 - b. All DE students must enroll in their courses online each semester prior to the published deadlines. **A failure to complete these processes by the deadline means removal from the class roster.**
5. **ENROLLMENT MAXIMUM:** The maximum number of students in any GAI affiliated class is 30. Any class that numbers more than 30 students must either:
 - a. Create an additional section to accommodate less than 30 students, or
 - b. Decrease the number of students to 30 or less.
6. **ENROLLMENT MINIMUM:** The minimum number of students in any GAI affiliated class is:
 - a. For schools that have 1,800 or more students, the minimum number of students is 15. If a school wishes to enroll less than 15 students, then they must send a waiver request to the ACA Director via the Regional Manager and the GAI Scheduler.
 - b. For schools that have less than 1,800 students, the minimum number of students is 10. If a school wishes to enroll less than 10 students, then they must send a

waiver request to the ACA Director via the Regional Manager and the GAI Scheduler.

7. **GAI EQUIPMENT:** Within the MOU, “GAI Equipment” and “Equipment” within the GAI MOU with the school district does not include computers, computer hardware, and software.
8. **ORDER OF COURSES:** AS 120 (Principles of Aeronautics) and AS 121 (Private Pilot Ground school) must be taken in order.
 - a. Member schools can enroll students to take AS 121 AFTER AS 120 has been completed if the student so wishes.
 - b. Member schools CANNOT enroll students to take AS 120 after AS 121.
9. **SCHEDULE CHANGES:** Changes in course, adding/deleting course sections must have administrative approval and provided in writing to ERAU prior to course commencing.
10. **STUDENT CONDUCT AND BEHAVIOR:** A student will lose the opportunity to participate in a course if the student is disruptive to the learning process such that the progress of other students or the efficient administration of the course is hindered. In addition, a student will be sanctioned accordingly if found to violate any of the ERAU student code of conduct standards.
11. **STUDENT ENTRY REQUIREMENTS:** Students must be in grades 10-12 for DE courses and have a minimum 2.5 unweighted GPA. Any exceptions must be requested in writing from the school administration stating just cause.
12. **STUDENT ACADEMIC PERFORMANCE:**
 - a. Students who earn a “D” grade may retake that one class. Courses may only be repeated once.
 - b. Students who earn an “F” grade in a course are no longer eligible to enroll in GAI courses.
 - c. GAI students who withdraw two times are no longer eligible to participate in the program.
13. **TESTING FEES:**
 - a. For GAI courses that include a certification test as part of the prescribed syllabus, GAI will pay the initial testing fees for the GAI student only.
 - i. Either GAI will prepay the testing fee to the vendor or they will reimburse the member school when invoiced (in one group invoice) for the testing fees that were outlaid by the school.
 - ii. Individual/personal student expenses for testing will not be reimbursed by GAI.

- iii. To be reimbursed, test receipts and testing scores from the testing entity must be submitted.
- b. For GAI courses that do not include a certification test for which the school and Instructor wish to test a GAI student:
 - i. A written request must be sent to GAI ahead of the testing date and a written agreement to reimburse the test must be received from GAI in order for GAI to reimburse the school for any testing monies outlaid.
 - ii. Individual/personal student expenses for testing will not be reimbursed by GAI.
 - iii. To be reimbursed, test receipts and passing test scores from the testing entity must be submitted. Failing scores will not be reimbursed.

I have reviewed and understand all of the GAI MOU-related rules above and agree to adhere within them as a representative of my school.

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Appendix A AY 24-25

Fall 2024

Suwannee HS	RPO-Remote Pilot Operations	Kleinsmith, Debra
Suwannee HS	RPO-Remote Pilot Operations	Kleinsmith, Debra

Spring 2025

Suwannee HS	RPO-Remote Pilot Operations-continued	Kleinsmith, Debra
Suwannee HS	RPO-Remote Pilot Operations-continued	Kleinsmith, Debra

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BRIDGES EXP MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is dated September 24, 2024 ("Effective Date") and is entered into by and between; Suwannee County School Board ("Client"), with a notice address of 1740 Ohio Avenue South, Live Oak, FL 32064; Attn: Ted L. Roush, and Bridges Experience, Inc., d/b/a Bridges EXP ("Vendor"), with a notice address of 1844 Sir Tyler Drive, Suite 300, Wilmington, North Carolina 28405; Attn: Legal. Client desires to engage Vendor to provide Services (defined below) as Client and Vendor may agree from time to time. Client and Vendor have agreed to the terms and conditions upon which Vendor will provide the Services; and Client and Vendor desire to memorialize the same in writing. In consideration of the forgoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Vendor agree as follows:

1. Definitions: As used in this Agreement, the following terms shall have the meanings ascribed to them below:

- 1.1. **"Account"** means the individual registration and account of Client, and each User for access to the Services.
- 1.2. **"Aggregate Data"** means any information or data obtained or accessible by Vendor, as a result of individuals creating Accounts or accessing or using the Services or Vendor's website, software, products, or services, that has been depersonalized and anonymized by removal of all Personal Information and other information that could be used to identify the Client or a specific individual.
- 1.3. **"Agreement"** means this Agreement, any Service Orders, and any addenda or exhibits, that may be attached hereto, which shall be specifically incorporated herein, as may be renewed, modified, or amended.
- 1.4. **"Affiliated Unit"** means (a) if Client is an educational institution (or program, department, or school therein), a health care facility that is affiliated with or a party to a contract with Client that permits Client to place or schedule Client's students with the health care facility for purposes of completing clinical, experiential, residency, or other educational, degree, or licensure requirements; and (b) if Client is a health care system or health care facility, a program, department, or school at an educational institution that is affiliated with or a party to a contract with Client that permits the program, department or school to place or schedule its students with Client for purposes of completing clinical, experiential, residency, or other educational, degree, or licensure requirements.
- 1.5. **"Authorized User"** means a Client employee who is authorized by Client to access and use the Services.
- 1.6. **"Data Breach"** means a breach of security leading to the unauthorized or accidental acquisition, theft, loss, disclosure, or access of or to Personal Information, relative to this Agreement, from Vendor or Vendor's network or system, or Client or Client's network or system, as applicable.
- 1.7. **"Data Protection Law"** means all applicable legislation relating to data protection and privacy including, without limitation, the EU Data Protection Directive 95/46/EC and all local laws and regulations which amend or replace any of them, including the General Data Protection Regulation (EU) 2016/679 ("GDPR"), together with any national implementing laws in any member state of the European Union or, to the extent applicable, in any other country, as amended, repealed, consolidated or replaced from time to time. The terms "process," "processes," and "processed" will be construed accordingly.
- 1.8. **"Documentation"** means any technical, product, service, or other business information, manuals, "help" files, instructions, descriptions, or specifications provided or made available by Vendor and applicable to the Services or any Vendor network, platform, or software. "Documentation" in the context of this Agreement does not include all information or records, but rather manuals and documents specifically relating to the software/system/platform's functionality, components, features, or requirements.

- 1.9. **"Faculty User"** means each faculty member of Client who is, may be, or will be considered for employment, placement, privileges, or access for student instructional/educational purposes with Client or Client's Affiliated Unit.
- 1.10. **"Fees"** means the fees for the Service(s) payable to Vendor under this Agreement and any Service Order.
- 1.11. **"Individual User"** means (a) each student who is or may be placed with Client or Client's Affiliated Unit (as applicable) for clinical, residency, experientials, or other education or degree requirements; or (b) any of Client's students, employees, volunteers, contractors, applicants, or other individuals to whom Services will be provided at the direction of Client.
- 1.12. **"IP"** means all networks, websites, systems, platforms, products, services, solutions, and software, and all interfaces, components, features, functions, tools, code (including, without limitation object code and source code), content, programming, tutorials, materials, graphics, documentation, information, modules, data that is compiled, accessed, obtained, created, or received by Vendor in connection with use of the Services (provided such data is not Client or a User's Confidential Information), and other intellectual property, proprietary property, and trade secrets used or incorporated in, part of, made available to Client or its individual users in connection with using, procuring, or accessing, the Services.
- 1.13. **"IP Rights"** means any and all intellectual property rights, including, but not limited to, copyrights, trademarks, service marks, and patents, regardless of whether registered, unregistered, capable of registration, or incapable of registration, as well as know-how and trade secrets, contained in, related to, part of, or arising from the IP.
- 1.14. **"Natural Person"** means an identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.15. **"Personal Information"** means all information that can be used to identify a Natural Person or can be used with other sources to identify a Natural Person including, but not limited to (i) the user name or email address of a User, in combination with a password or other log-in credential that would permit access to the individual's Account, (ii) a User's first name or first initial, and last name, in combination with any one or more of the following data elements regarding the individual, when either the name or the data elements are not encrypted: the full social security number; driver's license number or state identification card number; bank account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account; or biometric data.
- 1.16. **"Protected Health Information"** mirrors the definition of the same term under 45 C.F.R. 160.103.
- 1.17. **"Required by Law"** means all applicable international, federal, state, or local laws or regulations governing use of the Services, including but not limited to, Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("FCRA"), Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Data Protection Laws, and "Ban the Box" laws.
- 1.18. **"Services"** means the Vendor services requested and ordered by Client under one or more completed Service Orders, as hosted and made accessible to Client by Vendor.
- 1.19. **"Service Order"** means an order for Services and the relevant terms required by Vendor to supply such Services. All Service Orders shall be deemed a part of and included in the term "Agreement." Notwithstanding the above, any irreconcilable conflict between this Agreement and a Service Order shall be controlled by the Service Order, but only for the Services covered by such Service Order.
- 1.20. **"Subscription Term"** means the duration of Client's subscription to access and use the Service(s) subscribed to by Client, as set forth in the applicable Service Order, as may be renewed or otherwise modified by mutual written agreement of Client and Vendor.

1.21. **"Third Party Fees"** means the fees charged to Vendor by any vendor, furnisher, provider, record repository, or governmental agency or department in connection with the Services, such as, but not limited to, fees to access a data or information source.

1.22. **"User"** means any one or more, as the context requires or permits, of the following: Authorized User, Faculty User, and Individual User.

2. **Services/Right to Access and Use:** Vendor will provide Client the Services as set forth in this Agreement and the applicable Service Order. Client represents to Vendor that all Authorized Users are employees or agents of Client who have a legitimate business need to access and use the Services, and to view, copy, and access results, reports, documents, and information about the individuals on or through the Services. Client shall promptly notify Vendor if an Authorized User no longer is employed by Client or is no longer authorized to access or use the Services. Client and each Authorized User shall comply with all applicable laws, rules, and regulations. Client is responsible for any access to or use of the Services through Client's Account(s). In no event shall Client or any Authorized User input, upload, transmit, publish, or disclose, or permit, authorize, cause, require, or request any other individual, entity, or organization to input, upload, transmit, publish, or disclose, on, to, or through the Services any Protected Health Information. Client agrees that it shall not, and it shall instruct each of its Authorized Users to not, (a) disclose or provide to any third party any username, password, or other log-in credential to the Services; or (b) permit, authorize, or enable any third party not specifically authorized in writing by Vendor to access or use the Services. In the event that any password, username, or other log-in credential of Client or any Authorized User is compromised, accessed, obtained, or disclosed to or by any unauthorized person, entity, Client shall immediately notify Vendor. User's access to or use of the Services is subject to Vendor's website terms and conditions of use and privacy policy, which can be found at <https://discover.castlebranch.com/terms-and-conditions/>, and <https://discover.castlebranch.com/privacy-policy/>, respectively, and are subject to change.

i. No click-through, click-wrap, shrink-wrap, browse-wrap, or comparable agreements or terms and conditions included with the Services, or otherwise presented to Client or Authorized Users in connection with the Services (collectively, "Wrap Agreements"), shall have any force or effect with respect to Client. Authorized Users are not authorized to bind Client to any Wrap Agreement, or enter into any Wrap Agreement on behalf of Client or individually in their capacity as Client personnel. Any action taken by Client or Authorized Users that would otherwise be considered acceptance of or assent to a Wrap Agreement shall be deemed only as Client's reaffirmation of this Agreement. However, should Client, through its Authorized User's, order a Consumer Report as part of any Services Vendor may present to such an Authorized User the pop-up certification and that Authorized User's completion of said certification shall be imputed to the Client and excluded from the immediately preceding limitation.

3. Data Collection; Confidentiality and Information Security:

3.1. Where Vendor processes any Personal Information on behalf of Authorized Users, Vendor shall process such Personal Information in accordance with all applicable laws. Vendor shall maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security of any Personal Information collected or maintained as a result of the Services. In the event either Vendor or Client suffers or experiences a Data Breach, the Vendor or Client, as applicable, shall notify the other party in writing as soon as reasonably practicable, but in no event later than three (3) business days, or earlier if required by law, following the party's knowledge of the Data Breach, and shall take commercially reasonable actions to contain and investigate the Data Breach. The notification shall identify, to the extent such information is available (and if permitted by law): (a) the nature of the Data Breach; (b) the Personal Information accessed; (c) the person(s) who accessed the Personal Information; (d) any steps taken by the party to contain the Data Breach; and (e) any corrective action the party has taken or will take to prevent future unauthorized access. The party that suffered or experienced the Data Breach shall provide notice to affected individuals and to applicable governmental agencies if Required by Law.

3.2. If Vendor processes any Personal Information on behalf of Client that is subject to GDPR, Vendor and Client each agree and acknowledge that the Client shall be the data controller and Vendor shall be the data processor (as those terms are defined in GDPR) with respect to the processing of such Personal Information. Vendor shall only process such Personal Information upon the reasonable instructions of the Client for purposes notified to it by the Client for which consent from the relevant data subjects has been obtained. To the extent a User is covered by GDPR, then Vendor will (a) only collect, process and transfer those categories of Personal Information that it may legitimately process in accordance with this Agreement and/or the Client's written instructions or as permitted by consent from the User; (b) notify the Client promptly of any communication received from a Client User to Vendor relating to

subject access rights; and (c) take reasonable measures to keep such Personal Information secure and confidential. To the extent applicable, the right to store and/or use Personal Information is subject to the Right of Erasure as reflected in GDPR and any other applicable Data Protection Law.

3.3. Vendor utilizes multiple third-party Processors (or "Sub-processors" as that term is defined in GDPR), strictly as necessary, to perform the services under this Agreement. Vendor imposes, in writing, the same data privacy, confidentiality, and security requirements on its Sub-Processors to which Vendor and Client are subject under this Agreement. To the extent Required by Law, Vendor will provide to Client, upon request, a list detailing the then current Sub-Processors to which Vendor discloses or allows access to Personal Information under this Agreement.

Should Client refuse consent to Vendor's use of a particular Sub-Processor(s), to the extent consent is required by law, and upon notice to Vendor, Client shall have the option of terminating this Agreement without penalty or liability.

3.4. Each party may be given access to Confidential Information of the other party under or in connection with this Agreement. "Confidential Information" means any proprietary or non-public information compiled, accessed, or received by one party (the "receiving party") from or on behalf of the other party (the "disclosing party") under this Agreement, however manifested or communicated, including, without limitation, methods, processes, technical documentation, know-how, trade secrets, plans, pricing lists, strategies, research and development, analyses, business plans, techniques, software, formulations, data, employee information, Documentation, consumer reports, investigative consumer reports, or other proprietary or non-public information. Notwithstanding the foregoing, "Confidential Information" will not include any information that (a) is or becomes a part of the public domain other than through the act or omission of the receiving party, (b) is lawfully in the possession of the receiving party prior to it being provided by the disclosing party; (c) is lawfully disclosed to the receiving party by a third party that does not have an obligation of confidentiality to the disclosing party; or (d) is independently developed by the receiving party without use of the disclosing party's Confidential Information. The receiving party agrees that it will not use or disclose the Confidential Information except as provided in this Agreement. The receiving party may disclose Confidential Information to its and its affiliates' and subsidiaries' employees, officers, directors, agents, contractors, and representatives, including, without limitation, legal counsel (collectively "Representatives") who have a need to know the information and are bound by an enforceable contractual or ethical duty of confidentiality to the receiving party.

3.5. Nothing contained in this Agreement shall prohibit the receiving party from disclosing Confidential Information as Required by Law or pursuant to a court order, valid subpoena, or investigation by a government body or regulatory agency having jurisdiction over the receiving party or the disclosing party; provided, however, that prior to any such disclosure, the receiving party shall (a) give written notice to the disclosing party (unless prohibited by law) as soon as reasonably practicable and reasonably cooperate in any action by the disclosing party to challenge the disclosure of the Confidential Information; and (b) limit the scope of disclosure of Confidential Information to that which is legally required.

3.6. Client agrees that, notwithstanding anything in this Agreement to the contrary, Vendor may, subject to all restrictions and consent requirements Required by Law, at all times access, analyze, process, store, maintain, retain, use, disclose, create derivative works of, transfer, and copy any or all information or data collected, compiled, accessible, produced, or received under or in connection with this Agreement or the Services, including, without limitation, Confidential Information, without crediting or compensating Client or any other person or entity, as follows: (a) to perform, provide, or make available the Services or as permitted or required by this Agreement; (b) as Required by Law; (c) for legal, accounting, regulatory, and data analysis purposes of Vendor and its successors and assigns, including, without limitation, (i) to respond to disputes by Client or any individual regarding any alleged incompleteness or inaccuracy in any consumer report or investigative consumer report; (ii) to provide copies of an individual's file to the applicable individual upon request; (iii) to respond to, defend, initiate, and prosecute litigation, actions, claims, or proceedings; (iv) to respond to court, regulatory agency, or other subpoenas or orders; or (v) to respond to inquiries or requests for information from Client or the individual with respect to whom the information relates; (d) as instructed, agreed, consented to, or authorized by Client; (e) as instructed, agreed, consented to, or authorized by the individual with respect to whom the information relates, by any legal consent, including but not limited to, through a consent application that the individual utilizes to manage, own, maintain, control, and share their personal identifying information; (f) to the purchaser of or successor to all or substantially all of the assets or business of Vendor; or (g) to send to Client or the individual with respect to whom the information relates updates, notices, marketing announcements, and information regarding Vendor or the Services, including but not limited to, important updates and notices regarding maintenance or downtime. Vendor agrees to abide by any applicable limitations on re-disclosure of personally identifiable information from education records set forth in FERPA.

3.7. Notwithstanding anything contained in this Agreement to the contrary, Vendor may at all times store, maintain, retain, analyze, access, use, disclose, reproduce, copy, publicize, create derivative works from, or process Aggregate Data, without restriction and without crediting or compensating Client or any other person or entity.

4. **Termination:** Unless earlier terminated as provided for herein, this Agreement will remain in effect until the expiration or termination of all obligations under any Service Order. This Agreement may be terminated as follows: (a) by either party for convenience by providing thirty (30) days written notice; (b) by either party if the other party breaches any provision of this Agreement and such breach is not cured within fifteen (15) days after delivery of notice

to the breaching party, which must specify the details of the breach and indicate the party's intent to terminate this Agreement if the breach is not timely cured; or (c) by either party immediately and without further notice in the event that any voluntary or involuntary bankruptcy, insolvency, receivership, or other similar proceeding is commenced by or against the other party, or the other party becomes insolvent, or makes an assignment for the benefit of creditors, or dissolves or liquidates, or terminates its existence.

5. FCRA Consumer Reports Certifications / Conditions Precedent to Provisions of Services:

5.1 Client acknowledges that some or all of the products or services being procured or accessed under this Agreement may constitute or contain "consumer reports," "consumer credit reports," or "investigative consumer reports" as such terms are defined in FCRA or applicable state or local laws (sometimes collectively referred to herein as "consumer reports"). Client shall not request or obtain, or permit its employees, agents, contractors, or representatives to request, access, or obtain consumer reports or other information from Vendor for resale or unauthorized transfer to any other individual, entity, association, or organization unless specifically authorized by Vendor or the consumer with respect to whom the consumer report relates. All consumer reports and other information provided or otherwise made available by Vendor to Client or any other entity, organization, association, or individual in connection with this Agreement, the products, or services, are current only as of the date provided on the report or information. All "medical information", as defined under FCRA (including, without limitation, immunization records), and any other records, information, or documents uploaded, input, or transmitted to Vendor by Client or any individual in connection with the products or services provided or made available under this Agreement, are provided, made available, and stored "AS IS," and Vendor makes no, and expressly disclaims all, representations and warranties, express or implied, regarding the completeness, accuracy, or validity of any such records, documents, or information. Client agrees that Vendor is not responsible or liable to Client or any other individual, entity, or organization for the record keeping practices of third parties, or errors or omissions in the records or information of third parties that are provided or made available to Client, including, but not limited to, the department of motor vehicles; county, state and federal courts; state repositories; state and regional prisons; local police stations; federal bankruptcy courts; federal civil courts; state medical boards; drug testing facilities or specimen collection sites; professional licensing organizations; and other local, state, and federal organizations and agencies.

5.2 Client acknowledges that Vendor (a) is not a law firm; (b) is not providing legal advice to Client; (c) does not guarantee or warrant Client's compliance with applicable laws regarding Client's use of the Services, and that it is Client's responsibility to consult with its own legal counsel. Vendor may make available to Client sample forms or other documents which may include, but are not limited to, sample consumer report disclosure forms, sample consumer report authorizations, and sample pre-adverse and adverse action notices (collectively, "Sample Forms"). Client acknowledges and agrees that any Sample Forms that are provided or made available by Vendor are only samples and do not constitute legal advice. Vendor shall have no liability or responsibility regarding Sample Forms. Vendor expressly disclaims any warranties, representations, or responsibility or damages associated with or arising out of Sample Forms or any information contained therein.

5.3 "Ban the Box" addendum removed.

5.4 Client represents, warrants, and certifies to Vendor that it is obtaining and using consumer reports from Vendor solely (a) at the written request of the consumer with respect to whom the consumer report relates; (b) for the purposes of a legitimate business need for the information in connection with a business transaction that is initiated by the consumer with respect to whom the consumer report relates; or (c) for employment purposes, which may include for the consumer's participation in an educational program with Client or participation in clinical, experiential, residency, or other education or degree requirements at Client's facility or a clinical program, which may be deemed "employment purposes" under FCRA, and for no other purposes. Client shall confirm the permissible purpose at the time of each order.

5.5 With respect to each consumer report requested, obtained, accessed, or used by Client, Client agrees and certifies, and shall agree and certify as requested by Vendor, as follows: (a) no information from any consumer report will be used in violation of, and Client will comply with, any applicable federal, state, or local equal employment opportunity law or regulation or other applicable law or regulation; (b) Client has made a clear and conspicuous disclosure in writing to the individual with respect to whom a consumer report is being procured, before Client procured or caused to be procured the consumer report or investigative consumer report, in a document that consists

solely of the disclosure, that complies with federal law (and has provided any other disclosures required by state or local law); and (c) the individual with respect to whom the consumer report is being procured authorized in writing the procurement of the consumer report by Client (including, if applicable, the procurement of immunization records or other medical information for use in employment purposes, specifically verifying the individual's compliance with Client or health care facility requirements for accessing, teaching, or providing educational services at the facility). Client certifies and agrees that each time it orders or accesses a consumer report, it is reaffirming the above certifications.

5.6 Prior to taking adverse action based in whole or in part on information contained in a consumer report provided by Vendor, Client certifies to Vendor that it shall provide to the consumer: (a) a copy of the report; (b) a description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act;" and (c) any and all documents or notices required under state or local law. After the appropriate waiting period, if the Client takes an adverse action based in whole or in part on such information, Client hereby certifies to Vendor that it shall issue to the consumer a notice of the adverse action taken, including the statutorily required notices identified in the FCRA. If required by law, Client agrees to perform an individualized assessment and/or other considerations before taking any adverse action based on a criminal record.

5.7 Client agrees that Vendor may, but shall not be obligated to, request copies of any and all written disclosures provided by Client to any consumer(s) and written authorizations executed or provided by any consumer(s) with respect to the procurement by Client from Vendor of services regarding such consumer(s). Client shall provide to Vendor copies of all requested disclosures and authorizations as required by FCRA. Vendor reserves the right to prepare and send, in its sole and absolute discretion, notices under Section 613 of FCRA to applicable consumers.

5.8 If Client requests an investigative consumer report, Client certifies that it has provided a disclosure that: (a) an investigative consumer report (including information as to the consumer's character, general reputation, personal characteristics, and mode of living, whichever are applicable) may be obtained by Client for employment purposes; (b) if applicable, the consumer report will include immunization records and other medical information to be used for employment purposes, specifically verifying the individual's compliance with Client or health care facility requirements for placement, accessing, teaching, or providing educational services at the facility, and (c) the consumer has a right to, within a reasonable period of time after receipt of the disclosure, receive from Client a complete and accurate disclosure of the nature and scope of the investigation requested. In addition to the disclosure requirements identified above, if the consumer makes a written request within a reasonable amount of time, Client shall provide: (d) information about whether an investigative consumer report has been requested; (e) written disclosure of the nature and scope of the investigation requested; and (f) Vendor's contact information, including complete address and toll-free telephone number. This information will be provided to the consumer no later than five (5) days after the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.

5.9 Client certifies and acknowledges it has received and reviewed the following required notices and rules:

- (a) Notice to Users of Consumer Reports: Obligations of Users under the FCRA
<https://www.castlebranch.com/documents/obligations-of-users.pdf>
- (b) Summary of Your Rights Under the FCRA
<https://www.castlebranch.com/documents/summary-of-your-rights-under-the-FCRA.pdf>
- (c) Remedying the Effects of Identity Theft
<https://www.castlebranch.com/documents/remedying-the-effects-of-identity-theft.pdf>
- (d) Disposal of Consumer Report Information and Records
<https://www.castlebranch.com/documents/disposal-of-consumer-report-information-and-records.pdf>

5.10 **ICRA & CCRAA:** Regarding any consumer report, consumer credit report, or investigative consumer report obtained or accessed by Client about a resident of California and/or obtained or requested by Client if located in the State of California (collectively referred to in this subsection 5.10. as "investigative consumer reports"), Client certifies to Vendor that, under the Investigative Consumer Reporting Agencies Act, California Civil Code Sections 1786 et seq. ("ICRA"), and the Consumer Credit Reporting Agencies Act, California Civil Code Sections 1785.1 et seq.) ("CCRAA"), Client will do the following: (A) Request and use investigative consumer reports solely for permissible purpose(s) identified under California Civil Code Sections 1785.11 and 1786.12. (B) When, at any time, any investigative consumer reports are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, provide a clear and conspicuous disclosure in writing to the consumer, which solely discloses: (i) that an investigative consumer report may be obtained; (ii) the permissible purpose of the investigative consumer report; (iii) that information on the consumer's character, general

reputation, personal characteristics and mode of living may be disclosed; (iv) the name, address, telephone number, and website of Vendor; and (v) the nature and scope of the investigation requested, including a summary of the provisions of California Civil Code Section 1786.22. (C) When, at any time, investigative consumer reports are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer, only request an investigative consumer report if the applicable consumer has authorized in writing the procurement of the same. (D) Provide the consumer a written form with a box to check indicating whether the consumer wishes to receive a copy of any prepared investigative consumer reports relating to consumer. If the consumer wishes to receive a copy of the same, Client shall send a copy of the investigative consumer report to the consumer within three (3) business days of the date that the same is provided to Client. The copy of the investigative consumer report shall contain the name, address, and telephone number of the person who issued the report and how to contact him/her. (E) Comply with California Civil Code Sections 1785.20 and 1786.40 if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the investigative consumer report, informing the consumer in writing of Vendor's name, address, and telephone number, and provide the consumer of a written notice of his/her rights under the ICRA and the CCRAA.

6. Fees/Payment:

6.1 Client, or if applicable, User or other person or entity designated in any applicable Service Order as the Responsible Party for payment of Fees (collectively the "Responsible Party") shall pay to Vendor the Fees and all other fees and amounts required under this Agreement; provided, however, if the Responsible Party is an individual (for example, an Individual User), the Fees are due and payable by the Responsible Party prior to any Services being provided. All Fees and other fees and amounts are non-cancelable and the sums paid nonrefundable. Client represents and warrants that Client is permitted under applicable law to require or designate any Responsible Party as such to be responsible for and pay the Fees and other fees and amounts. Notwithstanding anything provided in this Agreement or any Service Order to the contrary, in the event of any increase in Third Party Fees, if applicable, Vendor may adjust the Fees for the affected Services, upon not less than fifteen (15) days' prior written notice to Client (which written notice may be provided by Vendor to Client via email or other means), by the amount of such increase.

6.2 If Client is responsible for payment of any Fees, Vendor will transmit to Client a written invoice for all Fees due hereunder, to the address provided in the applicable Service Order for invoicing. Client shall, unless reasonably disputed, pay to Vendor all Fees and other fees and amounts listed in each invoice within fifteen (15) days after the date of the invoice, without reduction, deduction, or withholding of any amount.

6.3 The Responsible Party will be responsible for payment of all taxes, duties, tariffs, and similar fees, assessments, or obligations related to this Agreement, except for taxes based on Vendor's net income, capital gains, or employee withholdings. In the event Client is exempt under applicable law from the payment of any applicable taxes, Client must deliver to Vendor a copy of Client's current and valid tax-exemption certificate or other evidence satisfactory to Vendor of Client's exemption.

7. Representations and Warranties:

7.1 Client represents and warrants to Vendor that Client has the full right, power, and authority, and has taken all corporate, board, company, or other required actions necessary, to enter into, execute, and perform its obligations under this Agreement.

7.2 Vendor represents and warrants to Client that Vendor is the owner of the Services, or the recipient of a valid right or license thereto, that the Services (when used by Client within the scope of, and in accordance with, this Agreement) do not infringe the intellectual property rights of any third-party, and that it has and will maintain the full power and authority to grant the rights granted in this Agreement without the further consent of any third party. In the event of a breach of the representation or warranty in this subsection 7.2, Vendor, at its own expense and in its discretion, will take one or more of the following actions: (a) secure for Client the right to continue using the Services to which Client subscribed; (b) replace or modify the Services to make it or them non-infringing; or (c) terminate the infringing Services or features, functions, tools, or components of the Service(s), or this Agreement, and refund to Client an equitable pro rata portion of any prepaid fees attributable to such Services or features. In conjunction with Client's right to terminate for breach where applicable and notwithstanding anything to the contrary in this Agreement, the preceding sentence states Vendor's sole obligation and liability, and Client's sole remedy, for breach of the

representations and warranties in this subsection 7.2 and for any alleged or actual intellectual property infringement by the Services.

7.3 If Client is to receive any type of consumer report furnished by Vendor, Client agrees that Vendor has the sole right to determine, in its reasonable discretion, what information is reportable or not reportable to Client or others under applicable laws, rules, and regulations, including, but not limited to, FCRA, and all such determinations of Vendor are final and conclusive. Client agrees that Vendor shall not be liable or responsible to Client for any good-faith determination by Vendor to not report or provide information in a consumer report.

7.4 Client understands and agrees that Vendor is not, and will not be deemed to be, making any determination or decisions regarding the suitability or eligibility, or acceptance or rejection, of any individual for any purpose including, without limitation, employment, promotion, reassignment or retention as an employee with or by Client, or admission or placement of the individual at Client or any Affiliated Unit. All decisions and determinations regarding any matter or transaction are made solely by Client.

8. DISCLAIMER OF WARRANTIES: EXCEPT TO THE EXTENT SET FORTH IN SECTION 7 OR AS PROHIBITED BY APPLICABLE LAW, CLIENT, ON BEHALF OF ITSELF AND ALL AUTHORIZED USERS, ACCEPTS THE SERVICES "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, AND VENDOR HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, OR ANY WARRANTY REGARDING QUALITY OR PERFORMANCE. EXCEPT AS PROHIBITED BY APPLICABLE LAW, VENDOR FURTHER DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, ACCURATE, COMPLETE, AND ERROR-FREE OR WILL OPERATE WITHOUT PACKET OR DATA LOSS, NOR DOES VENDOR WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET, NOR DOES VENDOR REPRESENT OR WARRANT THAT THE SERVICES ARE SECURE FROM HACKING, VIRUSES, UNAUTHORIZED INTRUSION, OR PRIVATE AND SECURE. THE PARTIES AGREE THAT THE PROVISIONS OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT, AS ENACTED ANYWHERE, DO NOT APPLY TO THE AGREEMENT, AND ALL WARRANTIES THEREIN HEREBY ARE DISCLAIMED.

9. LIMITATION OF LIABILITY AND DAMAGES:

9.1 EXCEPT AS PROHIBITED BY APPLICABLE LAW OR FOR A BREACH OF CONFIDENTIALITY OR PERSONAL INFORMATION, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED AN AMOUNT EQUAL TO THE FEES PAID TO VENDOR IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ALLEGED ACT(S) OR OMISSION(S) GIVING RISE TO THE LIABILITY. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR CONTRACTORS BE LIABLE OR RESPONSIBLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY, OR ANY OTHER FORM OF LIABILITY, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE, EXCEPT FOR A BREACH OF CONFIDENTIALITY OR PERSONAL INFORMATION, FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF DATA, LOST PROFITS, DAMAGE TO REPUTATION, LOSS OF OPPORTUNITY, DAMAGES DUE TO INTERRUPTION OR COMPUTER FAILURE, OR PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OF, USE OF, ACCESS TO, OR INABILITY TO USE, THE SERVICES.

9.2 If applicable law limits the application of the provisions of this Section 9, Vendor's liability will be limited to the maximum extent permissible under applicable law. For the avoidance of doubt, Vendor's liability limits and other rights set forth in this Section 9 apply likewise to Vendor's affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, members, managers, consultants, and other representatives.

9.3 Vendor may at any time delete, terminate, remove, or modify any of the Services, in whole or in part, including, without limitation, any aspect, component, tool, feature, or function of the Services (each, a "Modification"). If any such Modification materially and substantially diminishes the functionality of the Services, based on a standard of objective reasonableness, Client may, within thirty (30) days after Modification, cancel its subscription for the affected Service(s) and receive a pro-rata refund of any pre-paid portion of the Fees. Vendor may at any time provide programming fixes, updates, and new versions to the Services that do not materially and substantially diminish the functionality of the Service(s). Vendor does not accept and hereby disclaims any liability in relation to, and Client agrees that Vendor shall not be liable or responsible for, any direct or indirect damages caused by the release or the absence of release of fixes, updates, or new versions of the Services or the modification, deletion, termination, removal, or addition of any of or to the Services.

10. **Indemnification:** Solely to the extent of Vendor's available insurance coverage, Vendor agrees to defend, indemnify, and hold harmless Client and its employees, directors, officers, representatives, and agents (but only in the employees', directors', officers', and agents' official capacities with Client, not in their capacities as consumers or individuals) from and against any third-party claim, action, suit, or demand, and any damages, losses, settlements, judgment, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) arising thereunder (collectively, "Third-Party Claims") to the extent caused by any Data Breach experienced or suffered by Vendor that was caused by the negligence of Vendor or any employee of Vendor. Client shall: (a) promptly notify Vendor in writing of each Third-Party Claim; (b) give Vendor control over the defense and settlement of such Third-Party Claim, provided that Vendor consults with Client prior to any such settlement and that any such settlement contains the release of Client and its employees, directors, officers, agents, and representatives. Vendor shall not enter into any settlement arrangement that includes (c) any admission of guilt or liability by Client or any of its employees, directors, officers, representatives, or agents, or (d) any obligation, restriction, limitation, or prohibition on Client without the prior written consent of Client. Any failure or delay in providing notice of a Third-Party Claim shall not adversely affect Client's right to indemnification hereunder, except to the extent that such failure or delay has resulted in prejudice or harm to Vendor.

11. **IP Rights:** Client (a) recognizes that IP are protected by copyright and other laws; (b) acknowledges and agrees that all right, title, and interest in and to any and all IP and IP Rights are and shall remain the exclusive property of Vendor or its licensors; and (c) acknowledges and agrees that all right, title, and interest in and to any third party content that may be accessed through use of the IP or Services is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. Nothing in this Agreement assigns or otherwise transfers any IP Rights to, or vests any IP Rights in, Client. Client shall not take any action to jeopardize, limit, or interfere with IP Rights. Client agrees not to remove, obscure, make illegible, or alter any notices or indications of the IP Rights, whether such notice or indications are affixed on, contained in, or otherwise connected to any materials. Client shall not undertake, cause, permit, or authorize the modification, creation of derivative works, translation, reverse engineering, data mining, decompiling, disassembling, or hacking of the Services, any website, software, intellectual property, platform, solution, product, service, network, code, or system of Vendor, or any data, information, reports, or records provided or made available or accessible through any Service.

12. Miscellaneous:

12.1 **Notices.** Unless otherwise expressly provided herein, any legal notice required or given under this Agreement shall be in writing and shall be effective for any purpose (a) upon receipt; or (b) three (3) business days after deposit, postage prepaid, with the U.S. Postal Service addressed to the address of the applicable party set out above or such changed address furnished to the other party in writing.

12.2 **Assignment.** Vendor may assign this Agreement, or any of its rights or obligations under this Agreement, without prior consent, to any affiliate or subsidiary of Vendor or to the purchaser or successor of all or substantially all of Vendor's assets or business related to or used in any of the Services (whether by stock sale, merger, consolidation, asset sale, or otherwise).

12.3 **No Waiver.** No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and only a signed written waiver shall be effective.

12.4 **Severability/Survival.** If any term, clause, or provision of this Agreement is held to be illegal, invalid, or unenforceable, it is the express intention of the parties that the remainder of this Agreement shall not be affected thereby, and each other term, clause, or provision of this Agreement and the application thereof shall be legal, valid,

and enforceable to the fullest extent permitted by law. The provisions of Sections 6 (until all Fees have been paid to Vendor in full) 3, 5, 7, 8, 9, 10 and 11 shall survive the expiration or termination of this Agreement.

12.5 Modifications and Final Agreement. This Agreement sets forth and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and all prior agreements, understanding, promises, representations, whether written or oral, with respect thereto are superseded hereby. No revision, amendment, or modification of this Agreement shall be effective unless it is in writing and signed by both parties.

12.6 Form of Signature. This parties agree that copies of signatures transmitted via electronic mail or facsimile, as well as electronic records and electronic signatures, are accepted, admissible, and enforceable to the fullest extent permitted by law. Any document related to and including this Agreement, including Service Orders and other documents, may be executed via electronic signature, and the parties hereby waive any objection to the contrary

12.7 No Third-Party Beneficiaries. This Agreement is made solely for the benefit of Vendor and Client, and no other person shall have any right, benefit, or interest under or because of this Agreement.

12.8 Force Majeure. Neither party will be liable for any failure or delay in performance under this Agreement (other than for a delay in the payment of money due and payable hereunder) to the extent such failure or delay is caused by conditions beyond the reasonable control of and not the fault of the nonperforming party, including Acts of God, public health emergencies, earthquakes, floods, fire, hurricanes, unusually extreme or severe weather, wars, insurrections, terrorism, riots, labor stoppage, criminal acts of third parties, network failures, system failures, or equipment failures, provided that the nonperforming party gives the other party prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

Each of the Client and Vendor, intending to be legally bound, has caused this Agreement to be executed by their respective authorized representatives as of the Effective Date. The individuals executing this document have been given authority by their respective entities to bind said entities hereto.

**Bridges Experience, Inc.,
d/b/a Bridges EXP**

DocuSigned by:

K.L. Eaton
5953BD6625F4FF...
Signature

Kate L. Eaton

Print or Type Name

Chief Legal Officer

Title

9/9/2024 | 2:54 PM EDT

Date

Suwannee County School Board

Signature

Ted L. Roush

Print or Type Name

Superintendent of Schools

Title

Date

Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency
BY

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

EXHIBIT "A"

Section I.

- A. All references to "Contractor" herein shall be deemed to refer to the party(ies) who have entered into the agreement with the Suwannee County School Board ("Board") to which this attachment is affixed.
- B. The terms contained herein shall prevail over any contrary or incompatible term within the attached agreement.

Section II.

- A. **Level II Background Check** – Any Individual providing services under this agreement who will (1) be at a school when students are present; (2) have direct contact with students; or (3) have access to or control of school funds shall have a Level II background check submitted through the Board. The Contractor shall be required to pay for all costs of the background reports. If it is discovered during the period of the agreement that Contractor substituted an unapproved Individual for an approved Individual for purposes of this agreement, then the agreement may be cancelled immediately by Board.

Section III.

- A. **Indemnification** - The Board shall indemnify and hold harmless Contractor from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the Board or its employees arising out of or in connection with the provisions of this agreement, up to the limits on liability prescribed in Section 768.28, Florida Statutes, including \$200,000.00 per claimant and \$300,000.00 per occurrence. Contractor agrees to indemnify and hold harmless the Board and its employees from and against any and all liability or claims for damages of any kind whatsoever resulting from negligent acts, intentional acts, or failure to act on the part of Contractor arising out of or in connection with the provisions of this agreement.
- B. **Sovereign Immunity** – Except for as expressly provided in this agreement and Section 768.28, Florida Statutes, the Board does not waive its sovereign immunity.

Section IV.

- A. **Governing Law and Venue** - This agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that the county and circuit courts in the First Judicial Circuit, Suwannee County, Florida and the United States District Court for the Middle District of Florida – Jacksonville Division shall have exclusive jurisdiction to enforce the terms of this agreement.

Section V.

- A. **Public Records** – To the extent applicable to Contractor, Contractor shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:
 - 1. Keep and maintain public records required by the Board to perform the service.
 - 2. Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records law or as otherwise provided by law.
 - 3. 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 contract if the Contractor does not transfer the records to the Board.
 - 4. Upon completion of the agreement, transfer, at no cost, to the Board all public records in possession of the Contractor or keep and maintain public records required by the Board to perform the service. If the Contractor transfers all public records to the Board upon completion of the

agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.

5. If Contractor has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Contract, Contractor shall contact the Custodian of Public Records at:

Lorie Norris – Records Custodian
Suwannee County School District
1740 Ohio Ave. S
Live Oak, FL 32064
(386)647-4608
Lorie.noss@suwannee.k12.fl.us

6. In the event the Board must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the Board because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness fees, and expert witness fees expended as part of said litigation and any subsequent appeals.

Section VI.

- A. **E-Verify** – To the extent Section 448.095, Florida Statutes, applies to Contractor, 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.

1. 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 Section 448.095, Florida Statutes.
 - (iii) Contractor shall provide a copy of such affidavit to the Board upon receipt and shall maintain a copy for the duration of the agreement.
2. Contractor must provide evidence of compliance with Section 448.095, Florida Statutes, by the date of execution of this agreement. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
3. Failure to comply with this provision is a material breach of the agreement, and Board may choose to terminate the agreement at its sole discretion. Contractor may be liable for all costs associated with Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary.

Section VII.

- A. **Human Trafficking Affidavit** – If Contractor is not a governmental entity, then Contractor shall execute the Board's "Affidavit Regarding the Use of Coercion for Labor and Services" and provide a copy to the Board no later than the time of execution of the agreement by the Contractor.

Section VIII.

- A. **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 agreement's term.

Section IX.

- A. **Student Data** - If Contractor meets the definition of "Operator" in Section 1006.1494, Florida Statutes, then the parties shall enter into a Data Privacy Agreement prior to any "Covered Information," as defined in Section 1006.1494, Florida Statutes, being provided to Contractor.

Section X.

- A. **Federally Funded Agreement**— If this agreement is paid by the Board using federal funds, then the terms contained in the attached "Suwannee County School Board Federal Contract Addendum," based off of the requirements of 2 Code of Federal Regulations 200, Title 2, shall govern this agreement.

DATE: 07/25/2024

Company Name: RIVEROAK Technical College - LPN

CAC: New

Mailing Address: 415 Pinewood Dr SW

City: Live Oak

State: FL

Zip: 32064

Billing Address: 415 Pinewood Dr SW

City: Live Oak

State: FL

Zip: 32604

Authorized User Name: Tammy Cunningham

Title: Coordinator

Email: tammy.cunningham@suwannee.k12.fl.us

Phone: (386) 647-4224

Term of Service (if set term is desired): N/A

Responsible Party for Payment of Subscription Fees: ☒ Client ☐ Student/Faculty

Responsible Party for Payment of any Additional Set-up Fees (additional affiliated units and/or documents):

☒ Client ☐ Student/Faculty

List Any Additional Set-Up Fees: N/A

SELECT ALL SERVICES SUBSCRIBED TO BY CLIENT (select all that apply):

☒ PRO ADVANTAGE TRACKER - ANNUAL

☐ WITH REVIEW SERVICES*

*Additional fees will apply if more than 20 documents are to be reviewed.

Pro Advantage Tracker automates, tracks, and reports hospital-specific clinical onboarding and orientation requirements in real time — with student documentation customized to each hospital's exact requirements.

If Review Services are ordered, Bridges EXP review specialists will conduct review for student submitted onboarding and orientation documentation for school and/or hospital specific guidelines, and Pro Advantage Tracker will report the status of checklist items and/or notify the students if their documents do not satisfy the pre-determined criteria.

Initial Subscription Commencement Date: 07/25/2024

Annual Subscription Fees (commencing on subscription commencement date): \$10.00 per student

REVIEW SERVICES: Review services are provided as an administrative service by Vendor on behalf of School and/or Hospital Administrators. Vendor will report completion of checklist items based on guidelines established and provided by Administrators ("Approval Guidelines"). Vendor makes no representations regarding the validity, legality or appropriateness of the Approval Guidelines. Prior to commencement of Review Services, Client shall provide to Vendor, electronically or by such other means or method acceptable to Vendor, all documents, materials, information, requirements, and guidelines necessary to create the checklist items within tracker(s), and any other relevant information for use in designing the tracker(s). It may be necessary for Client to participate in one or more collaborative sessions with Vendor to finalize checklist items and Approval Guidelines. Vendor may reject any proposed checklist item or Approval Guideline, or suggest an alternative, at its sole and absolute discretion. Vendor will not evaluate Approval Guidelines or checklists for validity, legality, or appropriateness. Vendor makes no warranties or representations, and hereby specifically disclaims all warranties and representations, with respect to the validity, veracity, authenticity, legality, fitness for a particular purpose, or appropriateness of the Approval Guidelines or checklists or their contents. Client shall instruct its individual students, employees, volunteers, contractors, or applicants, as applicable (collectively, "Applicants") to access Vendor's designated website for purposes of downloading and uploading documents, making statements/certifications, and completing checklist items in connection with Pro Advantage Tracker. Vendor's system will provide automated alerts to Applicants via electronic mail or other method of communication regarding actions needed with respect to the applicable checklists.

☒ CLINICAL PLACEMENT

Clinical Placement centralizes and standardizes the process, allowing you to conveniently negotiate clinical placement opportunities for groups or individuals.

Initial Subscription Commencement Date: 07/25/2024

Annual Subscription Fees (commencing on subscription commencement date): \$10.00 per student

☒ CLINICAL SCHEDULING

Clinical Scheduling enables you to digitally schedule and assign clinical groups or individuals into facilities or units all in one central location.

Initial Subscription Commencement Date: 07/25/2024

Annual Subscription Fees (commencing on subscription commencement date): \$20.00 per student

☐ TIME MANAGEMENT

Time Management allows you to record attendance and performative evaluations as well as track clinical shift hours by student.

Initial Subscription Commencement Date: _____

Annual Subscription Fees (commencing on subscription commencement date): _____

☒ T.E.A.M. (SOFTWARE ONLY)

INCLUDES:

T.E.A.M.

- Temperature Screening
- Education
- Attestation Form—Symptoms
- Attestation Form—Travel
- Attestation Form—Exposure
- Monitoring

**Memorandum of Agreement
Between the Suwannee Foundation for Excellence in Education, Inc.
and the Suwannee County School Board**

WHEREAS, Suwannee County School Board ("SCSB") is a local government unit that provides educational services to children who reside in Suwannee County, Florida; and

WHEREAS, Suwannee Foundation for Excellence in Education, Inc. a/k/a Suwannee Education Foundation ("SEF") is a non-direct support charitable organization created in 1986; and

WHEREAS, SEF qualifies as a charitable organization in good standing with the Florida Attorney General's Office and qualifies as a charitable organization under §501(c)(3) of the Internal Revenue Code; and

WHEREAS, SEF and SCSB share a similar goals and both organizations conduct programs, activities, and initiatives in support of those goals; and

WHEREAS, SCSB may, on occasion, contract for specific services or program administration with SEF; and

WHEREAS, SEF may from time to time be asked to convene stakeholders and community members in order to advocate on behalf of needs defined by the SCSB; and

WHEREAS, the SCSB acknowledges that SEF may independently advocate on behalf of strong public schools and the value of public education.

NOW THEREFORE, SCSB and SEF (together, the "Parties") make and enter into this Memorandum of Agreement ("Agreement"):

I. PURPOSE

This Agreement defines the relationship between SCSB and SEF as it relates to private/mini grants management, and support for school projects, programs, community engagement, partnership development, and targeted program administration.

II. TERM OF AGREEMENT

This Agreement shall be in effect from October 22, 2024 through August 31, 2025.

III. ORGANIZATION RELATIONSHIP

- A. SEF shall be authorized and licensed to use the name, insignia, logo, and other references of individual schools with the Suwannee County School District for the purpose of raising funds for SCSB and presenting to the public the joint, supportive,

and collaborative relationship between SCSB and SEF. SEF may not assign or sublicense this right without the prior written consent of SCSB.

- B. SCSB grants SEF the right to be listed on the SCSB's website as a strategic partner of SCSB. SEF grants SCSB the right to be listed on SEF's website as a partner and recipient of resources raised on SCSB's behalf. Neither party may assign or sublicense these rights without the prior written consent of the other party.
- C. SCSB and SEF will share aggregate data on mutual metrics on which SEF provides external reporting.
- D. SCSB agrees to provide:
 - 1. Access by SEF personnel to the schools and facilities of SCSB for events and meetings that benefit SCSB and/or its students, subject to approval by each applicable school's principal and adherence to the requirement of signing in and out at each school's front office.

IV. FINANCIAL RELATIONSHIP

- A. Requests for private/mini grants for SCSB, for which the grantor requires the grantee to be a 501(c)(3) organization, will predominately be administered by SEF.
- B. Each year, SEF shall submit to SCSB a copy of its most current audited Financial Statement.
- C. If an SCSB program fund closes, SEF will determine disposition of the remaining funds, according to legal requirements and donor intent. No program fund shall be allowed to have a deficit balance.

V. PRIVATE/MINI GRANTS TO SCSB

- A. Definitions
 - 1. "Private/mini" means non-governmental entities, including foundations, corporations, and corporate giving programs, and family funds.
 - 2. "Grant" means external funding where there is an agreement representing the gifting of funds from a grantor to support restricted or unrestricted services and activities.
- B. Private SCSB grants which require a 501(c)(3) sponsor will predominately be processed by SEF.
- C. Standard Private Grant Administration Activities
 - 1. SEF shall be fiscally responsible for the stewardship of grant funds it receives, and shall prepare reports on income and expenses, as well as current fund balances, for the grants that it manages, and shall provide these reports upon request to SCSB.

2. SEF shall acknowledge donors per IRS regulations.
 3. SEF shall ensure proper recording of all grants and shall manage the funds in accordance with generally accepted accounting standards. The funds shall be administered subject to audit and in compliance with state and federal laws/requirements.
- D. Disbursement of Private/mini Grant Funds
1. SEF shall disburse grant funds in accordance with the restrictions set by the donors. SEF shall make disbursements in a reasonable time after qualified written SEF requests are made by SCSB.
 2. A qualified written request includes the following elements: validated written invoice with original signature of an SCSB authorized grant manager or designee; payee contact information; original receipts or detail of incurred expenses for reimbursement or a detail of anticipated budgeted expenditures; current date and date expenses were incurred.
- E. Fee for Administrative Services for Private Grants
1. Private grants received directly by SEF on behalf of SCSB will be assessed a five percent (5%) administrative fee upon receipt of funds.
 2. If a separate line item account must be created for the funds, then a one-time charge of \$50.00 will be assessed to create the account. For a straight pass-through of funds (i.e. one check received & one check disbursed), a separate line item account is not required.

VI. TEACHER OF THE YEAR VOTING AND BANQUET

SEF will manage the Teacher of the Year voting and banquet.

VII. PROGRAM ADMINISTRATION

- A. Purpose: SCSB may contract with SEF for the provision of specific services or program administration.
- B. Program administration shall be established, defined and governed by individual, annual contracts consistent with SCSB's annual budget process.

VIII. TERMINATION OF AGREEMENT

This Agreement may be terminated with or without cause by either party upon thirty (30) days' written notice to the other party. Termination of this Agreement shall not discharge any liability, responsibility, or right of any party that arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination. In the event either party notifies the other of its intent to terminate the Agreement, the Parties shall meet to discuss in good faith the expeditious and efficient separation of the Parties' assets and ongoing obligations, consistent with obligations imposed by applicable law, by donors, and by other interested parties.

IX. GENERAL LIABILITY

Each party to this Agreement shall be liable for its own acts and the results thereof and shall not be responsible for the acts of the other party, its officers, directors, employees or agents.

SEF represents that it has the following insurance coverage to the extent required by law: Worker's Compensation, General Liability and Officers and Directors, with limits of not less than \$1,000,000 each claim and \$1,000,000. SEF agrees to furnish proof of such insurance and the liability coverage with SCSB named as additional insured.

X. ADDITIONAL TERMS

- A. **Severability.** This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Agreement is found to be illegal or unreasonable, the remainder of the Agreement shall remain in full force and effect, and such term or provision shall be stricken.
- B. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida applicable to agreements made and fully performed in Florida. Venue to address any dispute arising between the Parties from this Agreement shall lie in Suwannee County, Florida.
- C. **Indemnification.** SEF agrees to indemnify and hold harmless SCSB and its employees from and against any and all liability or claims for damages of any kind whatsoever resulting from negligent acts, intentional acts, or failure to act on the part of SEF arising out of or in connection with the provisions of this Agreement.
- D. **Sovereign Immunity.** Except for as expressly provided in this Agreement and Section 768.28, Florida Statutes, SCSB does not waive its sovereign immunity, including its entitlement to the \$200,000.00 per claimant and \$300,000.00 per occurrence caps on damages.
- E. **Level II Background Check.** Any individual providing services under this Agreement for SEF who have not already undergone a Level II background check by SCSB and who will (1) be at a school when students are present; (2) have direct contact with students; or (3) have access to or control of school funds shall have a Level II background check submitted through SCSB. SEF shall be required to pay for all costs of the background reports. If it is discovered during the period of the Agreement that SEF substituted an unapproved individual for an approved individual for purposes of this Agreement, then the Agreement may be cancelled immediately by SCSB.

F. **Public Records.** To the extent applicable to SEF, SEF shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, SEF shall:

1. Keep and maintain public records required by SCSB to perform the service.
2. Upon request from SCSB's custodian of public records, provide SCSB 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 under Florida's Public Records law or as otherwise provided by law.
3. 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 SEF does not transfer the records to SCSB.
4. Upon completion of the agreement, transfer, at no cost, to SCSB all public records in possession of SEF or keep and maintain public records required by SCSB to perform the service. If SEF transfers all public records to SCSB upon completion of the Agreement, SEF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SEF keeps and maintains public records upon completion of this Agreement, SEF shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SCSB, upon request from SCSB's custodian of public records, in a format that is compatible with the information technology systems of the Board.
5. **If SEF has questions regarding the application of Chapter 119, Florida Statutes, to SEF's duty to provide public records relating to this Agreement, SEF shall contact the Custodian of Public Records at:**

Lorie Norris – Records Custodian
Suwannee County School District
1740 Ohio Ave. S
Live Oak, FL 32064
(386)647-4608
Lorie.Norris@suwannee.k12.fl.us

6. In the event SCSB must initiate litigation against SEF in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against SCSB because SEF failed to provide access to public records responsive to a public record request, SCSB shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness fees, and expert witness fees expended as part of said litigation and any subsequent appeals.

G. **E-Verify.** To the extent Section 448.095, Florida Statutes, applies to SEF, SEF shall use the U.S. Department of Homeland Security's E-Verify system, [https://e-](https://e-verify.dhs.gov)

verify.uscis.gov/emp, to verify the employment eligibility of all employees during the term of this Agreement.

1. Subcontractors
 - (i) SEF 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 SEF with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, Florida Statutes.
 - (iii) SEF shall provide a copy of such affidavit to SCSB upon receipt and shall maintain a copy for the duration of the agreement.
2. SEF must provide evidence of compliance with Section 448.095, Florida Statutes, by the date of execution of this Agreement. Evidence may consist of, but is not limited to, providing notice of SEF's E-Verify number.

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

- H. **Human Trafficking Affidavit.** SEF shall execute SCSB's "Affidavit Regarding the Use of Coercion for Labor and Services" and provide a copy to SCSB no later than the time of execution of the Agreement by SEF.
- I. **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 Agreement for all or part of the Agreement's term.
- J. **Federally Funded Agreement.** If this Agreement is paid by SCSB using federal funds, then the terms contained in the attached "Suwannee County School Board Federal Contract Addendum," based off of the requirements of 2 Code of Federal Regulations 200, Title 2, shall govern this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year indicated below.

**SUWANNEE FOUNDATION FOR
EXCELLENCE IN EDUCATION, INC.**

Signature

Printed Name

Date: _____

**SUWANNEE COUNTY
SCHOOL BOARD**

Jerry Taylor, Chairperson

Ted L. Roush, Superintendent

Date: _____

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

AFFILIATION AGREEMENT

I. PARTIES

THIS AFFILIATION AGREEMENT (the "Agreement") is made as of the 22nd day of October, 2024 by and between the Florida State University Board of Trustees, a public body corporate of the State of Florida, acting for and on behalf of the Florida State University College of Education, Health, and Human Sciences, hereinafter referred to as "School" and Suwannee County School Board, referred to as "District."

II. PURPOSE OF AGREEMENT

It is mutually agreed that the purpose of this Agreement is to provide a learning experience for participants from the School (hereafter "Participants") within a field teaching setting. Therefore, in consideration of the mutual promises contained herein, the parties agree as set forth herein.

III. GENERAL PROVISIONS OF AGREEMENT

A. The programs included in this Agreement (the "Programs") are set out on Schedule A, which is attached hereto and made a part hereof.

B. Both parties agree that there will be no distinction in placement of Participants because of race, color, religion, sex, national origin, age, handicap, or marital status and agree to adhere to the provisions of applicable Federal and State Laws regarding discrimination.

C. The term of this Agreement shall be two years, commencing October 22, 2024 and ending June 30, 2026. This Agreement shall be subject to review and renewal upon expiration of the term of the Agreement. Renewal may be accomplished by a Letter of Agreement signed by both parties.

D. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party, such notice to be provided in accordance with Section VIII H. of this Agreement. In the event this Agreement is terminated pursuant to this paragraph, District agrees that no Participants currently participating in a Program will be denied the opportunity to complete the Program, even if the effective date of termination occurs prior to the completion date of the Program. In such event, all applicable provisions of this Agreement, including the right to request withdrawal of any Participant pursuant to Section VII, shall remain in force during the period from the effective date of termination, until the Program is completed.

IV. SPECIFIC RESPONSIBILITIES OF THE SCHOOL

A. School shall designate a person or persons to coordinate and act as liaison with the appropriate District personnel.

B. School shall provide the District with a list of Participants at least ten (10) days before each Program is to start.

C. School shall ensure that Participants have the necessary didactic prerequisites to maximize the learning experience at the District and that Participants meet all requirements specified on Schedule B, attached hereto and made a part hereof.

D. School shall ensure that the Participants are advised of the provisions of Section VI of this Agreement and shall require Participants to comply with those provisions as a condition of participating in the Program(s).

E. School agrees to communicate with the District's coordinator and Participant to assess Participant's progress as necessary.

F. School is a public body corporate of the State of Florida and its employees and agents are thereby covered for comprehensive general and professional liability by its state risk management and/or self-insurance program(s) pursuant to Florida law as set forth and more fully described hereinbelow. School avers and warrants that all participating employees and agents of the School are provided personal protection for general and professional liability claims that arise from their official functions by the State Risk Management Trust Fund pursuant to Chapter 284, Florida Statutes, subject to the limitations set forth in §768.28, Florida Statutes (\$200,000 / \$300,000). Additionally, School avers and warrants that it will strongly encourage, but not mandate, that its participating students obtain and maintain individual educator liability insurance. District "shall notify students electronically or in writing of the availability of educator liability insurance under section 1012.75," pursuant to §1012.39(3), Florida Statutes. The foregoing shall be deemed sufficient and acceptable in meeting all School obligations with regard to liability insurance coverage for its employees, agents, and students, as applicable.

G. School agrees to the terms and conditions regarding any District term or condition that requires criminal background checks and drug screenings for each Program Participant prior to Program Participant participating in the Program at District. All costs associated with this requirement will be the responsibility of the School. Any Program Participant who has not had the required background check or has not passed it according to District standards shall not participate in the Program at District. Such background check information obtained and provided to District by the School shall be kept confidential by District and not shared with any third party except as may be required by law. Such information shall be accessed only by District employees who need to deal with the information in the normal course of their duties.

H. School will cooperate fully with District and its counsel in the defense of any claims against District in any way arising out of or connected with District's affiliation with School pursuant to this Agreement.

V. SPECIFIC RESPONSIBILITIES OF THE DISTRICT

It shall be the responsibility of the District to:

A. Provide an appropriate orientation of Participants to its facilities and its policies and procedures.

B. Provide opportunities for a Participant learning experience with appropriate supervision.

C. Retain ultimate responsibility for patient care even if that care is given by a Participant.

D. Allow Participants, at their own expense, to use its cafeteria.

E. Designate a coordinator from its staff to act as the liaison with School in connection with this Agreement.

F. Permit the Program Participants to have access to FERPA-protected educational records only as necessary for participation in the Program and in accordance with District policies, regulations and bylaws and the standards of conduct and ethics of the profession to the extent such access is necessary to participation in the Program. The Student shall treat these records as confidential. The School and the Student shall comply with all FERPA requirements and District's FERPA policies and procedures.

VI. SPECIFIC RESPONSIBILITIES OF THE PARTICIPANT

It shall be the responsibility of the Participant(s) assigned through this Agreement to:

A. Comply with the policies and procedures of the District.

B. Comply with the applicable dress code while on duty in the District.

C. Obtain prior written approval of both parties to this Agreement before publishing any material related to the learning experience provided under the terms of this Agreement.

D. Maintain the confidentiality of all records or information obtained in the course of the Program.

VII. REQUEST FOR WITHDRAWAL OF PARTICIPANT

The District may request the School to withdraw any Participant from its facilities whose conduct or work with students, personnel, or staff is not in accordance with the policies and procedures of the District or is detrimental to others, and School agrees to immediately withdraw such Participant.

VIII. MISCELLANEOUS

A. The relationship of the parties hereunder shall be an independent contractor relationship, and not a School, employment, joint venture, or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with operations under this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party. Participants shall not be considered employees of District and are not entitled to any of the benefits accorded to District employees, including, but not limited to participation in employee benefit plans, unemployment compensation, and workers' compensation. Participant will receive academic and/or practicum credit for participation in the Program and will not receive compensation from District.

B. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all of the negotiations, understandings and representations (if any) made by and between such parties. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only by a writing signed by each of the parties hereto.

C. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

D. In the event any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, each party to such litigation or controversy shall be responsible for its own attorneys' fees, expenses and suit costs, including those associated with any appellate or post-judgment collection proceedings, provided that this shall not be construed as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

E. School is a public body corporate of the State of Florida and is not statutorily or legislatively authorized to indemnify other parties to its agreements. In recognition thereof, the parties agree that, as to any claims for damages brought or asserted by non-parties to this agreement, each party hereto agrees to be fully responsible for the acts or omissions of its own employees and agents while acting within the scope of their employment or agency and arising out of its obligations under this agreement, and neither party shall be responsible for the acts or omissions of the other party's employees or agents. This recognition by the parties hereto is intended to be consistent with the State of Florida's waiver of sovereign immunity pursuant to section 768.28, Florida Statutes, and it does not alter said waiver or extend the liability of either party beyond the limits established in section 768.28, Florida Statutes.

F. This Agreement may not be assigned, in whole or in part, by School without the prior written consent of District, to be exercised or not exercised in District's sole discretion.

G. Copies of this signed Agreement shall be placed on file and be available at the Education and Development Department of the District.

H. Any notice to be given hereunder by either party to the other, unless otherwise provided for, must be in writing and may be effected either by personal delivery or by United

States certified mail, return receipt requested, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice to the other.

To District: Suwannee County School Board
1740 Ohio Avenue S.
Live Oak, FL 32064
Attn: Ted L. Roush
Title: Superintendent of Schools
Email: superintendent@suwannee.k12.fl.us

To School: Florida State University
College of Education, Health, and Human Sciences
1114 West Call Street
Tallahassee, FL 32306
Attn: Phyllis Underwood
Title: Director of Internships
Email: punderwood@fsu.edu

"Approved as to Form and Sufficiency
BY

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

I. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

IX. SIGNATURES TO AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first above written.

District: Suwannee County School Board

School: Florida State University
Board of Trustees, a public body corporate of the State of Florida, acting for and on behalf of the Florida State University College of Education, Health, and Human Sciences

Chairperson, Suwannee County School Board

Signature
Ted L. Roush
Printed Name
Superintendent of Schools
Title
386-647-4600
Phone

Date
superintendent@suwannee.k12.fl.us
Email Address

Signature
Toby Park-Gaghan
Printed Name
Associate Dean for Academic Affairs
Title
850-644-0372
Phone

Date
tpark@fsu.edu
Email Address

SCHEDULE A

Program(s) Included

The following Programs are included under this Agreement:

- Elementary Education Program
- Special Education Program
- English Education Program
- Social Science Education Program

SCHEDULE B

Requirements for Participants

School will assure that all Participants meet the following requirements:

1. Health Status – All Participants must have current immunizations as follows:

- Hepatitis B
- MMR
- Tetanus

School will maintain required immunization records and provide copies to District upon request. All Participants must have a current PPD. School will notify District of any abnormal results.

2. Criminal Background Check – All Participants over the age of 18 years must have a criminal background check conducted prior to arrival at District. School must certify to District that a criminal background check has been conducted and notify District of any convictions and/or pending charges. District reserves the right to reject any Participant whose criminal background check results do not meet District's standards.

INTERAGENCY AGREEMENT REGARDING TRUANT CHILDREN

THIS INTERAGENCY AGREEMENT is made and entered into and between:

THE SUWANNEE COUNTY SCHOOL BOARD, FLORIDA

(Hereinafter referred to as "SCSB")

A body corporate and political subdivision of the State of Florida, whose principal place of business is Live Oak, Florida

and

FLORIDA DEPARTMENT OF JUVENILE JUSTICE, CIRCUIT 3

(Hereinafter referred to as "DJJ")

Whose principal place of business is Live Oak, Florida

and

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES, CIRCUIT 3

(Hereinafter referred to as "DCF")

whose principal place of business is Live Oak, Florida

PURPOSE

Section 1003.27(4) Florida Statutes, requires that DJJ, DCF and SCSB enter into a cooperative Interagency Agreement that clearly defines each department's role, responsibility, and function in working with habitual truants and their families.

The parties recognize that a collaborative effort is necessary to share information regarding truant children, and to fulfill the objectives of Title 34 CFR Sections 99.31(a)(5)(i)(B) and 99.38(a) and (b); Chapter 984, Florida Statutes, and Sections 39.0016, 984.151 and 1003.27(4), Florida Statutes.

The parties have developed this Interagency Agreement to encourage cooperation and collaboration among the agencies when providing services to truant youth in Suwannee County, Florida. This Interagency Agreement does not impose additional mandates or burdens, financial or otherwise, but is consistent with the signatories' existing statutory and administrative responsibilities.

The parties hereby agree as follows:

SECTION 1.

PREFACE

(A) Term of Agreement. Unless terminated earlier pursuant to Section 5(G) of this Agreement, the term of this Agreement shall commence upon the execution of the parties and

continue until such time as this agreement is canceled or replaced by a new agreement between the parties.

(B) Enabling Legislation. All parties mutually agree to comply with all applicable federal and state laws and administrative rules including:

1. Section 1002.22(2), Florida Statutes - Education records and reports of K-12 students; rights of parents and students; notification; penalty;
2. Section 1002.221, Florida Statutes - K-12 Education Records, public records exemption;
3. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g;
4. Title 34 CFR Part 99 – Family Educational Rights and Privacy Act Regulations;
5. Section 39.0016 Florida Statutes - Education of abused, neglected, and abandoned children; agency agreements; children having or suspected of having a disability;
6. Section 984.151 Florida Statutes - Truancy Petition, prosecution, disposition;
7. Section 984.03(9) and (25), Florida Statutes – Child in need of services, Families in need of services;
8. Section 984.06(4) , Florida Statutes – Oaths, records, and confidential information;
9. Section 984.12, Florida Statutes – Case staffing; services and treatment to a family in need of services;
10. Section 984.15, Florida Statutes – Petition for a child in need of services; and
11. Section 1003.27(4), Florida Statutes – Court Procedure and Penalties.

(C) CINS/FINS (Children In Need of Services / Families In Need of Services). DJJ has contracted with The Florida Network of Youth and Family Services, Inc., which currently includes the local provider(s) CDS Behavioral Health (collectively referred to herein as “DJJ through its CINS/FINS Providers”), each of which provide contracted services for DJJ for eligible children identified as truant, ungovernable, or runaway. DJJ hereby designates the CINS/FINS Provider(s) as its authorized representative(s) to have access to information that may be provided to DJJ under this Interagency Agreement.

SECTION 2.

COLLABORATIVE AGREEMENT

(A) Suwannee County School Board

1. **Role of the Agency:** SCSB will identify students with attendance concerns, including students who have 15 or more unexcused absences (habitual trancies) within a 90-day period and refer students and families to CINS/FINS providers if the truancy is not remediated by school interventions.
2. **Responsibilities of the Agency:**
 - a) Ensure that all attendance interventions per District policy and s.1003.26, Florida Statutes, have been exhausted, to include Child Study Team meetings.

- b) Train and collaborate with school staff on identifying truancy and how to refer students/families to CINS/FINS providers.
- c) Identify students who meet the criteria under this agreement and s.984.03(25), Florida Statutes.
- d) Provide legal guardian notification.
- e) Request a release of information from legal guardian.
- f) Complete referral to a designated CINS/FINS provider.
- g) Ensure communication with CINS/FINS providers throughout the referral process and provision of services.
- h) Ensure a SCSB representative attends all case staffing committee meetings.

3. Referral Process:

- a) After exhausting attendance related interventions, a referral must be made to a designated CINS/FINS provider.
- b) School Social Workers shall provide an overview of CINS/FINS services to students and legal guardians.
- c) A signed consent for services shall be requested from the Legal Guardian if available.
- d) The referral must include the following information:
 - 1. Summary of interventions
 - 2. Attendance history
 - 3. Discipline history
 - 4. Current grades
 - 5. Any identified disability of student
 - 6. Names, contact information and physical address of the student and family
- e) The School Social Worker may refer to any CINS/FINS provider contracted to offer services in the county.
- f) If the legal guardian declines services through the CINS/FINS program, School Social Workers will continue to support and provide interventions to the student and family including referrals to community resources as needed to promote the importance of school attendance; and, the SCSB may refer the matter to the Office of the State Attorney for parental prosecution if the truancy is not remediated.
- g) This section does not prohibit a referral for early intervention to the designated CINS/FINS provider if school staff determine the family or child will benefit from services or additional community support.

4. SCSB Disclosure of Education Records

- a) Upon request, SCSB staff will provide DCF and DJJ, through its CINS/FINS Providers, with the education records, as appropriate, in this section.
- b) SCSB will provide DJJ, through its CINS/FINS Providers, and DCF if involved, with the following education records, via email or hard copy:
 - 1) Student first and last name
 - 2) Parents or legal guardians first and last names
 - 3) Demographics including contact information
 - 4) Attendance records

- 5) Academic History
 - 6) Discipline History
 - 7) Current Schedule
 - 8) Current Grades
 - 9) Graduation Status
- c) In accord with FERPA, and 1002.221(2)(c), Florida Statutes, SCSB will release student education records to parties to this interagency agreement.
 - d) The requirements of this section shall supersede any conflicting uses and disclosures of education records or the like as listed in agency or provider privacy policies, if any.

(B) Department of Juvenile Justice

1. **Agency Role:** DJJ provides non-judicial services through its CINS/FINS providers and institutes judicial proceedings as needed for eligible students pursuant to the authority of Chapter 984, Florida Statutes.
2. **Agency Responsibilities:**
 - a) **Referrals.** DJJ through its CINS/FINS Providers will review referrals from SCSB and its designated School Social Workers and determine student eligibility for services. In the event the family is either uncooperative or inaccessible, DJJ through its CINS/FINS Providers shall follow-up with the referral source prior to closing the referral. If the student referred to the DJJ CINS/FINS provider is not eligible for services or the referral is insufficient, the referral source will be notified.
 - b) **Intake and Non-judicial Services.** DJJ through its CINS/FINS Providers will provide non-judicial services to eligible youth and families including completion of intake, identification of the issues contributing to the student's truancy or other at-risk behavior, provision of voluntary counseling services, case management, and referring the families and youth to applicable local and statewide services. If the student referred is identified to have a disability that impacts the student's ability to attend school or learn, a request may be made to the SCSB requesting the child's school provide assistance through an IEP or 504 plan.
 - c) **Service/Treatment Plan.** DJJ through its CINS/FINS Providers shall develop a service/treatment plan for each referred student, that delineates timelines and treatment goals. DJJ through its CINS/FINS Providers shall share individual specific plans upon request of the referral source.
 - d) **Case Staffing Committee Meetings.** Pursuant to s. 984.12, Florida Statutes, DJJ through its CINS/FINS Providers will conduct and chair case staffing committee meetings when the child's truant or at-risk behavior persists with no significant improvement after voluntary services have been offered, if the family or child do not agree with the services or treatment offered, or when requested by the case manager for assistance developing an appropriate plan for services. DJJ through its CINS/FINS Providers will convene an "emergency" case staffing committee meeting within 7 working days of receipt of a written

request by a parent, guardian, or legal custodian. The purpose of the meeting is to view the child and family holistically, identify child and family needs, match and offer resources available within the broader community, and specifically address barriers to compliance.

- e) **CINS Petitions and Court Process.** DJJ through its CINS/FINS Providers will initiate judicial proceedings when appropriate by drafting petitions and the attendant legal paperwork, provide written judicial review summaries, and attend court hearings for CINS cases. DJJ's Office of the General Counsel will file CINS petitions when appropriate and represent DJJ in all CINS legal proceedings. DJJ's CINS/FINS Provider will continue to provide case management and compliance oversight, referrals for services, and arrange for shelter placement as needed until the case is closed.
- f) **Notification of Change of Service Providers.** DJJ will notify SCSB in writing if there is any change of its designated CINS/FINS providers within the area served by the SCSB.
- g) **Notification of Declined CINS Petition.** If a case is not deemed appropriate for a CINS petition, the referral source will be notified by the CINS/FINS provider so SCSB or the school may consider alternative options if appropriate, including but not limited to, referring the case to the Office of the State Attorney for parental prosecution.

(C) Department of Children and Families.

1, Agency Role: DCF investigates allegations of child abuse, neglect or abandonment by a parent, caregiver, or institution. DCF provides shelter care and foster care services pursuant to Chapters 39 and 409, Florida Statutes.

2. Agency Responsibilities:

- a) If a child placed in shelter care or foster care exhibits a pattern of truancy, DCF, or its contracted lead agency or the lead agency's subcontracted provider, will participate in intervention strategies to address the child's truancy, either in conjunction with the child's school, or through services provision and education support outside the school.
- b) DCF, or its contracted lead agency or the lead agency's subcontracted provider, will attend any scheduled Child Study Team meeting for a DCF involved child as requested by the child's school.

SECTION 3.

CONFIDENTIALITY OF RECORDS

(A) Education records.

Notwithstanding any provision to the contrary within this Agreement, DJJ through its CINS/FINS Providers, and DCF shall:

- 1. Fully comply with the requirements of Section 984.06, Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; FERPA and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2. Hold any education records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
3. Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees who require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SCSB upon request;
4. Safeguard each education record through administrative, physical, and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
5. Utilize the education records solely for the purposes of providing services as contemplated under this Agreement;
6. Notify SCSB immediately upon discovery of a breach of confidentiality of education records by telephone at 386-647-4109 (Director, Information Security and Privacy Officer), and email josh.williams@suwannee.k12.fl.us and take all necessary notification steps as may be required by federal and Florida Law, including, but not limited to, those required by Section 501.171, Florida Statutes;
7. Fully cooperate with appropriate SCSB staff, including Privacy Officer or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
8. Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law;
9. Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and Florida law;
10. Provide SCSB with the name and contact information of its employee who shall serve as SCSB's primary security contact and shall be available to assist SCSB in resolving obligations associated with a security breach of confidentiality of education records; and
11. Purge education records from any media once the media is no longer in use or is to be disposed.

The parties further acknowledge, all education records shall remain the property of SCSB, and any party receiving records from SCSB serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SCSB's request, return to SCSB or dispose of the education records in compliance with the applicable Florida Retention Schedules.

- (B) **Inspection of DJJ and DCF's Records.** DJJ and DCF shall establish and maintain as confidential all records and documents (including electronic storage media) related to this Agreement. Per sections 984.06, 39.0132, and 39.202, Florida Statutes, DJJ and DCF records shall be maintained as confidential in compliance with the statutes, and no inspection of records may be granted to any entity without court order unless otherwise permitted by law.

SECTION 4.

NOTICE

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

To SCSB: Superintendent of Schools
 Suwannee County School Board
 1740 Ohio Avenue South
 Live Oak, Florida 32064

With copy to: Leonard J. Dietzen, III
 Rumberger, Kirk & Caldwell P.A.
 P. O. Box 10507
 Tallahassee, FL 32302-2507

To DJJ: Regional Director for CIRCUIT 3
 Florida Department of Juvenile Justice
 2944 Penn Avenue, Suite B
 Marianna, Florida 32448

To DCF: Community Development Administrator
 State of Florida Department of Children and Families
 2627 NW 43rd Street, Suite 301
 Gainesville, Florida 32606

SECTION 5.
GENERAL CONDITIONS

(A) Background Screening. DCF and DJJ agree to comply with background screening per Ch. 435, Florida Statutes.

(B) Public Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records. Each party acknowledges that cases brought under Ch. 39 and Ch.984, Florida Statutes are confidential and exempt under Ch. 119, Florida Statutes and agree to maintain confidentiality of any documents they receive pertaining to a proceeding under Ch. 39 or Ch. 984, Florida Statutes.

(C) Indemnification. Each party agrees to be fully responsible for its employee's acts of negligence and agrees to be liable for any damages resulting from said negligence. This shall survive the termination of all performance or obligations under this Agreement.

(D) Insurance Requirements. Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes, that each party is self-insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

(E) No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute limitations.

(F) No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement.

(G) Termination. This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

(H) Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort.

(I) Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document and executed by each party hereto.

(J) Survival. All representations and warranties made herein, indemnification obligations, obligations to reimburse SCSB, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

(K) Agreement Administration. SCSB has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

(L) Counterparts and Multiple Originals. The Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

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

IN WITNESS WHEREOF, the Parties here to have made and executed this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SCSB

SUWANNEE COUNTY SCHOOL BOARD

By: _____

Print Name: Jerry Taylor

Title: Board Chairperson

Date: _____

By: _____

Print Name: Ted L. Roush

Title: Superintendent of Schools

Date: _____

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

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR DJJ

FLORIDA DEPARTMENT OF
JUVENILE JUSTICE
CIRCUIT 3

By: Jill Wells
Print Name: Jill Wells
Title: Regional Director
Date: 9/23/2024

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR DCF

FLORIDA DEPARTMENT OF
CHILDREN AND FAMILIES

By: K. Williams

Print Name: Kathryn Williams

Title: Assistant Secretary

Date: 9-20-2024

FIRST AMENDMENT TO BROKER SERVICES AGREEMENT

THIS FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT (this "First Amendment") is made and entered into as of October 22, 2024, by and among FOUNDATION RISK PARTNERS, CORP. dba Acentria Public Risk, a Delaware corporation ("FRP") and SUWANNEE COUNTY SCHOOL BOARD, a Florida Government entity (the "Client"). FRP and the Client are collectively referred to herein as the "Parties".

RECITALS

WHEREAS, FRP and the Client entered into a Broker Services Agreement, dated February 1, 2023 (the "Agreement");

WHEREAS, FRP has been providing services to the Client;

WHEREAS, capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement; and

WHEREAS, FRP and the Client desire to amend the Agreement as more fully set forth herein.

AMENDMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements and covenants set forth in this First Amendment and, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Preamble of the Agreement is hereby deleted in its entirety and replaced with the following:

This Broker Services Agreement (this "Agreement") is entered into as of February 1, 2023 (the "Effective Date") by and between SUWANNEE COUNTY SCHOOL BOARD, a Florida Government entity (the "Client"), with offices at 1740 Ohio Avenue South, Live Oak, FL 32064 and FOUNDATION RISK PARTNERS, CORP. DBA ACENTRIA PUBLIC RISK, a Delaware corporation ("FRP"), with offices at 780 W. Granada Blvd., Ormond Beach, FL 32174.

2. Section 15.5 Notices of the Agreement is hereby deleted in its entirety and replaced with the following:

Notices. All notices, requests, demands, claims and other communications hereunder ("Notices") shall be in writing. Any Notice hereunder shall be deemed duly given (i) upon receipt if delivered in person; (ii) upon the third business day after being sent if sent by registered or certified mail, return receipt requested with postage thereon prepaid; or (iii) on the next business day if sent by Federal Express or similar overnight courier service; in each case addressed to FRP or to Client at the addresses listed below:

Address for Notices to FRP:

Foundation Risk Partners
780 W. Granada Blvd.
Ormond Beach, FL 32174
Attn: Thomas J. Leek, Chief Legal Officer

Address for Notices to Client:

Attn: Superintendent
Suwannee County School District
1740 Ohio Avenue, South
Live Oak, FL 32064

Attn: Leonard Dietzen
Rumberger Kirk P.A.
P.O. Box 10507
Tallahassee, FL 32302-2507

3. Exhibit B - Pricing attached to the Agreement is hereby revoked in its entirety and replaced with Schedule 1, attached hereto and incorporated herein.

MISCELLANEOUS

4. Effect on Agreement. The terms and provisions of the Agreement not specifically amended or modified by this First Amendment shall remain in full force and effect and shall not be construed to have been amended, modified, waived, discharged or otherwise altered by this First Amendment. From and after the date of this First Amendment, each reference in the Broker Services Agreement to "this Broker Services Agreement", "this Agreement", "herein", "hereof", "hereto", "hereunder", and any words of similar import shall be deemed references to the Broker Services Agreement as amended by this First Amendment. The headings contained in this Amendment are for reference purposes only and shall not affect in any way the meaning or interpretation of this First Amendment.

5. Governing Law. This First Amendment shall be governed by, and construed in accordance with, the substantive laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Florida.

*[The Remainder of the Page is Intentionally Left Blank/
Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment effective as of the date set forth above.

SUWANNEE COUNTY SCHOOL BOARD

Signature of Authorized Representative

Date

Jerry Taylor
Print Name of Authorized Representative

Board Chairman
Title of Authorized Representative

SUWANNEE COUNTY SCHOOL BOARD

Signature of Authorized Representative

Date

Ted L. Roush
Print Name of Authorized Representative

Superintendent of Schools
Title of Authorized Representative

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

FOUNDATION RISK PARTNERS, CORP. dba Acentria Public Risk

Signature of Authorized Representative

Date

Print Name of Authorized Representative

License No.

Title of Authorized Representative

Schedule 1

Acentria Public Risk's goal is to bring clarity and transparency to Suwannee County School District's benefits spend, while providing best in class services and plan administration. There is no hourly charges or fees based on staff level or travel, and no limit to the number of onsite meetings with your employees and staff. We are proposing the following remuneration:

- Self-Funding Health Insurance Program \$10.00 PEPM
- All other lines of insurance coverages Standard Commission
- Annual remuneration not to exceed \$200,000.00 (Not to include compensation for Accident, Critical Illness/Cancer, Hospital Indemnity, Legal ID Theft Services or Supplemental Life Insurance.)

Our proposed fee includes all **Scope of Services** as detailed in the School Board's RFP and our response including:

- Actuary Services including the annual state filing per FS.112.08.
- Online HR library and on demand HR services (AcentriaHR).
- Client Portal – 24/7 online risk management and compliance resource center.
- ACA reporting assistance.
- CMS Medicare Part D reporting.
- Online enrollment system – additional technical financial support from carriers paid to system administrator.

It is important to note that Acentria Public Risk does not participate in any provider relationships that would prevent us from acting independently and providing objective advice and guidance. We practice full disclosure relating to all compensation. Acentria Public Risk is an independent agency, not affiliated with any particular insurance companies, third party administrators or provider networks.

FIRST AMENDMENT TO BROKER SERVICES AGREEMENT

THIS FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT (this "First Amendment") is made and entered into as of October 22, 2024, by and among FOUNDATION RISK PARTNERS, CORP. dba Acentria Public Risk, a Delaware corporation ("FRP") and SUWANNEE COUNTY SCHOOL BOARD, a Florida Government entity (the "Client"). FRP and the Client are collectively referred to herein as the "Parties".

RECITALS

WHEREAS, FRP and the Client entered into a Broker Services Agreement, dated February 1, 2023 (the "Agreement");

WHEREAS, FRP has been providing services to the Client;

WHEREAS, capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement; and

WHEREAS, FRP and the Client desire to amend the Agreement as more fully set forth herein.

AMENDMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements and covenants set forth in this First Amendment and, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Preamble of the Agreement is hereby deleted in its entirety and replaced with the following:

This Broker Services Agreement (this "Agreement") is entered into as of February 1, 2023 (the "Effective Date") by and between SUWANNEE COUNTY SCHOOL BOARD, a Florida Government entity (the "Client"), with offices at 1740 Ohio Avenue South, Live Oak, FL 32064 and FOUNDATION RISK PARTNERS, CORP. DBA ACENTRIA PUBLIC RISK, a Delaware corporation ("FRP"), with offices at 780 W. Granada Blvd., Ormond Beach, FL 32174.

2. Section 15.5 Notices. of the Agreement is hereby deleted in its entirety and replaced with the following:

Notices. All notices, requests, demands, claims and other communications hereunder ("Notices") shall be in writing. Any Notice hereunder shall be deemed duly given (i) upon receipt if delivered in person; (ii) upon the third business day after being sent if sent by registered or certified mail, return receipt requested with postage thereon prepaid; or (iii) on the next business day if sent by Federal Express or similar overnight courier service; in each case addressed to FRP or to Client at the addresses listed below:

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Live Oak, FL 32064

Attn: Leonard Dietzen
Rumberger Kirk P.A.
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MISCELLANEOUS

4. Effect on Agreement. The terms and provisions of the Agreement not specifically amended or modified by this First Amendment shall remain in full force and effect and shall not be construed to have been amended, modified, waived, discharged or otherwise altered by this First Amendment. From and after the date of this First Amendment, each reference in the Broker Services Agreement to "this Broker Services Agreement", "this Agreement", "herein", "hereof", "hereto", "hereunder", and any words of similar import shall be deemed references to the Broker Services Agreement as amended by this First Amendment. The headings contained in this Amendment are for reference purposes only and shall not affect in any way the meaning or interpretation of this First Amendment.

5. Governing Law. This First Amendment shall be governed by, and construed in accordance with, the substantive laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Florida.

*[The Remainder of the Page is Intentionally Left Blank/
Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment effective as of the date set forth above.

SUWANNEE COUNTY SCHOOL BOARD

Signature of Authorized Representative

Date

Jerry Taylor

Print Name of Authorized Representative

Board Chairman

Title of Authorized Representative

SUWANNEE COUNTY SCHOOL BOARD

Signature of Authorized Representative

Date

Ted L. Roush

Print Name of Authorized Representative

Superintendent of Schools

Title of Authorized Representative

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

FOUNDATION RISK PARTNERS, CORP. dba Acentria Public Risk

Signature of Authorized Representative

Date

Print Name of Authorized Representative

License No.

Title of Authorized Representative

Schedule 1

Acentria Public Risk's goal is to bring clarity and transparency to Suwannee County School District's benefits spend, while providing best in class services and plan administration. There is no hourly charges or fees based on staff level or travel, and no limit to the number of onsite meetings with your employees and staff. We are proposing the following remuneration:

- Self-Funding Health Insurance Program \$10.00 PEPM
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Our proposed fee includes all **Scope of Services** as detailed in the School Board's RFP and our response including:

- Actuary Services including the annual state filing per FS.112.08.
- Online HR library and on demand HR services (AcentriaHR).
- Client Portal – 24/7 online risk management and compliance resource center.
- ACA reporting assistance.
- CMS Medicare Part D reporting.
- Online enrollment system – additional technical financial support from carriers paid to system administrator.

It is important to note that Acentria Public Risk does not participate in any provider relationships that would prevent us from acting independently and providing objective advice and guidance. We practice full disclosure relating to all compensation. Acentria Public Risk is an independent agency, not affiliated with any particular insurance companies, third party administrators or provider networks.



Broker Services Agreement

Prepared For:

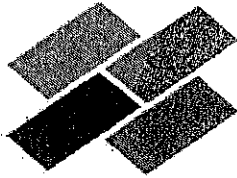
Suwannee County School Board

Presented by:

Foundation Risk Partners, Corp. d/b/a Acentria Public Risk

Effective Date:

February 1, 2023



FOUNDATION RISK PARTNERS

SCSB 2023-108 (NEW)

Terms and Conditions

This Broker Services Agreement (this "Agreement") is entered into on February 1, 2023 ("Effective Date") by and between Suwannee County School Board, a Florida Government entity with offices at 1740 Ohio Avenue South, Live Oak, FL 32064 ("Client"), and FOUNDATION RISK PARTNERS, CORP., a Delaware corporation, with offices at 1540 Cornerstone Blvd, Ste. 230, Daytona Beach, FL 32117 d/b/a Acentria Public Risk ("FRP").

WHEREAS, Client has engaged FRP to perform certain services, including but not limited to broker of record services for Employee Benefits Program; and

WHEREAS, this Agreement represents the mutual understanding of Client and FRP regarding the services that FRP will provide to Client.

NOW THEREFORE, in consideration of the terms and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

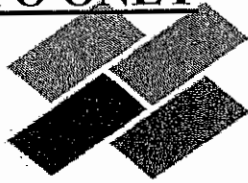
1. Services. During the term of this Agreement, FRP agrees to provide Client with the "Services" as described on Exhibit A attached hereto. Client shall appoint FRP as its insurance broker of record. FRP shall have the exclusive right to provide the Services to Client for the term of this Agreement. Any and all Services not contained herein fall outside the scope of this Agreement and if additional services are required, this Agreement shall be amended in writing accordingly prior to the provision of such service.

2. Payment. In consideration for the Services, Client agrees FRP will receive commissions from the carriers as advised in Exhibit B.

3. Term.

3.1 Term. This Agreement shall commence on the Effective Date and shall continue for a period of three (3) years ("Initial Term"). After the Initial Term, the Agreement shall renew for up to two (2) additional three (3) year terms upon mutual agreement between the Parties ("Additional Term"), unless canceled by either party during the Additional Term, with or without cause, upon thirty (30) days' written notice to the other party ("Termination Notice"). If FRP and Client, in good faith, continue its business relationship after the above expiration date, the terms of this Agreement will control and continue to be in full force and effect until such time as a new agreement is executed by the parties or the relationship between the parties is otherwise terminated, except FRP shall have the sole discretion to revise the Payment terms. Furthermore, in the event FRP and Client agree to renew and continue its business relationship, unless and until a new agreement is entered into by FRP and Client supplanting the terms of this Agreement in their entirety, the terms of this Agreement, as amended, supplemented or otherwise modified from the date hereof until such time, will control the matters set forth herein.

3.2 Miscellaneous. Client may, at any time and in accordance with the requirements in section 3.1 above, terminate this agreement in whole or in part by written or telegraphic notice confirmed in writing. Upon termination by Client, Client will assume responsibility for



FOUNDATION

RISK PARTNERS

specific contractual or scheduled financial commitments made prior to the termination date provided in the Termination Notice. Any and all services, property, publications, or materials provided during or resulting from this Agreement shall become the property of the Client. If, however, termination is occasioned by FRP's breach of any condition hereof, except due to circumstances beyond FRP's control and without FRP's fault or negligence, the remedies afforded to Client in Section 7 of this Agreement shall control.

4. Warranties.

4.1 *Warranties by FRP.* FRP hereby represents and warrants to Client that:

a. The Services will be performed in a professional and workmanlike manner, consistent with all applicable laws, required guidelines and industry standards.

b. It will at all times employ current industry standard security protection, compliant with all applicable laws, to prevent unauthorized access to all records, data, documents, images and other information of Client and its employees ("Employee Data Records") and that it shall employ industry standard measures to maintain the strict confidentiality at all times of all Employee Data Records.

c. The Services do not and shall not violate or infringe the copyright, trademark, patent, trade secret, privacy, publicity or reputational rights of any third party.

4.2 *Warranties by Client.* Client hereby represents and warrants to FRP that:

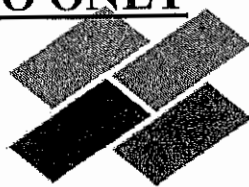
a. All information provided to FRP by Client in connection with FRP's performance of Services is or will be complete and accurate in all material respects;

b. Use of the information provided by Client to perform the Services will not conflict with or constitute a violation or breach of any contract or other obligation under which Client is bound or any judgment, law, rule, or governmental regulation applicable to Client.

4.3 *WARRANTY DISCLAIMERS.* Neither party makes any representation or warranty, express or implied, with respect to any Confidential Information. Neither party shall be responsible for any expenses, losses, or actions incurred or undertaken by the other party as a result of the receipt and use by such party of Confidential Information of the other party. Disclosing party retains all rights to its Confidential Information. No grant or license is made or given hereunder, express or implied, to any trademark, copyright, patent or similar right other than the use of the Confidential Information for the limited Business Purpose. Confidential Information is disclosed "AS IS" under this agreement. This Agreement is not intended, nor shall it be constructed, to create or convey any right in or upon any person or entity not a party to this Agreement.

5. Data and Return of Data.

5.1 *Data.* Client hereby represents, warrants, and covenants that: (i) Client has all rights and authorizations, in compliance with all applicable laws and regulations, to provide the Data (defined below) to FRP and (ii) Client owns all Data and has sole responsibility and liability for the Data under all applicable laws



FOUNDATION

RISK PARTNERS

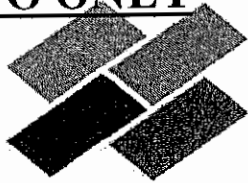
and regulations at all times during Initial Term and any renewal of this Agreement. "Data" means Client's records or files and other related information.

5.2 Return of Data. Upon either (i) completion of the Services or (ii) termination of this Agreement, Client and FRP hereby agree that FRP shall return to the owning party or destroy all copies of the Confidential Information, provided that such destruction is not prohibited by applicable law, rule, court order or other similar process, or a governmental, regulatory or legal authority. A party may return Confidential Information, or any part thereof, to the other party at any time. Notwithstanding the foregoing, the obligation to return or destroy Confidential Information shall not cover (a) Confidential Information that is maintained on routine computer backup tapes, disks, or other backup storage devices or (b) one copy of Confidential Information that the recipient is required to maintain in accordance with applicable legal, regulatory or record-keeping requirements, provided that such retained Confidential Information is not used or disclosed or, in the case of back-up Confidential Information, otherwise recovered from such back-up devices. The obligation contained in this Section not to use, disclose or otherwise access such retained Confidential Information shall continue in full force and effect, notwithstanding any other termination of this Agreement.

6. Client Responsibilities. Client has sole responsibility and liability for: (a) establishment and operation of its plans; (b) construing and interpreting the provisions of its plans; (c) deciding all questions of fact arising under its plans; and (d) all fiduciary decisions relating to its plans.

7. Remedies. Without prejudice to any other remedies to which Client may be entitled at law or in equity, in the event of a breach of FRP's warranty under Section 4.1, Client shall provide FRP written notice of non-conforming services within fifteen (15) days of the non-conforming services being performed. If adequate notice was provided to FRP, FRP shall promptly re-perform the non-conforming Services at no additional cost so as to make the Services comply with its representations, warranties and covenants of Section 4.1. If FRP should fail to promptly re-perform the Services, Client shall not be obligated to pay for any such deficient Services to the extent they are not re-performed, and shall be entitled to: (i) recover any fees already paid to FRP for such deficient Services to the extent they were not re-performed, provided however, no refund shall be given for any Services which were performed or have been re-performed in compliance with FRP's representations, warranties and covenants of Section 4; and (ii) retain any deliverables resulting from such deficient Services if and only to the extent Client pays all fees for any Services in connection with such deliverables regardless of whether the Services were performed in compliance with FRP's representations, warranties and covenants of Section 4.

8. Authority; Compliance with Laws. Each party represents, warrants and covenants to the other party that (i) it has the authority to enter into this Agreement and to perform all of its obligations hereunder; (ii) FRP and each of FRP's employees, contractors, and subcontractors who perform Services hereunder ("FRP Personnel") have not previously entered into any agreement that would restrict any of such persons in the performance of Services; and (iii) each party shall comply with all applicable foreign and United States federal, state and local laws, rules and regulations in its performance of this Agreement, including, but not



FOUNDATION RISK PARTNERS

limited to, Florida's E-Verify law found at section 448.095, Florida Statutes.

9. Sufficient Rights; Non-Infringement. FRP represents, warrants and covenants to Client that (i) it has sufficient rights to perform the Services on behalf of Client; and (ii) the Services, when performed and used in accordance with the terms and conditions of this Agreement, do not and shall not infringe upon or otherwise violate or misappropriate any Intellectual Property Rights of any third party. "Intellectual Property Rights" means copyrights, patents, trademarks, trade secrets, and other intellectual property rights.

10. Publicity; Use of Trademarks. Nothing herein shall be interpreted as granting either party a right or a license to use the trade name, word mark or the trademark of the other party for any reason. Any use of such information must be obtained in writing from the other party.

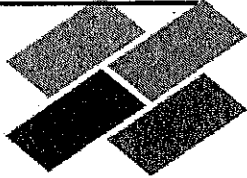
11. Relationship of the Parties. Client and FRP are independent contracting parties. This Agreement shall not create a relationship of principal and agent, partners, joint venturers, or employer and employee.

12. Confidentiality.

12.1 Definition. "Confidential Information" includes all trade secrets (as defined by Florida law), business information, technical data, or know-how, including, but not limited to, that which relates to a disclosing party's research, hardware, insurance information (including insurance data, premium and policy information, premium spend, broker and insurer information, insurance coverage amounts and limits, historical losses, asset related information), products and services, clients, customers, tenants and tenant financial information, software products, technology, data, data models, data processing systems and techniques, product roadmap,

product platforms, solutions, technical information, trades secrets, business plans, business models and related documentation, support, and services, financial information and other confidential and proprietary information not made available to the general public by disclosing party furnished after the date of this agreement, analyses, compilations, summaries or other documents prepared by the recipient party containing or based upon any such information, copies of any of the foregoing regardless of its form or medium (oral, written, stored in computers, machine readable, electronic or other) ("Confidential Information"). Each party (the "Recipient") acknowledges that it has or may be exposed to Confidential Information of the other party (the "Disclosing Party"), whether or not the Disclosing Party expressly designates any such information to be Confidential Information. Confidential Information shall not include any information (a) that is or becomes publicly known without any breach hereof by the Recipient, (b) that was known to the Recipient prior to any disclosure to it by the Disclosing Party, as shown by the Recipient's written records, (c) that is rightfully received by the Recipient from a third party who is not bound by a confidentiality obligation to the Disclosing Party, (d) that is independently developed by the Recipient without using any of the Confidential Information of the Disclosing Party, or (e) that is required to be disclosed by law.

12.2 Restrictions. Each party forever agrees to hold in confidence and not disclose or utilize for its own or anyone else's benefit any Confidential Information except as necessary in connection with the Services, or as required pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction. Except as expressly authorized herein or in a separate writing signed by the Disclosing Party, the Recipient shall not use, commercialize or



FOUNDATION

RISK PARTNERS

disclose any Confidential Information to any person or entity, except to its own employees or agents having a "need to know" (and who themselves are bound by similar non-disclosure restrictions for purposes of this Agreement), and to such other recipients as the Disclosing Party may approve in writing in advance, provided that all such other recipients shall have first executed the Non-Disclosure Agreement attached hereto as Exhibit C. Each party shall also ensure that all of its officers, directors, employees and independent contractors abide by the terms of this Agreement. The Non-disclosing Party shall protect all Confidential Information of the Disclosing Party from disclosure and unauthorized use in the same manner that it protects its own proprietary and confidential information of like nature, but in no event shall such standard of care be less than reasonable care. The Non-disclosing Party shall not copy the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent except as necessary to perform its obligations under this agreement and to maintain a record of the Confidential Information exchanged pursuant to this agreement, and shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. However, any Confidential Information that is required to be disclosed pursuant to a requirement of a governmental agency or law of the United States of America or a state thereof, or any governmental or political subdivision thereof, may be disclosed, but only to the extent required so long as the party required to disclose the information provides the other party with timely prior notice of such requirement and an opportunity to oppose the disclosure. The parties further agree that each party is and shall remain; the exclusive owner of all of its respective Confidential Information and no license or conveyance of any rights to any Confidential Information is granted or implied under this

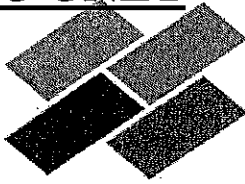
Agreement. Upon the termination of this Agreement, the parties shall return all Confidential Information to its respective owner.

12.3 Survival. The provisions of this Section 12 shall survive any termination of this Agreement.

13. Indemnification.

To the extent allowed by law:

13.1 General; Personal Injury; Damage to Personal Property. FRP and Client shall each indemnify (a party providing indemnification pursuant to this Article 13 referred to as an "Indemnifying Party") and hold the other party (a party seeking indemnification pursuant to this Article 13 referred to as an "Indemnified Party"), its officers, employees and agents harmless against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injuries or direct damages (not including consequential or punitive damages) arising out of the Indemnifying Party's performance of this Agreement, but only in proportion to and to the extent such liability, loss or expense, attorney fees, or claims for injury or direct damages are caused directly by or resulting from the negligent or intentional acts or omissions of the Indemnifying Party, its officers, employees or agents. The Indemnified Party will provide the Indemnifying Party written notice within thirty (30) days of receiving notice of a claim potentially giving rise to indemnification hereunder and will provide the Indemnifying Party an opportunity to control the defense of such claim. Notwithstanding the foregoing, the Indemnifying Party shall not make any settlement of any claim on behalf of the Indemnified Party without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed.



FOUNDATION

RISK PARTNERS

13.2 Non-Infringement. FRP and Client shall each indemnify, defend and hold harmless each other from and against any and all claims relating to, or arising out of, any claim alleging that the Services or any deliverable, or the use of any part thereof, when used in accordance with the terms and condition of this Agreement infringes, misappropriates or violates any Intellectual Property Rights of a third party, except to the extent (i) that either party is determined by a court of competent jurisdiction to be responsible for the incident that resulted in such claims, or (ii) such claims result directly from gross negligence or willful misconduct. Both parties shall cooperate as reasonably requested and shall provide any information in its possession with respect to such claims and will provide prompt notice of such claims.

13.3 Breach of Confidentiality or Security Requirements. Each party shall indemnify, defend and hold harmless each other from and against any and all claims relating to, or arising out of, any breach of Section 12 (Confidentiality), except to the extent (i) either party is determined by a court of competent jurisdiction to be responsible for the incident that resulted in such claims, or (ii) such claims result directly from gross negligence or willful misconduct. Both parties shall cooperate as reasonably requested and shall provide any information in its possession with respect to such claims and will provide prompt notice of such claims.

13.4 Nothing in this Agreement shall limit, revoke, or otherwise modify Client's sovereign immunity under Florida law, including those protections provided under section 768.28, Florida Statutes.

14. Limitation of Liability.

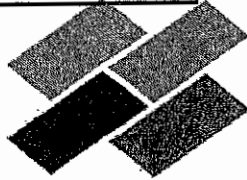
14.1 SUBJECT TO SECTION 14.2, EITHER PARTY'S CUMULATIVE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ALL CAUSES OF ACTION, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE (INCLUDING THIRD PARTY CLAIMS), SHALL BE LIMITED TO AND NOT EXCEED PROVEN DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID OR TO BE PAID BY CLIENT PURSUANT TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES, OR ANY AMOUNTS REPRESENTING LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOST OR DAMAGED DATA, INTERRUPTION OF BUSINESS ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. Miscellaneous.

15.1 In General. The parties, without further consideration of any kind, shall each execute and deliver, or cause to be executed and delivered, such other instruments, and take, or cause to be taken, such other action, as shall reasonably be requested by the other party hereto to more effectively carry out the terms and provisions of this Agreement.

15.2 Amendment. This Agreement may not be modified or amended except in writing and duly signed by an authorized representative of each party.



FOUNDATION RISK PARTNERS

15.3 Governing Law. The construction, interpretation and performance of this Agreement, and the transactions under it, shall be governed by and construed in accordance with the laws of the State of Florida, excluding its conflict of laws and choice of law rules, and jurisdiction over any action to enforce this Agreement, or any dispute arising from or relating to this Agreement shall subsist solely in Suwannee County, Florida and the Middle District of Florida, Jacksonville Division.

15.4 Force Majeure. Neither FRP nor Client shall be held responsible for any delay or failure in performance under this Agreement arising out of causes beyond its control, or without its fault or negligence. Such causes may include, but are not limited to, fires, terrorist acts, strikes, embargoes, shortages or supplies of raw materials, or components or finished goods, acts of God, acts of regulatory agencies or national disasters.

15.5 Notices. All notices, requests, demands, claims and other communications hereunder ("Notices") shall be in writing. Any Notice hereunder shall be deemed duly given (i) upon receipt if delivered in person; (ii) upon the third business day after being sent if sent by registered or certified mail, return receipt requested with postage thereon prepaid; or (iii) on the next business day if sent by Federal Express or similar overnight courier service; in each case addressed to HIP or to Client at the addresses listed below:

Address for Notices to FRP:

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Chief Legal Officer
Foundation Risk Partners
d/b/a Acentria Public Risk
1540 Cornerstone Blvd, Ste. 200

Daytona Beach, FL 32117
kpowers@foundationrp.com

Address for Notices to Client:

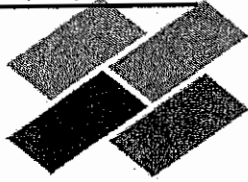
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Suwannee County School District
1740 Ohio Avenue, South
Live Oak, FL 32064

ATTN: Leonard Dietzen
Rumberger Kirk P.A.
P. O. Box 10507
Tallahassee, FL 32302-2507

15.6 Attorney's Fees. In the event of a dispute concerning the terms of this Agreement, any claims arising from this Agreement, or arising out of the relationship created by this Agreement, the prevailing Party, as determined by the court or arbiter, shall be entitled to recover, in addition to any other remedy obtained, (i) all attorneys' and paralegals' fees incurred in the investigation and preparation of issues related to the dispute, including investigation and preparation for trial and in the trial and appellate proceedings, and (ii) all statutory costs. The prevailing party shall be that party which shall have prevailed on a majority, but not necessarily all, of the material issues which were adjudicated in such proceeding.

15.7 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall not affect the validity or enforceability of the balance of the Agreement or of the offending term or provision in any other situation or jurisdiction.

15.8 Waiver. The failure of either party hereto to enforce any right under this Agreement



FOUNDATION

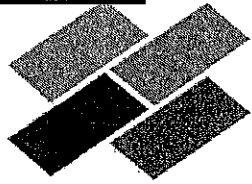
RISK PARTNERS

shall not be construed to be a waiver of that right, or of damages caused thereby, or of any other rights under this Agreement

15.9 Counterparts. This Agreement may be executed in any number of counterparts, which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page by facsimile or electronic means shall be effective as delivery of a manually executed counterpart.

16.0 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and no terms, conditions or provisions other than those expressly contained herein shall be deemed to be part of this Agreement. This Agreement supersedes any and all prior agreements, covenants, arrangements, communications, representations and/or warranties with respect to the subject matter of this Agreement.

Remainder of page intentionally left blank



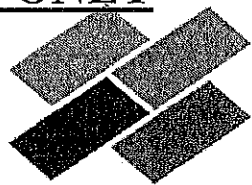
FOUNDATION

RISK PARTNERS

Exhibit A – Services

See attached RFP #23-202 Acentria Public Risk Response

Remainder of page intentionally left blank



FOUNDATION RISK PARTNERS

Exhibit B - Pricing

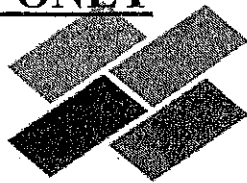
Acentria Public Risk's goal is to bring clarity and transparency to Suwannee County School District's benefits spend, while providing best in class services and plan administration. There is no hourly charges or fees based on staff level or travel, and no limit to the number of onsite meetings with your employees and staff. We are proposing the following remuneration:

- Self-Funding Health Insurance Program \$10.00 PEPM
- All other lines of insurance coverages Standard Commission
- Annual remuneration not to exceed \$150,000

Our proposed fee includes all **Scope of Services** as detailed in the School Board's RFP and our response including:

- Actuary Services including the annual state filing per FS.112.08
- Online HR library and on demand HR services (AcentriaHR)
- Client Portal – 24/7 online risk management and compliance resource center
- ACA reporting assistance
- CMS Medicare Part D reporting
- Online enrollment system (Explain My Benefits) – additional technical financial support from carriers.

It is important to note that Acentria Public Risk does not participate in any provider relationships that would prevent us from acting independently and providing objective advice and guidance. We practice full disclosure relating to all compensation. Acentria Public Risk is an independent agency, not affiliated with any particular insurance companies, third party administrators or provider networks.



FOUNDATION RISK PARTNERS

SCSB 2023-108 (NEW)

Client Acknowledgement

Please confirm your understanding of the letter agreement by executing two (2) original copies of this document and returning it to us at the address indicated in the letter within ten (10) business days.

SUWANNEE COUNTY SCHOOL BOARD

Jerry Taylor
Signature of Authorized Representative
Jerry Taylor

Print Name of Authorized Representative

Board Chairman

Title of Authorized Representative

Ted L. Roush
Signature of Authorized Representative

Ted L. Roush

Print Name of Authorized Representative

Superintendent of Schools

Title of Authorized Representative

FEB 01 2023

Date

FEB 01 2023

Date

"Approved as to Form and Sufficiency

BY *Leonard J. Dietzen, III*

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

FOUNDATION RISK PARTNERS, CORP. d/b/a ACENTRIA PUBLIC RISK

Alex Dobershteyn
Signature of Authorized Representative

Alex Dobershteyn

Print Name of Authorized Representative

Vice President

Title of Authorized Representative

2/7/2023

Date

W0165705

License No.

HIPAA Business Associate Agreement

between

**Acentria Public Risk,
A Foundation Risk Partners, Corp. Company**

and

Suwannee County School Board

BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** (the "Agreement") is entered into this February 1, 2023, by and between Suwannee County School Board (hereinafter the "Covered Entity"), and Acentria Public Risk, A FOUNDATION RISK PARTNERS, CORP. COMPANY, a Delaware corporation (hereinafter the "Business Associate").

WHEREAS, This Agreement is intended to comply with the applicable provisions of 45 CFR Parts 160 and 164, subparts A and E (the "Privacy Rules") and 45 CFR Parts 160 and 164, subpart C (the "Security Rules"), issued pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), as supplemented and amended by the privacy provisions of Subtitle D of the American Recovery and Reinvestment Act of 2009, Public Law 111-005, at 42 U.S.C. §17921 et seq ("ARRA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("HHS"), which statute and regulations collectively may be referred to as "HITECH";

WHEREAS, Covered Entity is a group health plan as defined in 45 CFR 160.103;

WHEREAS, Business Associate is an insurance broker that provides consulting services to plan sponsors and group health plans on matters related to employee benefits;

WHEREAS, Business Associate has been retained by the Covered Entity to perform a function or activity on behalf of the Covered Entity and Business Associate recognizes that in the course of performing services for the Covered Entity, it will have access to, create, and/or receive from the Covered Entity Protected Health Information ("PHI") relating to health plans of the Covered Entity, which PHI shall be the property of the Covered Entity. For purposes herein, PHI shall be limited to the information created or received from the Covered Entity or on its behalf by Business Associate. Whenever used in this Agreement, other capitalized terms shall have the respective meaning set forth below, unless a different meaning shall be clearly required by the context. In addition, other capitalized terms used in this Agreement, but not defined herein, shall have the same meaning as those terms are defined in the Privacy Rules and Security Rules or in HITECH;

WHEREAS, Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the HIPAA Privacy and Security Rules; and

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

1. **Definitions:** For purposes of this Agreement:

- a. "Applicable Law" will include HIPAA, the Privacy and Security Rules, and HITECH, as amended and in effect from time to time. Applicable Law may include any state privacy laws specifically made applicable to this Agreement pursuant to any addendum added to this Agreement and expressly incorporating this Agreement, as agreed to by the parties from time to time.

- b. "Business Associate" will include the Business Associate and all successors and assigns, affiliates, subsidiaries (as applicable), and related companies of the Business Associate, including any contract service providers retained by the Business Associate to assist in its performance of services for the Covered Entity.
- c. "Designated Record Set" will have the same meaning given to the term "designated record set" in 45 C.F.R. § 164.501.
- d. "Discovery" means that a Breach becomes known, or should reasonably have become known, to the Business Associate (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of the Business Associate), and the Discovery is deemed to have occurred on the first day such Breach was so known or should reasonably have been so known, in accordance with Section 13402(c) of the ARRA and 45 C.F.R. § 164.410(a)(2).
- e. "Individual" will have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- f. "Privacy Rule" will mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.
- g. "Protected Health Information" ("PHI") will have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by the Business Associate from, on behalf of or otherwise in connection with its services for the Covered Entity.
- h. "Representative" will include the Business Associate's officers, directors, designated authorized employees, managing members (as applicable), trustees, general partners (as applicable), Subcontractors and financial and legal advisors.
- i. "Required by Law" will have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- j. "Secretary" will mean the Secretary of the U.S. Department of Health and Human Services or such official's designee.
- k. "Breach" means, as provided under Section 13400(1) of ARRA and 45 C.F.R. § 164.402, the unauthorized acquisition, access, use or disclosure of PHI which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. Breach does not include:
 - a. Any unintentional acquisition, access or use of PHI by an employee or individual acting under the authority of a Covered Entity or Business Associate if:
 - i. Such acquisition, access or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the Covered Entity or Business Associate; and

- ii. Such information is not further acquired, accessed, used or disclosed by any person;
 - b. Any inadvertent disclosure from an individual who is otherwise authorized to access PHI at a facility operated by a Covered Entity or Business Associate to another similarly situated individual at the same facility; and
 - c. Any such information where the Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- l. "Security Rules" will mean the Rules on Security Standards at 45 C.F.R. Part 160 and Part 164, Subpart C as they apply to electronic PHI.
 - m. "Subcontractor" will have the same meaning as the term "subcontractor" in 45 CFR § 164.103.
 - n. "Transaction" will have the same meaning as the term "transaction" in 45 CFR § 164.103.
 - o. "Unsecured PHI" means, in accordance with Section 13402(h) of ARRA and 45 C.F.R. § 164.402, PHI that is not secured through the use of technology or methodology specified by guidance in HITECH from time to time, but absent such guidance, then Unsecured PHI shall mean PHI that is not secured by a technical standard that is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, which standard renders the PHI unusable, unreadable or indecipherable to unauthorized individuals.
2. **Confidentiality.** At all times, both during and after the termination of its relationship with the Covered Entity for any reason, the Business Associate and its Representatives will not use, disclose, or give others any of the PHI in any manner whatsoever, except as provided in Sections 3 and 4 of this Agreement and as consistent with Applicable Law, and will hold and maintain the PHI in confidence or destroy PHI if feasible.

3. **Permitted Uses and Disclosures by Business Associate.**

a. Except as otherwise limited in this Agreement or by Applicable Law, the Business Associate may use or disclose PHI on behalf of, or to provide services to, the Covered Entity for the purposes set forth in its service agreement with the Covered Entity or as otherwise set forth on Appendix A. To the extent practicable, Business Associate shall limit its use or disclosure of PHI or requests for PHI to a limited data set, or if necessary, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request. Notwithstanding the foregoing, Covered Entity will not request that Business Associate use or disclose PHI in any manner that would not be permissible under Applicable Law if such disclosure or use were done by the Covered Entity itself.

b. The Business Associate further agrees to document any disclosures of PHI and the information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528, and to provide such documentation to the Covered Entity upon request and in the time and manner directed by Covered Entity.

c. In the event that Business Associate maintains PHI in a Designated Record Set in paper or electronic form, Business Associate agrees to provide access to such PHI that it maintains in a

Designated Record Set to the Individual to whom the PHI relates at the request of Covered Entity in accordance with 45 CFR § 164.524, in the time and manner directed by Covered Entity. Furthermore, at the request of Covered Entity, Business Associate agrees to make amendments to PHI that it maintains in a Designated Record Set as directed by Covered Entity and to incorporate any amendments to PHI in accordance with 45 CFR § 164.526, in the time and manner directed by Covered Entity.

d. The Business Associate will require Subcontractors who create, receive, maintain or transmit PHI on behalf of the Business Associate, to have a written agreement with the Business Associate, to comply with the provisions of the Security Rule and apply the same restrictions, requirements, and conditions that apply to the Business Associate with respect to PHI.

e. The Business Associate may disclose PHI to its agents, and other Representatives with a bona fide need to know such PHI, but only if, prior to such disclosure, such Representatives provide reasonable assurances in writing that they will agree to the same restrictions and conditions that apply to the Business Associate with respect to such PHI, and only to the extent directly related to and necessary for the performance of services for the Covered Entity.

f. The Business Associate and its Representatives shall (i) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI (including electronic PHI) that it creates, receives, maintains, or transmits on behalf of the Covered Entity; (ii) to use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law, as required by 45 C.F.R. § 164.504(e)(2)(ii)(B); (iii) report to the Covered Entity any security incident, complaint, governmental investigation or legal process of which it becomes aware concerning PHI (including electronic PHI); and (iv) access, use and disclose PHI only to the minimum extent necessary to provide services to the Covered Entity and meet its legal obligations.

g. The Business Associate shall not use or disclose Genetic Information for underwriting purposes as prohibited by the HIPAA rules.

h. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to provide data aggregation services to Covered Entity.

i. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate. Business Associate may disclose PHI for such purposes provided that (i) such disclosures are required by law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

j. To the extent Business Associate is to carry out one or more Covered Entity obligations under 45 C.F.R. Part 164 Subpart E, Business Associate shall comply with the requirements of that Subpart that apply to the Covered Entity in the performance of such obligation.

4. **Required Disclosures and Use.** The Business Associate may disclose the PHI revealed to it by the Covered Entity if and to the extent that such disclosure is required pursuant to Applicable Law. Further, the Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the Covered Entity available to the Secretary, as requested by the Covered Entity or designated by the Secretary, for purposes of the

Secretary determining the Covered Entity's compliance with Applicable Law. No attorney-client or other legal privilege or the work product rule shall be deemed to have been waived by virtue of this obligation.

In the event that Business Associate receives a subpoena or similar notice or request from any judicial, administrative or other party arising out of or in connection with this Agreement, including, but not limited to, any unauthorized use or disclosure of PHI, Business Associate shall promptly forward a copy of such subpoena, notice or request to Covered Entity and afford Covered Entity the opportunity to exercise any rights it may have under law.

5. **Required Notice to the Covered Entity.** The Business Associate will report to the Covered Entity any use or disclosure of PHI otherwise than as provided by this Agreement as promptly as practicable and not more than fourteen (14) days after becoming aware of such use or disclosure of such PHI. Business Associate shall make reasonable efforts, and cooperate with the Covered Entity, to mitigate any harmful effects arising from any improper use and/or disclosure of PHI.

6. **HITECH Obligations.** Business Associate acknowledges and agrees that, as of the applicable effective dates for such provisions, Business Associate shall comply with each provision of the American Recovery and Reinvestment Act of 2009 ("ARRA") that extends a HIPAA Privacy Rule or Security Rule requirement to business associates of HIPAA covered entities.

In particular, but without limitation, Business Associate:

a. Shall report to Covered Entity any Breach of Unsecured PHI without unreasonable delay and, in no case, more than fourteen (14) days after Discovery to the Covered Entity's Privacy Officer. Business Associate will treat a Breach of Unsecured PHI as being discovered in accordance with 45 CFR § 164.410. If a delay is requested by law enforcement in accordance with 45 CFR § 164.412, a delay in notifying the Covered Entity is permissible for the applicable time period requested by law enforcement. The Business Associate's report regarding a Breach of Unsecured PHI will include the following:

1. Identifying the nature of the breach (including the date of the breach discovery of the breach and a description of how the breach occurred).
2. Identify the type of PHI that was involved in the breach.
3. Identify the corrective action or investigation action the Business Associate took of will take to prevent future breaches, and/or mitigate harmful effects, and to protect against breaches.
4. Provide other required information, including a written report and risk assessment under 45 CFR § 164.402.

The parties agree that the Business Associate may provide notice to individuals and/or any governmental agencies (including but not limited to the US Department of Health and Human Services Office of Civil Rights) in the event of a HIPAA breach, at Covered Entity's sole discretion.

b. Shall not directly or indirectly receive remuneration in exchange for any PHI of an individual without Covered Entity's prior written approval and notice from Covered Entity that it has obtained from the individual a valid authorization that includes a specification of whether the PHI can be further exchanged for remuneration by Business Associate. The foregoing shall not apply to Covered

Entity's payments to Business Associate for services delivered by Business Associate to Covered Entity.

7. Obligations of Covered Entity.

a. Covered Entity shall notify Business Associate of any limitation(s) in its privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

c. Covered Entity shall notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to with any Individual in accordance with 45 CFR § 164.522, and any changes thereto, to the extent that such restriction or change may affect Business Associate's use or disclosure of PHI.

d. Covered Entity shall comply with Applicable Law regarding its access to, handling and disclosure of PHI, and shall not ask the Business Associate to make any uses or disclosures of PHI that are not permitted by Applicable Law.

8. **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the Covered Entity, except that Business Associate shall be permitted to use PHI as set forth in this Agreement.

9. **Disclosure to Employees of the Parties.** The Covered Entity and the Business Associate have listed their respective HIPAA Privacy Officers below. Except with respect to required disclosures under Section 4, above, the parties acknowledge and agree that all PHI transferred between them shall only be transmitted between such employees or other designated persons (for proper purposes and by such means) as are duly authorized to handle such PHI under the HIPAA privacy policies and practices of each respective party. Any questions regarding who is authorized to handle PHI on behalf of a party shall be directed to the Privacy Officer of that party.

The Privacy Officer of the Covered Entity is Teresa Jones

The Privacy Officer of the Business Associate is Alex Doberstein

Any change in such Privacy Officer shall be promptly communicated in writing to the other party by either the outgoing or incoming Privacy Officer or by an officer of that party. If the Covered Entity or Business Associate so desires, or upon request of the other party, it may provide a written list identifying which personnel are authorized under its privacy policies and practices to transmit PHI to the other party, receive PHI from the other party, or direct the other party with respect to PHI. Any such list shall be duly updated in writing to the other party promptly as it changes.

10. Term/Termination.

a. Term. This Agreement shall be effective as of the later of (i) the effective date of this Agreement, (ii) such later effective date of the Privacy Rule, or (iii) the date set forth above, and shall

terminate as provided in Section 10 or upon thirty (30) days written notice by the Covered Entity or the Business Associate.

b. **Termination for Cause by Covered Entity.** This Agreement may be terminated by the Covered Entity upon 15 business days written notice to the Business Associate in the event that the Business Associate breaches any provision contained in Sections 2-6 of this Agreement and such breach is not cured within such 15 day period; provided, however, that in the event that termination of this Agreement is not feasible in the Covered Entity's sole discretion, Business Associate hereby acknowledges that the Covered Entity shall have the right to report the breach to the Secretary, notwithstanding any other provision of this Agreement to the contrary.

c. **Termination for Cause by Business Associate.** Effective February 17, 2010, this Agreement may be terminated by the Business Associate upon 15 business days written notice to the Covered Entity in the event that the Covered Entity breaches any provision contained in Sections 7 or 8 of this Agreement and such breach is not cured within such 15 day period; provided, however, that in the event that termination of this Agreement is not feasible in the Business Associate's sole discretion, Covered Entity hereby acknowledges that the Business Associate shall have the right to report the breach to the Secretary, notwithstanding any other provision of this Agreement to the contrary.

d. **Effect of Termination.**

1. Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI (in all forms) received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of Subcontractors, agents or other Representatives of Business Associate. Business Associate shall retain no copies of the PHI.
2. In the event that Business Associate determines that returning or destroying certain PHI is infeasible, Business Associate shall retain that PHI and provide to Covered Entity written notification of the conditions that make such return or destruction infeasible. Business Associate will continue to extend the protections of this Agreement to such retained PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.

11. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies or obligations whatsoever.

12. **Successors and Assigns.** This Agreement and each party's obligations hereunder will be binding on the representatives, assigns, and successors of such party and will inure to the benefit of the assigns and successors of such party; provided, however, that the rights and obligations of the Business Associate hereunder are not assignable

13. **Remedies.** The parties acknowledge that breach of Sections 3 through 8 of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if either party has actual notice of an intended breach, such party shall be entitled to a remedy of specific performance and/or injunction enjoining the other party from violating or further violating this Agreement. The parties agree the election of the party to seek injunctive relief and or

specific performance of this Agreement does not foreclose or have any effect on any right such party may have to recover damages.

14. **Notices.** All notices, requests, consents and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (a) when delivered personally to the recipient, (b) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid), (c) when the recipient of an electronic mail acknowledges receipt of the electronic mail, or (d) four (4) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to the Covered Entity: Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, FL 32064

If to the Business Associate: Acentria Public Risk,
A Foundation Risk Partners, Corp. Company
1540 Cornerstone Blvd., Suite 200
Daytona Beach, Florida 32117

15. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

16. **Modifications and Amendments.** Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement from time to time to enable Covered Entity to comply with the requirements of the Privacy Rules, the Security Rules and HITECH. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the parties hereto and any such amendment will comply with the requirements of Applicable Law.

17. **Severability.** The parties intend this Agreement to be enforced as written. However, (i) if any portion or provision of this Agreement will to any extent be declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (ii) if any provision, or part thereof, is held to be unenforceable because of the duration of such provision, the Covered Entity and the Business Associate agree that the court making such determination will have the power to reduce the duration of such provision, and/or to delete specific words and phrases, and in its reduced form such provision will then be enforceable and will be enforced.

18. **Interpretation.** The parties hereto acknowledge and agree that both (i) the rule of construction to the effect that any ambiguities are resolved against the drafting party and (ii) the terms and provisions of this Agreement, will be construed fairly as to all parties hereto and not in favor of

or against a party, regardless of which party was generally responsible for the preparation of this Agreement. Any ambiguity in this Agreement shall be resolved in favor of a meaning that furthers compliance with Applicable Law. The parties agree to amend this Agreement from time to time as necessary for the parties to comply with the requirements of Applicable Law.

19. **Regulatory References.** A reference in this Agreement to a section in the Applicable Law means the section as in effect and any amendments thereto.

20. **Survival.** The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4 (Required Disclosures) and 10(d) (Effect of Termination) shall survive termination of the Agreement indefinitely.

21. **Headings and Captions.** The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

22. **No Waiver of Rights, Powers and Remedies.** No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure there from granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

23. **Governing Law.** This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to conflicts of laws to the extent that the provisions of HIPAA, the Privacy Rules, Security Rules, and HITECH and its implementing regulations do not preempt the laws of the State of Florida.

In the event of an inconsistency between the provisions of this Agreement and the mandatory terms of the Privacy Rules, Security Rules, as may be expressly amended from time to time by HHS or as a result of interpretations by HHS, a court, or another regulatory agency with authority over the parties, the interpretation of HHS, such court, or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence. Where provisions of this Agreement are different from those mandated by the Privacy Rules, Security Rules, or HITECH but are nonetheless permitted by the Privacy Rules, Security Rules, or HITECH, the provisions of the Agreement shall control.

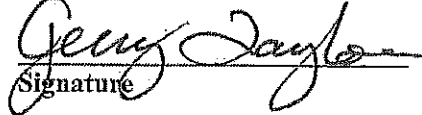
24. **Counterparts.** This Agreement may be signed in counterparts, which together will constitute one agreement.

25. **Relationship of the Parties.** Covered Entity and Business Associate agree that Business Associate's services hereunder are being carried out as an independent contractor and not as an employee or agent of the Covered Entity.

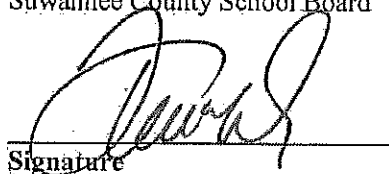
(The balance of this page is intentionally blank. Signature page follows.)

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives or officers, effective as of the date first listed above in the preamble to this Agreement.

COVERED ENTITY:

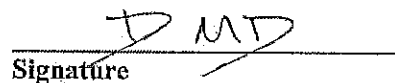

Signature

Jerry Taylor
School Board Chairman
Suwannee County School Board


Signature

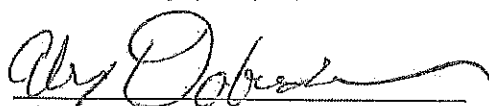
Ted Roush
Superintendent
Suwannee County School Board

Approved as to legal form and sufficiency by:


Signature

Leonard Dietzen
Attorney
Suwannee County School Board

BUSINESS ASSOCIATE:


Signature

Alex Doberstein
Vice President / Benefits Resource Leader
Acentria Public Risk
A Foundation Risk Partners, Corp. Company



FIVE-YEAR STRATEGIC PLAN

July 2024 - June 2029

Approved by Institutional Advisory Committee, September 19, 2024

Recommended for School Board Approval, October 22, 2024

This document serves as the long and short-range planning document for RIVEROAK Technical College.

Mission of the Institution

Our mission at RIVEROAK Technical College is to provide opportunities for the development of qualified workers for the job market; to upgrade occupational skills to re-enter, maintain, or advance employment opportunities; and to enable students to become self-sufficient and self-confident, and to encourage students to become highly productive citizens with positive values and a strong work ethic.

Vision of the Institution

RIVEROAK Technical College will provide technical training at the highest industry credential including national and state certification so students may work at grade level in all core subject areas, complete occupational training programs, and seek employment in high skill/high wage jobs.

Accomplishment Report for the 2023-2024 School Year

- ✓ 468 industry certifications/licensures earned (296 adult/172 dual enrolled)
- ✓ Served 761 students in adult education and postsecondary career certificate programs
- ✓ Partnered with LIFT by Operation Next to provide CNC Production and Welding rapid credentialing programs. Twenty-nine participated. Twenty-three completed and earned NIMS CNC Production credential or AWS GMAW Plate credential.
- ✓ Surgical Technology had a 100% completion rate and 100% pass rate.
- ✓ Welding Technology and Welding Technology Advanced earned 44 NCCER credentials and 133 AWS credentials-177 total
- ✓ RTC awarded Capitalization Grant of \$965,000.00 to address industrial electrical need
- ✓ Dual enrollment Welding program served 37 students on Hamilton County High School's campus and DE Brick & Block Masonry program served 12 students on Lafayette High School's campus.

Accomplishment Report for the 2023-2024 School Year-Continued

- ✓ Suwannee County School District was designated as a Space Florida District. As a result, the following dual enrollment programs were designated as Space Florida Academies: Applied Cybersecurity, Automotive Collision Technology Technician, Automotive Service Technology 1, Automotive Service Technology 2, Electricity, Welding Technology and Welding Technology Advanced. RIVEROAK's secondary Applied Engineering Technology program was designated as a Space Florida Academy as well.
- ✓ Over \$275,000 in scholarships awarded to postsecondary career certificate students
 - Academic Development
 - Altrusa Scholarships-Naomi Hart Culinary Scholarship, Altrusa Cosmetology Scholarship, Carol Herring Nursing Scholarship
 - Bernard Williams Memorial
 - Don Boyette Memorial Scholarship
 - Jah Clark Memoria Scholarship
 - Joey Simpson Automotive Service Scholarship
 - Katie Kinsey Memorial Scholarship for Cosmetology
 - Live Oak Ladies Auxiliary Nursing Scholarship
 - Merit (High School Seniors)
 - Open Door Scholarship
 - Pat Collins Memorial Nursing Scholarship
 - Suwannee County Chamber of Commerce Scholarship
 - The 406 Scholarship
 - Thelma Driver Memorial Scholarship
 - Walter Brown Excellence in Agriculture
 - Walter Doughty Memorial Scholarship
 - Wyatt Miller Memorial Scholarship

Objectives of the Strategic Plan – Program & Curriculum Related

Objective	Strategies	Timeline	Financial Resources	Evaluation
Completed student exit forms will indicate a minimum 80% of 2024-2025 exiting adult education graduates (GED) go on to postsecondary education, enter the workforce, and/or retain employment.	a. Implement postsecondary transition model with appropriate services. b. Complete individualized career plan with each adult education student.	In Progress	None	Completed student exit forms-Follow-up student services Currently, 43% of 2023-2024 graduates are either employed, enrolled in postsecondary education, or in workforce (Data will be finalized 12/2024). 2024-2025 data will be complete fall 2025.
Industry Certification Data Reports will reflect a minimum 10% increase of industry certifications earned by students in Secondary and career certificate CTE programs at RTC during 24-25 year.	a. Provide professional development as needed. b. Regularly monitor student industry certification data. c. Research additional industry certifications to assist students in being more employable.	In Progress	None	Local and state data reports Industry certification certificates 296 postsecondary adult and 172 dual enrollment credentials were earned in 2023-2024. Postsecondary credentials earned increased by 40% and secondary credentials earned decreased by 7%.

Objective	Strategies	Timeline	Financial Resources	Evaluation
Utilizing 24-25 Comprehensive Local Needs Assessment (CLNA) data, develop tentative plan for career certificate program implementation.	a. Review CLNA data, including surveys sent to industry and business. b. Identify current job trends and needed skills. c. Expand Evening Program Opportunities d. Seek School Board approval and support. Complete required paperwork with Council on Occupational Education and FLDOE.	In Progress	None	CLNA Data School Board Meeting minutes COE and FLDOE approval documentation Potential program being evaluated: Millwrights Advanced Manufacturing has been approved by both FLDOE and COE Accrediting Agency.

Objectives of the Strategic Plan – Facilities

Objective	Strategies	Timeline	Financial Resources	Evaluation
When special school funds or legislative funds are available, acquire a medical facility with additional adult education classrooms.	a. Secure state facility funds as a special school b. Meet with legislative delegation c. Solicit letters of support from community leaders and business partners e. Apply for Legislative Appropriations f. Submit Job Growth grant proposals	Complete	None Approximate cost: \$4M	\$4M appropriated by Florida Legislature. 6,000 Sq. Ft. facility adjoining nursing building on southwest corner of compound.
Plan for Industrial Compound addition and renovation.	a. Secure state facility funds as a special school b. Meet with legislative delegation c. Solicit letters of support from community leaders and business partners e. Apply for Legislative Appropriations f. Submit Job Growth grant proposals	In Process	\$965,000 was awarded through Workforce Capitalization Grant to renovate and address electrical capacity in industrial complex. Seeking a minimum of 5M appropriation for new Manufacturing Facility.	Received a \$965,000 grant through Department of Education.

Objective	Strategies	Timeline	Financial Resources	Evaluation
Build additional fencing on west side of college campus to enclose nursing building and back of business building. Gate to be installed between main building and business building.	a. Secure funding from District	Postponed until Nursing Building Construction and Renovation	School District funding	Included in annual School Security Risk Assessment (2018 – present) Included in Five-Year School District Work Plan
At least 90% of faculty/staff will continue to be certified in CPR/First Aid.	a. Offer training during professional development day	Accomplished and Ongoing Faculty and Staff were recertified Fall 2024	\$1,000.00	Faculty/staff will complete CPR/First Aid training this fall. Currently 86% of faculty/staff are CPR Certified. Remaining will be recertified late fall 2025
Construct sidewalk from south patio to front of RTC between nursing/business and main building.	a. Create safer/cleaner walking paths	Postponed to Summer 2025	Approximately \$2,000.00 needed for project.	Drafted Plans Installation
Add additional power supply to RIVEROAK Technical College to support growing industrial programs.	a. Acquire electrical engineering plans to meet demands of increased enrollment in Electrical and Welding and equipment needs b. Power pole installation	In Process	\$13,400 expended for design services through CARES HEERF funding \$965,000 awarded to support project.	Engineering Plans Complete Contract Workforce Capitalization Grant Awardee

Objectives of the Strategic Plan – Administrative

Objective	Strategies	Timeline	Financial Resources	Evaluation
Continue to provide additional professional development addressing sensitivity training, mental health and services	a. Identify County-wide PD dates for training b. Procure District Trainer	Completed	Provided by District at no cost	Training provided August 2024 Faculty and Staff surveys Follow-up and reflection activities Inservice points
Increase community awareness and community partnerships	a. Sponsor the Chamber of Commerce Christmas on the Square, Gala, and Business of the Year Dinner. b. Attend school and community events.	Accomplished/On Going	Approximate cost to sponsor events: \$3,500.00 Approximate cost for resources needed for community outreach: \$1,200.00	Strengthened relationship with local business community Activities with local community groups
Work with schools and public library for student recruitment	a. Promotional table and literature at SMS, SHS, BHS and Suwannee River Regional Library branches b. Workforce Coordinator and	On Going On Going	Approximate cost: \$150.00	Increased student enrollment Increased awareness of the programs at RIVEROAK Technical College

	instructor visits to campuses for student recruitment c. Annual school counselor luncheon and information session luncheon at RIVEROAK Technical College d. CTE Coordinator classroom visits with guidance counselors	Accomplished/On Going Ongoing		
Increase awareness and support of RIVEROAK Technical College with community and state leaders	a. Visit Tallahassee during Legislative Session. b. Host city, county and state elected officials meeting.	Ongoing Spring 2024	Approximate cost: \$500.00	Obtain endorsements for programs at RIVEROAK Technical College Teams Meetings were coordinated during spring 2024 with: Congresswoman Kat Cammack's Office, Senator Rubio's Office, Senator Rick Scott's Office Visits were made to Florida Department of Education Commissioner Diaz, Senator Corey Simon, Representative Jason Shoaf, & Representative Lauren Mello