

**AGREEMENTS,
CONTRACTS,
BIDS**

And

**OTHER
SERVICES**

AGREEMENT OF EMPLOYMENT OF LEGAL COUNSEL

THIS AGREEMENT is made on June 4, 2019 between THE SCHOOL BOARD OF GILCHRIST COUNTY, FLORIDA, hereinafter called the Board, and LINDSEY B. LANDER, Attorney at Law, 3560 SW CR 334, Trenton, FL 32693, hereinafter called Legal Counsel.

WITNESSETH:

WHEREAS, the Board is authorized by Rule 2.12, School Board Rules, and Section 1001.43(10), Florida Statutes, to appoint legal counsel who shall act as legal advisor to the Board and Superintendent. The rule also provides that the Board shall provide a written contract specifying the duties, responsibilities and compensation to be paid; and

WHEREAS, legal counsel is being employed to advise the Board and Superintendent. It is the desire of the Board to provide a written contract as specified by the School Board Rules and as authorized by the School Code;

NOW, THEREFORE:

IT IS AGREED by the Board and Legal Counsel as follows:

1. The designated member of Legal Counsel to provide services under this agreement is Lindsey Lander. The Board hereby employs Legal Counsel for the period beginning July 01, 2019 and ending June 30, 2020 to perform the following legal services:
 - a. Advise the Board and Superintendent at all school board meetings on any problem arising or to be considered by the Board at any meeting.
 - b. Draft resolutions and rules for the Board that is required to perform the actions of the Board.
 - c. Draft all orders, contracts and other documents required to be approved and signed by the Board in the operation of the school system.
 - d. Cooperate, advise and assist the Superintendent in drafting any legal notices required for publication; to confer with the Superintendent on administrative matters and to assist the Superintendent in carrying out the rules of the Board.
 - e. Perform such other legal services consistent with Lindsey Lander's professional competency as the Board may from time to time assign.
2. In consideration of the performance of the above described services in Section 1.a., the Board agrees to pay the Legal Counsel the sum of \$24,208.00 for July 01, 2019 through June 30, 2020, payable in equal monthly installments (\$2,017.33) at the end of each month. The compensation for the Legal Counsel for additional services as specified by the Board and referred to in Items 1.b through 1.e above, shall be at and hourly rate of

\$150.00 for the time required for such services on a case by case basis. The compensation for Legal Counsel to attend quarterly meetings of the Florida School Board Attorneys Association shall be at an hourly rate of \$30.00 per hour for the time actually spent in educational lectures/trainings.

3. Legal Counsel accepts employment for the period stated and agrees to perform the above services and such additional legal services as may be requested by the Board under Section 1.e. In the event Legal Counsel is required to advance costs in any case, the Board also agrees to pay the necessary travel and lodging expenses that may be incurred by Legal Counsel while performing services under this contract that are outside of Gilchrist County; and to pay travel, meals and lodging expenses incurred in attending quarterly meetings of the School Board Attorneys Association. Any long distance telephone calls required may be made at the Board's office after notice to the Superintendent.
4. The retainer paid in Paragraph 2 above shall be adjusted upon the completion of collective bargaining by the percentage of increase in salary granted to instructional employees by collective bargaining to the same extent and on the same date as for instructional employees; and/or if there is an increases for instructional employees in the form of a lump sum increase in salary, by the lump sum increase amount to the same extent and on the same date as for instructional employees, prorated on a monthly basis over the term of this contract.
5. In the event Legal Counsel is sued in his capacity as School Board Attorney, and in the event the School Board's Errors and Omissions Policy does not pay Legal Counsel's out of pocket expenses in defending any such litigation, the Board agrees to reimburse Legal Counsel's out of pocket expenses.
6. In the event it becomes necessary or the Board determines that it wants to employ special counsel as authorized by Rule 2.12, the Board reserves the right to select such special counsel at such compensation as it shall determine proper, including any retainer for special counsel to assist the Legal Counsel of the Board in any litigation or other matters specifically approved by the Board.

ATTEST:

THE SCHOOL BOARD OF GILCHRIST COUNTY, FLORIDA

**ROBERT G. RANKIN, AS SECRETARY
AND SUPERINTENDENT**

D. DEEN LANCASTER, CHAIRPERSON

LINDSEY B. LANDER



Mid-Florida Officials Association Basketball Regular-Season Officiating Agreement 2019-2020 School Year

This agreement is entered into by and between the **Mid-Florida Officials Association and Trenton High School**, hereinafter referred to as **MFOA and SCHOOL**. It is agreed that the terms and conditions of this document are applicable to and binding on both parties for the school year 2019/20 covering the sport of basketball

1. The MFOA is committed to cooperation with the FHSAA and the school in an effort to provide competent, standardized officiating for the school and student athletes. All game rules and officiating procedures shall be in accordance with directives issued by the Alachua County league and/or NFHS.
2. School agrees to enter their home games for the **2019-2020 basketball season** into the Arbiter website (<http://www.arbitersports.com>) or to enter their home games into an Excel spreadsheet and email them to the MFOA booking commissioner.
 - a. Schedules shall include game sites, starting times, opponents, and jamboree/classic games if officials are needed for these games.
 - b. **The School** will make any additions or changes to their schedule on the Arbiter website (<http://www.arbitersports.com>) three days prior to a scheduled game date, all other changes must be emailed to the Booking Commissioner.
3. **MFOA will have a list of FHSAA certified officials on the Arbiter website.**
 - a. **Schools may scratch two officials from the list, The scratches will only apply to that school's home games**
 - b. **In an emergency, scratched officials may be used for away games.**
4. School agrees to pay a booking fee of **\$75.00** for girls' and **\$75.00** for boys' basketball. **A separate invoice will be mailed to the school for these fees.**
5. **School agrees to pay maximum game fees as published by the FHSAA in the officials' manual, and travel fees of \$15.00 per official per day. (So, if an official works two games at the same school on the same day, he/she is entitled to one travel fee of \$15.00)**
 - a. Payment of game and travel fees shall be made to the **REFEREE** prior to the start of the contest at the officials' dressing area. Checks shall be made payable to "**MFOA**". (The referee is listed first on each school's booking.)
 - b. If there are multiple games at a school on the same day, a separate check must be written for each game. There will be a **\$50.00 charge for each additional game fee on one check.**
 - c. School may choose to select an optional payment plan by mailing fees directly to the **MFOA**. There will be an account surcharge of **\$200.00** for girls basketball and **\$200.00** for boys basketball. An invoice will be sent in December for the first half of the season, and a final invoice will be sent at the conclusion of the season.
6. **Should game officials fail to appear as assigned in accordance with this agreement, any fee advanced for the absent official will be refunded to the school. In the event that School fails to notify MFOA that a game has been cancelled or postponed, rescheduled and terminated games when officials are on site.**
 - a. Officials at site and not notified by school – Full Game Fee plus Travel Fee
 - b. Officials at site and game canceled before game starts – ½ Game Fee plus Travel Fee
 - c. Officials at site and game started and then postponed (rescheduled) – Pro-rated Game Fee plus Travel Fee
 - d. Officials at site and game started and then terminated – Full Game Fee and Travel Fee
7. **Schools shall provide for the officials as prescribed by the FHSAA.**
 - a. School's game administrator/representative should identify himself/herself to the referee upon his arrival at the game site.
 - b. A private dressing facility, not accessible to others, should be provided for officials use during their stay.
 - c. Security must be provided as necessary.
 - d. All items listed in the section entitled "SCHOOLS' RESPONSIBILITIES TO FHSAA OFFICIALS" of the FHSAA handbook.
8. **The persons whose signatures appear below are representatives of the School and MFOA and shall make every effort to ensure compliance with the provisions of this agreement.**

SCHOOL

DATE

BOOKING COMMISSIONER, MFOA

DATE



VOLLEYBALL CONTEST OFFICIALS CONTRACT
Fiscal Year 2019 - 2020

This agreement is made between the *Big Eight Specialty Officials Association, Inc.* to be referred to as "BESOA", and Trenton High School to be referred to as the "School/Client". This document sets forth the terms and conditions applicable to and binding both parties for the 2019 - 2020 fiscal year, covering the sport(s) listed below. By signing this contract and paying the fees set within the Terms of Agreement, the School/Client agrees to become a non-voting associate member of the BESOA.

School/Client Name Trenton High School
Address 1013 W. Main St.
City/State/Zip Trenton, FL 32693

School/Client Contact List: Complete the following (use N/A if not applicable)

Position	Name	Work Phone	Cell Phone	E-mail
AD/Client	Pat Burton	352-463-3210	352-493-5043	burtonp@mygcsd.org
Bookkeeper	Mary Blythe	352-463-3210	352-226-7179	franksm@mygcsd.org
VB Varsity Coach	Sharonda Green		352-440-1454	Sharondagreen1@yah
VB JV Coach	Lindsey Grant	352-463-3224		grantl@mygcsd.org
VB 9 th Gd. Coach	N/A			
VB MS Coach	Edtrice Strong		352-256-1049	

Administrative Fee Schedule

(\$100 for the first team per sport; \$50 each additional team per sport. *Example:* One varsity VB team and one JV VB team = \$150 for the year.)

Team	Fee	Level (specify V, JV, 9 th , MS)	Amount
VB Team 1	\$100	Varsity	100.00
VB Team 2	\$50	JV	50.00
VB Team 3	\$50	Middle school	50.00
VB Team 4	\$50		
TOTAL VOLLEYBALL ADMINISTRATIVE FEES:			200.00

I have read and agree to accept and abide by the Terms of Agreement as stipulated within this contract.

Principal (signature) _____
Principal (print) _____ Date _____
BESOA President (signature) Phil Courson, President
BESOA President (print) Phil Courson, President Date March 22, 2019



**RETURN THIS PAGE WITH A CHECK FOR VOLLEYBALL ADMINISTRATIVE FEES PAYABLE TO
BESOA AT THE ADDRESS PROVIDED ABOVE**

BESOA PRE-SEASON AND GAME FEES WORKSHEET

RETURN PAYMENT TO BESOA BY AUGUST 14, 2019 WITH:

- ☐ Pre-season and Home game fees AND
☐ Schedules

School/Client Name _____
Athletic Director _____
Address _____
City/State/Zip _____

Pre-season Tournament Games and Regular Season Home Game Fees

DUE AUGUST 14, 2019

Multiply the two-official game fee for each level (col. 1) X Total contests (col. 4) to get Total game fees for each sport/level. Add to get Total Pre-season Tournament Games and Regular Season Home Game Fees

Team Format	Two-Official Fee	# of Pre-Season Contests	# of Regular Season Home Contests	Total # Contests	Total game fees (official fees x total contests)
EXAMPLE: Varsity 3/5	\$90*	5	10	15	\$1,440
Varsity 3/5	\$90*				
Varsity 2/3	\$70*				
JV/9 th /JH/MS	\$62*				
MS 1 PERSON	\$43*				
TOTAL: VOLLEYBALL PRE-SEASON TOURNAMENT GAMES <u>AND</u> REGULAR SEASON HOME GAME FEES					\$
*Or current FHSAA Official Fee					

Send a check payable to BESOA by AUGUST 14, 2019 to include all Pre-season Tournament and Home Game Fees along with this page of the contract and your schedule to:

BESOA
P.O. Box 35-7654
Gainesville, FL 32635-7654

Travel Fees will be invoiced at the end of the season and payable upon receipt. All Invitational and Post-season Tournament Game Fees will be invoiced by BESOA and are payable upon receipt.



TERMS OF AGREEMENT
(Keep this document for your records)

The BESOA agrees to:

1. Assign registered and qualified *Florida High School Athletic Association (FHSAA)* official's to contracted contests according to the schedules submitted by the *School/Client* and make those assignments available to the *School/Client*.
2. Assign officials to contests according to the following RANKED (by order of importance) criteria (*BESOA* reserves the right to require the *School/Client* to rearrange a submitted schedule if it conflicts with other contests of higher importance and there is a shortage of contest officials).
 - Varsity games: In the order that schedules were received by *BESOA*. Multiple games scheduled at the same site will take precedence over single games.
 - Junior Varsity games: In the order that schedules were received by *BESOA*. Multiple games scheduled at the same site will take precedence over single games.
 - 9th Grade and Middle School games: In the order that schedules were received by *BESOA*. Multiple games scheduled at the same site will take precedence over single games.
 - IMPORTANT: Due to the large number of Varsity and Junior Varsity contests commonly scheduled on Tuesday, Thursday, and Friday, NO Middle School contests will be accepted on these days unless scheduled along with, and in the same arena, as a Varsity event. *BESOA* strongly encourages scheduling Middle School contests on Monday, Wednesday, or Saturday in order to avoid the need to reschedule contests and to guarantee officials' availability. Further *BESOA* recommends that schools coordinate "round-robin" types of contests whenever possible.
3. Notify the *School/Client* immediately in the event that there is a lack of qualified officials for a scheduled contest. Should this occur, the *BESOA* Booking Commissioner will attempt to work with the *School/Client* to reschedule the contest

The *School/Client* agrees to abide by the policies as follows:

Prior to the Season

1. Provide a signed contract prior to the start of the season for which *BESOA* services are needed. The following shall accompany the contract in order to secure contest officials.
 - a. A written schedule at least one month prior to the start of the season, unless otherwise agreed, consisting of all of the following items:
 - All contest dates and game sites (home and away),
 - Starting times,
 - Level of competition (varsity, junior varsity, 9th grade or freshman, middle school), and
 - Opponents.
 - b. A written list consisting of office and cell phone numbers (or other contact number if no cell phone is available) and e-mail addresses for the following:
 - Athletic Director,
 - Bookkeeper (or the appropriate person designated to pay contest officials), and
 - Head coach of each sport at each level.
2. Proof and verify schedules entered into ARBITER, or any other assigning tool designated by *BESOA*, checking for any schedule errors, omissions, and/or deletions. Final schedule verification is the sole responsibility of the *School/Client*. Access to ARBITER, will be provided to the *School/Client's* Athletic Director and/or other designated representatives by *BESOA*.
3. Pay the following administrative fees prior to the beginning of each season:
 - \$100 for the first team in each sport;
 - \$50 for each additional team in each sport.
4. Pay all home game fees (as prescribed in the *FHSAA Officials Guidebook* by sport) and any Pre-season Classic tournament game fees by the deadline or as otherwise agreed.



Contest Officials' Game Fees

1. All officials' game and travel fees will be made and rendered within the guidelines prescribed by the FHSAA in the *Official's Guidebook*.

Note: Should circumstances dictate that only one official is available to officiate a scheduled contest, the game fee for that contest official will be 1.5 times the game fee assigned for that particular level of play (i.e., game fee + one-half game fee).

2. Officials' game fees for all scheduled home games and pre-season (i.e., "classic") tournaments shall be paid in advance of the specific season(s). Officials' travel fees will be invoiced at the end of the season and are due immediately upon receipt of the invoice.
3. If there are any additions or cancellations to the home and/or pre-season schedule after fees have been received by BESOA, adjustments will be invoiced or paid at the time travel is billed.
4. All invitational and post-season tournament game and travel fees will be invoiced by BESOA and are due immediately upon receipt of the invoice.

Schedule Change and Assessment of Fees

1. As previously prescribed, it is the sole responsibility of the *School/Client* to proof schedules entered into ARBITER by the BESOA Booking Commissioner. The *School/Client* agrees to immediately notify the BESOA Booking Commissioner of any errors within the ARBITER schedule. The Volleyball Booking Commissioner for 2019 - 2020 is:

Volleyball Booking Commissioner

Barry Adams (904) 796-7373

adamsbka@embarqmail.com

2. Requests to change scheduled contests shall be made in writing to the Booking Commissioner. Phone contact followed by written communication (e.g., e-mail) is acceptable for emergency notification. BESOA will make reasonable effort facilitate these changes. The appropriate Booking Commissioner will contact the *School/Client* regarding the availability of contest officials for the rescheduled contest(s).
3. **Changes to a published schedule must be made at least 48 hours in advance of the scheduled game(s). Deviations from this time frame may result in an assessment of \$25.00 to the *School/Client*. Contests rescheduled due to inclement/severe weather conditions, unscheduled emergency school closings, or similar emergency-related factors beyond the control of the *School/Client* shall be exempt from this assessment.**
4. When a scheduled game is cancelled and the *School/Client* fails to notify the BESOA Booking Commissioner in sufficient time to prevent the assigned officials from traveling to the contest site; both the game fee(s) and the travel fee(s) will be charged to the *School/Client*.

Scratches

BESOA strongly discourages the practice of scratching a contest official for the duration of a sport season, except under dire conditions. Instead, BESOA recommends that the *School/Client* contact the appropriate Booking Commissioner, the President, or the Vice President and allow BESOA to appropriately address the problem. In the event that a scratch is necessary, the BESOA Booking Commissioners will work to honor scratches at the home contest site, but will not guarantee contest official scratches for away-game sites, including those covered by BESOA.

Contact information

Phil Courson, BESOA President, philc@352church.com

Stan Montanye, BESOA VP, smontanye@gmail.com

Kim Nivala, BESOA Secretary, knivala@hotmail.com

Val Pfister, BESOA Treasurer, pfisterv@yahoo.com

Gerald Hammond, Volleyball Director, gerald.hammond@gmail.com

Barry K. Adams, Volleyball Booking Agent, adamsbka@embarqmail.com

**FLORIDA GATEWAY COLLEGE
AND
GILCHRIST COUNTY SCHOOL DISTRICT
2019 – 2020
DUAL ENROLLMENT ARTICULATION AGREEMENT**

SECTION I

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

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

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

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

A. COURSE PROGRAM OFFERINGS

1. Articulation acceleration mechanisms shall include, but not be limited to, Academic Dual Enrollment, Career Dual Enrollment, Academic and Career Early Admissions, Advanced Placement, Credit by Examination, the International Baccalaureate program, and Career Pathways.
 - a. **Academic Dual Enrollment:** Students in grades 6-12 qualify who are earning high school credit toward a high school diploma and college credit toward an associate or baccalaureate degree. Students may be part-time or full-time. The following are ineligible to be counted as Dual Enrollment:

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

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

- b. **Career Dual Enrollment:** Students in grades 6-12 qualify who are seeking a degree and industry certification through a career education program or course. The student is also earning industry certifications adopted pursuant to s. 1008.44, Florida Statutes (F.S.), which count toward the high school diploma. Students may be part-time or full-time in career Dual Enrollment.
- c. **Early Admissions:** Form of dual enrollment permitting high school students to enroll in college or career courses on a full-time basis. Students who qualify will earn both high school and college/career credits for courses completed. Participation in the **career** early admission program shall be limited to students who have a minimum of four (4) semesters of full-time secondary enrollment, including studies undertaken in the ninth grade.
- d. **Credit by Examination:** Students will be eligible for college credit based on the receipt of a specified minimum score on a nationally standardized general or subject area examination.
- e. **The International Baccalaureate Program:** Secondary students will be eligible who are enrolled in a program of studies offered through the International Baccalaureate Office at their high school. College credit will be awarded as determined by the **School Board** and the **College** Board of Trustees.
- f. **Career Pathways Program:** Secondary students in grades 9-12 are eligible to participate in the Career Pathways Program. The promotion of the program and the revision of Career Pathways Articulation Agreements is a collaborative effort between all the consortium partners. Guidance counselors register students in an articulated, sequential program of study (including a technical component), which leads to continued study at the postsecondary level. Career Pathways programs consist of four years of high-level academic and technical courses at the high school level, articulated (or connected) with continued high-tech training in college, often resulting in an industry level certification. Students prepare for postsecondary training by following a program of study as outlined in the Career Pathways Articulation Agreements between the **School Board** and the **College**. Per the Gold Standard Career Pathways Articulation Agreements of Industry Certification to AS Degree in 2019-2020, high school students successfully completing the high school portion of

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

2. In mutual consideration thereof, both parties to the agreement contained herein agree to the following conditions:
 - a. The **College** shall offer college level courses that meet the requirements of Section 1007.27 and 1007.271, Florida Statutes, with the exclusion of physical education and recreation courses, where sufficient high school facilities exist and are made available.
 - b. The **College** shall award credit for student completion of a Dual Enrollment and Advanced Placement course based on the stated preference of the student, as either Dual Enrollment or Advanced Placement credit. No student shall claim double credit based on the completion of a single joint Dual Enrollment and Advanced Placement course.
 - c. Courses offered for dual credit will be determined by mutual agreement between the **College** and the **School Board** and displayed in this agreement.
 - d. Special request courses and the addition of classes offered for each academic year shall be designated in a letter(s) of understanding between the **School Board** Superintendent of Schools and the **College** President. The classes will be scheduled whenever possible to assure maximum publicity prior to fall and spring registration.
 - e. The **College** courses are complementary to the high school curriculum, and no unnecessary duplication will occur.
 - f. The **School Board** shall be responsible for incorporating all Dual Enrollment courses within the District “Student Progression Plan.”
 - g. Dual Enrollment courses will utilize the common course designation and numbering system approved by the Florida Department of Education (DOE).
 - h. The **College** shall determine course content in accordance with the Southern Association of Colleges and Schools Commission on Colleges (**SACSCOC**) criteria and select instructional materials. The high school will use course syllabi provided by the **College** for all Dual Enrollment courses.

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

- i. Parties to this agreement will certify in writing that courses operated under this agreement will, when successfully completed, be accepted toward high school graduation on the basis that three college credits will equal one-half high school credit, except those designated otherwise by the Articulation Coordinating Committee of the Florida Department of Education and awarded college credits, none of which shall be remedial, preparatory or developmental. The **High School** is responsible to review high school progression and may need to submit documentation to the **College** upon request.
- j. Unless prohibited by statute or rule, nothing in this agreement shall prevent students in the districts from enrolling in regular college credit or career certificate classes, which do not carry high school credit, conducted by the **College**. Students in this category shall file regular college admissions applications and shall be responsible for their own tuition, books, and other expenses as a standard student.
- k. Pursuant to s. 1007.271, F.S., Dual Enrollment students may enroll in courses offered by the **College** during school hours, after school hours, and during the summer terms unless prohibited by **School Board** policy. Dual enrollment courses may be available online, on the high school campus, on the college campus, or at the college centers.
- l. The **College** shall designate the Director of Student Engagement to coordinate the Dual Enrollment Program. The director, in conjunction with the high school counselor, will ensure that each student will make a selection of courses to meet degree requirements, including approved program prerequisite courses. This effort is to improve articulation and minimize excess credit hours. In addition, pursuant to s. 1007.23, F.S., a dual enrollment student entering college in 2013-2014 and thereafter, seeking an associate of arts degree, will indicate a baccalaureate degree program offered by their institution of interest by the time they have earned 30 semester hours. It is the student's responsibility to be informed of the prerequisites for the baccalaureate degree program offered by their institution of interest.

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

- m. The **College** will provide electronic student transcripts at the end of each term to the respective high school guidance counselors to aid in determining continued student eligibility.
- n. The **College** will provide a transcript with a letter grade. Letter grades awarded by the **College** at the end of each semester are: A, B, C, D, F, I, or W. Any letter grade below a "C" will not count as credit toward satisfaction of the Gordon Rule graduation requirement and the requirement in Rule 6A-10.030; however, all grades are calculated in a student's GPA and will appear on the college transcript. *Any student earning a D or F in a course will need to sit out one major term (Fall/Spring)*

*and will be required to repeat the course the next eligible term and will only be permitted to take this one course. All grades, including “W” for withdrawal, count as course attempts and become part of the student’s college transcript; they may affect subsequent postsecondary admission. **If the student receives a second ‘W’ or ‘F’ in any course, dual enrollment eligibility will end. If a student makes the two in one term, eligibility for Dual Enrollment will end.** No late withdrawals will be accepted if they were not received in the Dual Enrollment office by the deadline stated in the Academic Calendar for Dual Enrollment Students.*

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

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

- p. Students taking Dual Enrollment classes taught by **College** faculty are required to follow the **College** Code of Academic Ethics and Code of Conduct outlined in the *current FGC Student Handbook*.
- q. The **College** and high school will schedule an information and orientation session to inform students and parents about opportunities to participate in the Dual Enrollment Program. At least two weeks prior, the **College** and high school will collaborate in formulating the agenda for this information session.

B. STUDENT ELIGIBILITY CRITERIA

- 1. The **Board** shall identify the students qualified for participation in the Dual Enrollment Program. Students must demonstrate academic capabilities to pursue college level instruction.
- 2. In order to be eligible for participation in the Dual Enrollment Program, a student must:
 - a. be in grades 6-12;
 - b. No student will be eligible to enroll into classes through the Dual Enrollment Program beyond their 19th birthday.
 - c. have a minimum ACT/SAT/PERT/TABE test score as established by the **College**. As specified in Section 1008.30, Florida Statutes, students who do not achieve the minimum test score in basic computation and communication (English and reading) skills areas cannot take college credit courses in mathematics and English respectively or any courses for which college credit English, reading or math is a prerequisite. **All three sections must have eligible test scores to continue after 12 college credits are earned. Eligible Score sheets will be provided.**

- d. meet with the high school guidance counselor or **Board** designee, complete the Dual Enrollment/Early Admissions application form, and be approved to enroll by the Director of Student Engagement. Dates will be posted at High Schools and College Critical Dates posted by the College. Application forms must be approved prior to the published college deadlines.
- e. complete the Dual Enrollment/Early Admissions registration forms by the end of the Add/Drop period for each term as listed in the Critical Dates Calendar published by the **College**.

The **College** will consider a request from the guidance counselors for dropping a course after the first week of classes. This will be done on a case-by-case basis and must be approved by the appropriate **College** vice president. If approved, the result will be a drop for the student, not a withdrawal.

- f. comply with the requirements specified in the County School District's "Student Progression Plan."
3. For the Associate in Arts (A.A.) Degree Program the student must:
- a. have a minimum of 3.0 unweighted GPA based on the 4.0 scale,
or
be recommended by the high school principal or designee, based upon evidence of the outstanding interests and aptitudes of the student, and with the concurrence of the **College**.
 - b. register only for required or elective courses in the A.A. Degree Program.
4. For the Associate in Science (A.S.) Degree and College Credit Certificate programs the student must:
- a. have a minimum of 3.0 unweighted GPA based on a 4.0 scale,
or
be recommended by the high school principal or designee, based upon evidence of the outstanding interests and aptitudes of the student, and concurrence of the **College**.
 - b. meet all program entrance requirements as stated in the **College** catalog.
 - c. register only for courses in the A.S. degree program or electives approved by the **College** division administrator of the A.S. degree program to which the Dual Enrollment student has been admitted.
5. For Technical Certificate Programs and Applied Technology Diplomas (A.T.D.) the student must:
- a. have a minimum 2.0 unweighted GPA based on a 4.0 scale
or
be recommended by the high school principal or designee, based upon evidence of the outstanding interests and aptitudes of the student, and with the concurrence of the **College**.
 - b. meet all specific program entrance requirements as stated in the **College** catalog.

6. Exceptions to the above paragraphs 2, 3, 4, and 5 will be subject to careful examination of student qualifications by the high school counselor, principal, the appropriate **College** division administrator, and Director of Student Engagement.
7. The high school principal or designee will certify students eligible for Dual Enrollment. If students drop below a 2.0 cumulative **College** GPA, it is at the discretion of the guidance counselor/designee to allow them one semester to achieve at least a 2.0 cumulative **College** GPA to maintain eligibility in the Dual Enrollment Program.
8. Students will be considered high school students for the purpose of student activities and student body privileges.
9. Dual Enrolled students may be issued a college I.D. and afforded all the privileges thereof.
10. If a student leaves your DE program/school, notify in writing as soon as possible the DE offices as the student account will need to be changed. Same as if you get a new student and you would like to continue with DE. Written notification will be required to have the student in the DE program.

C. CALENDAR

1. The **College** shall select and schedule classes eligible for Dual Enrollment using the **College** calendar for classes taught outside the regular school hours.
2. During regular public school hours the **School Board** shall, with the concurrence of the **College**, select and schedule Dual Enrollment classes taught on the high school campus using the public school class and bell schedule and the **College** calendar.
3. The **School Board** and the **College** shall make reasonable efforts to avoid conflicts in scheduling.
4. The **College** agrees to conduct, if possible, Dual Enrollment courses at the high school, using the school class and bell schedule and the **College** calendar.
5. All logistical and scheduling information regarding Dual Enrollment courses taught by high school teachers at the high school must be provided to the **College** Director of Student Engagement by the admissions application deadline in the Critical Dates Calendar published by the **College**. Special circumstances will be determined by the appropriate academic vice president. A representative from each high school should contact the **College** with credentialed instructor name(s) and the course(s) each instructor will be teaching, as well as the specific days/times the course(s) will be taught.

D. DUAL ENROLLMENT FACULTY

1. The staff will be selected on approval of the **College** and the high school principals from teachers employed at the high school or the **College**, who have filed college transcripts and applications with the **College**, and who meet the degree and certification requirements of the **College**, and pursuant to **SACSCOC**. These criteria apply to all faculty teaching postsecondary courses regardless of the physical location of the course being taught. The postsecondary institution awarding the credit shall ensure faculty teaching Dual Enrollment courses meet these qualifications. Preference will be given high school faculty as adjunct teachers for Dual Enrollment courses.
2. The **College** shall approve Dual Enrollment faculty and will provide them with a copy of the current faculty handbook. Faculty shall adhere to the professional guidelines, rules, and expectations therein. Faculty will also be provided with a current student handbook detailing information that includes, but is not limited to, add/drop and withdrawal policies, student code of conduct, grading policies, and critical dates. Dual Enrollment faculty shall verify that every student sitting in their college course is listed on their course section roster no later than the second week of each semester. The course section rosters must be signed by Dual Enrollment instructors and then faxed, emailed, or mailed to the **College** by the due date. Verbal confirmation or email confirmation will not be accepted. No student shall be permitted to remain in a college class in which they are not enrolled. Faculty must adhere to the guidelines, rules, and expectations therein that apply to faculty.
3. The High Schools will notify the Director of Student Engagement of courses they will be offering on their campus for Dual Enrollment students. The course name/days/times will be emailed and the **College** will build the section. The course syllabus will be emailed to the Director of Student Engagement which shall include the course calendar identifying assignments, test dates and grading scale.
4. The **College** shall conduct an administrative evaluation of all faculty teaching Dual Enrollment students. This evaluation will be conducted by the appropriate vice president or designee.
5. The **College** shall also conduct student evaluations of Dual Enrollment faculty. This evaluation will be coordinated by the appropriate vice president or designee.
6. At the end of the term, textbooks will be collected according to **School Board** policy, and Dual Enrollment faculty will submit signed final grade rolls as required to the appropriate instructional division or **College** Registrar by the published deadline. The **College** will submit student transcripts to the respective high school guidance counselor.
7. The **College** will provide all faculty members a copy of course plans and objectives for the college course they are teaching. In addition, faculty shall be provided with information on additional requirement relating to Rule 6A-10.030, F.A.C., if applicable. All course objectives and identified competencies must be included in the course plan and covered per the syllabus during the term.

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

8. The following curriculum standards for course content, syllabi, exams, and grades shall apply to college credit Dual Enrollment:
 - a. Dual Enrollment classes taught on the high school campus must meet all competencies expected and outlined in the postsecondary course plan. To ensure equivalent rigor with on-campus courses, the **College** shall be responsible for developing and providing a comprehensive end-of-course assessment or a series of expected learning outcomes in accordance with **SACSCOC**. Assessments shall be provided to the high school campus in a timely manner to ensure availability prior to scheduled administration dates.
 - b. Textbooks and instructional materials used in Dual Enrollment courses must be comparable with those used with other postsecondary courses at postsecondary institutions with the same course prefix and number. The **College** will advise the **School Board** of instructional material requirements as soon as it becomes available, but no later than one term prior to a course being offered.
 - c. Course requirements such as tests, papers, or other assignments for Dual Enrollment students must be at the same level of rigor or depth as those for non-Dual Enrollment postsecondary students. All faculty teaching Dual Enrollment courses must observe the **College** procedures and deadlines for submission of grades in the appropriate format. All faculty members will be advised of the **College**-wide grading guidelines prior to teaching a Dual Enrollment course.
 - d. The **School Board** will ensure there are minimal interruptions of instructional time. A student shall lose eligibility to participate in the Dual Enrollment Program if a student is being disruptive to the learning process, such that the progress of other students and the efficient administration of the course are hindered. Dual Enrollment courses may not be combined with other high school courses, except in accordance with Section 1007.272, Florida Statutes.

E. COST

1. A student who is enrolled in a dual enrollment or early admission program through a public postsecondary institution or state university is exempt from the payment of tuition and fees, pursuant to s. 1009.25, F.S. The fee exemption includes application, registration, tuition, and laboratory fees for courses taken through dual enrollment.
2. For dual enrollment courses offered on a public postsecondary institution campus, the **School Board** pays the standard rate of tuition per credit hour from the Florida Education Finance Program (FEFP). Currently, the standard rate of tuition at a public postsecondary

institution is \$71.98 per credit hour. This cost is associated with dual enrollment students taking classes on the **College** campus and/or taking online classes through the **College**.

3. For dual enrollment courses offered on the high school campus by college faculty, the **School Board** must reimburse the **College** for costs associated with the proportion of salary and benefits to provide instruction. When dual enrollment courses are provided on the high school campus by a high school teacher, the **School Board** is not responsible for payment to the **College**.
4. For dual enrollment students enrolled in programs leading to a career certificate or applied technology diploma, the standard rate of tuition currently is **\$2.33** per contact clock hour.
5. The **School Board** will only pay the standard rate of tuition from funds provided in the Florida Education Finance Program to the **College** during fall and spring terms. The **School Board** does not pay the **College** the standard rate of tuition during the summer terms, as FEFP funds are not provided to the **School Board** during the summer. This does not preclude the **College** from offering dual enrollment courses during the summer terms.
6. The board of trustees at the **College** shall establish, publish, collect, and budget student fees, and shall establish dates for paying fees. The dates shall be not later than the last day of the drop and add periods established by the board. When the **College** has a written promise of payment from business, industry, government unit, nonprofit organization, or civic organization, fees may be deferred as determined by the **College** Board of Trustees.
7. Various sponsors and agencies agree in writing to pay for a student's tuition, fees, books, and/or supplies. These agreements take the form of letters, purchase orders, memos of understandings, formal contracts and/or authorization documents which stipulate the education expense that the agency or sponsor will pay.
8. Students with funding for tuition and fees from sponsoring agencies or organizations must have a written authorization (verbal agreements are unacceptable) from the agency on file with the business office before the student's tuition and fees may be incurred. Once the authorization is on file, tuition, fees and book costs of the student will automatically be applied to the sponsor's account and an invoice generated to the sponsor for payment.
9. Charges for tuition, fees, books and supplies may be deferred and held in accounts receivable from the last day of any registration period up to sixty (60) days but not beyond the end of the class for those students for whom the **College** has received a written authorization for payment from a business, industry, governmental unit, non-profit organization, or civic organization.
 - Faculty supplied by the **College** will be compensated directly by the **College** in accordance with the appropriate college salary schedule.

- The **School Board** shall provide Dual Enrollment instructional materials, including electronic access codes for textbooks, at the start of classes each semester, and accounting for Dual Enrollment instructional materials shall be accomplished as follows:
 - a. All instructional materials purchased under the Dual Enrollment Program shall be administered as provided in Section 1007.271, Florida Statutes.
 - b. Students shall return instructional materials at the end of each term as provided in **School Board** procedures.
 - c. Instructional materials will be stored according to **School Board** procedures, and shall be reissued to students during subsequent terms.
 - d. The sale of all instructional materials purchased under Section 1007.271, Florida Statutes, will be in accordance with state guidelines for the disposal of such materials.
 - e. The proceeds from the sale of such instructional materials will be used to purchase instructional materials for public school students.
 - f. The selection of textbooks and instructional materials for college courses is the responsibility of the full-time **College** faculty. The faculty always seeks to adopt the most effective instructional materials, changing textbooks only to improve these materials. Faculty will have no control over publishers' edition changes and in such cases usually allow students to use the previous edition of the textbook.
 - g. Textbooks and associated electronic access codes must be purchased by the **School Board** each term. **College** textbook vouchers should not be used to purchase miscellaneous consumable materials or supplies for students. Aware of rising textbook costs, and noting that the average life of a textbook adoption presently approximates three years, the faculty will make every effort to continue to use adopted textbooks as long as they believe them to be the best available. A *Textbook Approval Form* has been adopted so a department and/or instructor can request a change in textbook, which the **College** Textbook Committee will review to approve or disapprove. However, the **College** does not guarantee that an adopted textbook will remain in service for a stated period of years.
 - h. Any other financial consideration shall be as required by current state law or as amended as such.

F. ENROLLMENT PROCEDURES

1. The Director of Enrollment Management and Director of Student Engagement shall coordinate the admission of Dual Enrollment students.

2. The **College** will provide academic advisement services regarding the **College's** educational programs to students participating in the Program.
3. All students must complete a **College** Dual Enrollment/Early Admission Application for Admission form by the dates listed above in Students Eligibility Criteria, B2(d).
4. Students will register for classes on the website with approval from the high school counselors.
5. Completion of the Dual Enrollment registration by the high school representative will constitute recertification of the student's Dual Enrollment eligibility.
6. Students seeking academic modifications due to a disability are required to register with the Disability Services Office (DSO). They should make an appointment to meet with the college Coordinator of Disability Services and provide recent, relevant and comprehensive documentation from an appropriate health care provider or professional. While an Individualized Educational Plan may be provided (IEP) and 504 Plan are not generally considered adequate documentation, services may be provided to support accommodations received at the High School. The College and High School will work in cooperation to provide the appropriate services the student will need based on the delivery mode of the course (i.e., classroom, online, hybrid).
7. The **College** Dual Enrollment course report will be provided to the high schools for textbook review.
8. The student must complete all sections of entry-level examinations required per Section 1008.30, Florida Statutes and the **College**. Students must satisfy the college preparatory testing requirements of Rule 6A-10.0315, F.A.C., which is hereby incorporated by reference. Students, who have been identified as deficient in basic competencies in one of the areas of reading, writing, or mathematics, as determined by scores on a postsecondary readiness assessment, shall not be permitted to enroll in college credit courses in curriculum areas precluded by the deficiency. Students may enroll in college credit courses that are not precluded by the deficiency; however, students may not earn more than twelve (12) college credit hours prior to the correction of all deficiencies. All three scores are required beyond 12 credits earned.
9. Students making any schedule changes must have approval by the high school counselor and the **College** Director of Student Engagement, and deliver it and the textbooks to the individual specified by **School Board** procedure. Note: If a student withdraws from high school courses in their school district, the high school counselor must also complete withdrawal paperwork for any college Dual Enrollment courses in which the student was enrolled. An exception to this could be made if a student requests to continue in the college course(s), and the student's new school district high school principal or his/her designee provides written permission to the **College**. *No student may withdraw from a course for any reason after the withdrawal deadline (determined by the Critical Dates Calendar).*

10. Students who register for classes are responsible for their grades associated with those classes. Students who decide not to attend or wish to withdraw from a class are responsible for dropping or withdrawing from the class by the appropriate published date. Students who have been reported by their instructor as never attending during the first and second week of the add/drop period will be automatically dropped from their classes when course section rosters are returned to the **College** Registrar's office by the third week of the semester. Notification of any dual enrollment student dropped by the Registrar's Office will be sent to the Director of Student Engagement, who will then notify the high school guidance counselor immediately. Any student not withdrawn from a course by the published date will remain officially registered and will be assigned an earned letter grade at the end of the semester.
11. Students will be permitted to use ACT or SAT scores for placement into college-level courses. Students who place into Pre-Calculus (MAC 1140) or higher through ACT or SAT scores are required by the **College** to complete the Math sub-test of the PERT (Postsecondary Education Readiness Test) for placement.
12. Dual Enrollment students shall be subject to all **College** policies and procedures that apply to other students. As with all students, official final high school transcripts must be on file with the **College** Admissions Office prior to students being admitted as standard students. Summer A admission after the students last eligible term as DE will only be granted under certain special circumstances which will be reviewed by the Director of Student Engagement. Students will need to complete a Standard Application, Residency Declaration form, and a letter from the High School stating the student will be graduating from High School will need to be brought to Enrollment Services to convert the student for Summer A. Enrollment for Summer A will be granted to those students that will be graduating with a degree after completion of the term. Students not completing a degree will be admitted for Summer B when we receive their official High School transcripts.
13. Students must conform to all Dual Enrollment policies and procedures established by their high schools. All statutory requirements must be met prior to any student continuing in the program. SLS 1501 is a General Education social science course required for all students earning an AA degree. This course must be taken within a student's first year in the Dual Enrollment Program.
14. Students are not permitted to enroll in independent study courses except for special circumstances. Special circumstances are to be determined by the appropriate **College** Vice-President.

G. INSERVICE

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

H. TRANSPORTATION

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

Dual Enrollment Program Code of Academic Ethics

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

1. **Dishonesty** is cheating of any kind with respect to examinations, course assignments, or illegal possession of examination papers. If you help another student cheat, you will be subject to the same penalties as the student who is assisted.
2. **Plagiarism** is the deliberate use and appropriation of another's work without identifying the source and then passing off such work as your own. If you fail to give full credit for ideas or materials taken from another, you have plagiarized.

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

Dual Enrollment Program Code of Conduct

1. Attendance at FGC is a privilege, and to maintain the college ideals of scholarship and character development, the right is reserved to withdraw any student at any time for any reason deemed sufficient, and the student concedes this right to the college.
2. Each registered student assumes the responsibility to become familiar with and to abide by the general regulations and rules of conduct of the college.
 - Disruptive behaviors, if they take place on our campus or at our off-campus college centers, may lead to suspension or dismissal from the college.
 - Any of the following violations may constitute a form of disruptive behavior:
 - Cheating in any form
 - Deliberate interference with the rights of others
 - Behavior that intentionally acts to impair, interfere with, or obstruct the orderly conduct, processes, and functions of the college. This applies to acts conducted at our college campus or any off-campus college center.

SECTION II

DUTIES OF THE ARTICULATION COMMITTEE

1. The Articulation Committee will be composed of school district administrators and guidance counselors representing the five county district area, **College** administrators, and the **College** Dual Enrollment Coordinator.
2. The Articulation Committee shall meet at least twice a year.
3. The committee shall prepare the Dual Enrollment Articulation Agreement.
4. The committee shall develop mechanisms and strategies for reducing the incidence of postsecondary remediation in math, reading, and writing for first-time enrolled recent high school graduates based upon the findings in the Postsecondary Readiness for College Report produced pursuant to 1008.37 Florida Statutes.
5. The committee annually shall analyze and assess the effectiveness of the mechanisms toward meeting the goal of reducing postsecondary remediation needs.
6. The Committee shall annually present to the **College** Board of Trustees and to the District **School Board** the results of this assessment via the Vice President.

(See Appendix Four for 2019 - 2020 plan of strategies and mechanisms for reducing the incidence of postsecondary remediation in math, reading, and writing for first time enrolled recent high school graduates.)

SECTION III

INITIATION OF COURSES

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

SECTION IV

ACCOUNTABILITY & ASSESSMENT

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

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

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

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

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

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

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

SECTION V

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

Purpose of Agreement

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

A. PURPOSE OF TESTING PROGRAM

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

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

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

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

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

1. notify students requesting ADA accommodations for TABE testing to contact the Disability Services Office (386-754-4393) prior to making a testing appointment.
2. provide documentation needed for testing in the **College** test center.

B. RETESTING

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

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

SECTION VI

EFFECTIVE DATE

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

This Agreement shall be valid for the 2019 – 2020 academic school year.

This agreement will be in effect from July 1, 2019 to June 30, 2020 and may be renewed annually upon mutual written consent of both parties.

IN WITNESS WHEREOF, the **School Board** of Gilchrist County and the District Board of Trustees of the **College** have adopted this agreement and caused it to be executed in accordance with Section 1001.64-1001.65, Florida Statutes Dual Enrollment Articulation Agreements.

5/15/19

Date



President, Florida Gateway College

Date

Chairperson, Gilchrist County School Board

5/24/19

Date



Superintendent, Gilchrist County School District

APPENDIX ONE

DUAL ENROLLMENT ADMISSIONS REQUIREMENTS

Florida Statute 1007.271(7) states:

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

DUAL ENROLLMENT APPROVED COURSES

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

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

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

DUAL ENROLLMENT SCHEDULING OF COURSES

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

DUAL ENROLLMENT APPROVED PROGRAMS

The DE Approved Programs of Study are:

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

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

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

Program	Credits	Program Code	Separate Program App
Biotechnology, A.S. (<i>partnership with SFC</i>)	4	BIOT	-
Business Administration, A.S.	6	BAVM	-
Computer Information Technology, A.S.	6	CITN	-
Computer Programming and Analysis, A.S.	6	CPVM	-
Criminal Justice Technology, A.S.	6	CRJL	-
Digital Media and Design, A.S.	6	DMDA	-
Early Childhood Education, A.S.	6	EECE	-
Emergency Medical Services Technology, A.S.	7	EMSD	Yes
Environmental Science Technology, A.S.	6	ENST	-
Health Information Technology, A.S.	7	HIMT	-
Respiratory Care, A.S. (<i>partnership with SFC</i>)	1	RCTT	-
Veterinary Technology, A.S. (<i>partnership with SPC</i>)	2	VETT	-

Pre-requisites for the following AS programs may be completed within the DE program when declared as an AA	Credits	Program Code	Separate Program App
LPN to RN Bridge: Fast-Track Part-Time, A.S.	7	BRFD	Yes
LPN to RN Bridge: Traditional Full-Time, A.S.	7	BRTD	Yes
Physical Therapist Assistant, A.S.	7	PTAD	Yes
Registered Nursing, A.S.	7	NRVD	Yes

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

Program	Credits	Program Code	Separate Program App
Medical Coder/Biller, A.T.D.	3	MCDG	-

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

Program	Credits	Program Code	Separate Program App
Accounting Technology	2	ACGC	-
Business Management	2	SBMD	-
Child Care Center Management	1	CCCM	-
Competency Based Teacher Certification	2	CBTC	Yes
Computer Office Specialist with Programming	1	COSP	-
Computer Support Specialist with Programming	3	CSSP	-
Emergency Medical Technician	1	EMBD	Yes
Horticulture	1	HORT	-
Network Infrastructure	2	CSNI	-
Paramedic	4	PARD	Yes
Video Game Design	2	CGAC	-
Water Quality Technician	1	WOTC	-

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

Program	Age Restriction	Credits	Program Code	Separate Program App	High School Required
Commercial Heating and Air Conditioning Tech	16	4	ACRV	-	-
Firefighter Minimum Standards	18	14.6	FIRF	Yes	Yes
Welding Technology	16	3	WTVC	-	-

APPENDIX TWO

Dual Enrollment Eligible Test Scores

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

Note:

Before student accumulates 12 college credit hours, a student must pass ALL section of a college placement test (Reading, Writing and Math) to be eligible for the Dual Enrollment program.

TEST OF ADULT BASIC EDUCATION GRADE LEVEL REQUIREMENTS

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

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

APPENDIX THREE

During the 2019 - 2020 school year, the five school districts and the **College** will:

- Schedule a fall and spring meeting of the Articulation Committee to revise the articulation agreement utilized by the **College** and the school districts.
- Expand the **College** “Career Days” activities for secondary school students on campus to include middle school as well as high school students.
- Use the **College** Testing Center to help students access the Test Center web page to download study guides for the PERT.
- Provide the teachers in the **College’s** School District through the Education Preparation Institute with:
 - *Alternative certification
 - *Professional development for recertification or endorsements
 - *Hours towards specific certification or certification deemed necessary by State/School District

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

FGC will adhere to all applicable federal, state, and local laws, regulations, and guidelines with respect to providing reasonable accommodations as required to afford equal educational opportunity. Students may obtain further assistance and information by calling the Coordinator of Disability Services, at (386) 754-4215. The Disability Services Office is located in Building 014, Room 102, 149 SE College Place, Lake City, Florida 32025.

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

FGC is an Equal Access/Equal Opportunity Institution.

GERBER LIFE INSURANCE COMPANY
1311 Mamaroneck Avenue, White Plains, New York 10605

Blanket Accident Insurance Application

Name of Policyholder GILCHRIST COUNTY PUBLIC SCHOOLS Policy Number _____
(as it should appear on the Policy)

Mailing Address 310 NW 11TH AVE TRENTON FL 32693
(City) (State) (Zip Code)

Insurance Contact Name DAVID DOSE Title RISK MANAGER

Phone 352-483-3242 Fax 352-463-3276 Email Address dosed@mygcscd.org

Policy Effective Date* 07/29/2019 Policy Expiration Date 1st Day of the Following School Year
(*This will be the effective date if enrollment form and premium are received)

Date of First School Year Activity 08/12/2019 Date of Last Day of School 05/22/2020

Date of First Day of Football 07/29/2019 Date of Last Day of Football _____

Date of the 1st Day of the Following School Year _____

Coverage under the Optional School-Time Accident Coverage, the Optional 24-Hour Accident Coverage and the Optional 24-Hour Dental Coverage starts on the date of premium receipt but not before the start of the school year. Optional School-Time Accident Coverage ends at the close of the regular nine-month school term, except while the student is attending academic classroom sessions exclusively sponsored and solely supervised by the School during the summer. Optional 24-Hour Accident and Dental Coverage ends when school reopens for the following school year. Optional Football Coverage begins on the date of premium receipt and ends on the last day of practice or competition.

Covered Activities and Rates

Optional Coverages – Plan "Basic", Plan "A", Plan "B" and Plan "C" Only
(Paid for by the Student or Parent per year. A link will be provided for on-line enrollment)

- ☐ School Time Excluding All Senior High Sports ☐ School Time Including all Sports Except Senior High Football**
- ☐ 24Hour Excluding All Senior High Sports ☐ 24Hour Including all Sports Except Senior High Football**
- ☐ Football Fall and Spring/Summer** ☐ Football Spring/Summer**
- ☐ Dental

**Plan "B" and Plan "C" are not available under these coverages.

Number of Students: _____

Please mail application to: **Fowinkle School Insurance Agency**
 120-53rd Ave. W
 Bradenton, FL 34207

We hereby enroll with Gerber Life Insurance Company for the plan(s) of insurance selected. We understand that insurance will be in force if this application is accepted by the Company, and the required premium is received by the Company when due. We represent that the information contained in this application is true and correct and forms the basis of the requested insurance.

Signature of Official Authorized to Contract for the Policyholder

Printed Name

Date Signed

Local/Regional Licensed Agency

Agency Name: Moore Fowinkle Schroer Agency

Representative Name: ROBERT W FOWINKLE

Address: 120-53rd Avenue West

City, State, Zip: Bradenton, FL 34207

Phone Number: 800-541-8256

Email Address: SCHOOLINSURANCEAGENCY@VERIZON.NET

Signature: *Rox Fowinkle*
(Licensed Agent)

Date: 04/16/2019

License Identification Number: A088216

Fraud Statement

GENERAL FRAUD STATEMENT: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance, is guilty of a crime and may be subject to fines and confinement in prison.

For residents of Arkansas, Louisiana and West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For residents of Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

For residents of the District of Columbia: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

For residents of Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

For residents of Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

For residents of Maine, Tennessee, Virginia and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

For residents of Maryland: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For residents of New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

For residents of New Mexico: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

For residents of New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

For residents of Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

For residents of Oklahoma: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

For residents of Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Names of schools and grades to be covered.

[illegible]



MEMORANDUM OF UNDERSTANDING
BETWEEN
FLORIDA VIRTUAL SCHOOL
AND
Gilchrist County School District

This 2019-2020 MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Gilchrist County School District, hereinafter referred to as School or District, and FLORIDA VIRTUAL SCHOOL, hereinafter referred to as FLVS. This Memorandum of Understanding shall include the following documents which are attached hereto and incorporated herein by reference: 1. Virtual Learning Lab Memorandum of Understanding, and 2. Appendix A Florida Services Additional Terms.

A. PURPOSE:

The purpose of this MOU is to form a relationship between the School/District and FLVS with the intent to ensure innovative learning solutions for all students within the Virtual Learning Lab (VLL). A Virtual Learning Lab (VLL) is a school whereby students are working on FLVS course(s) taught by FLVS instructor(s) at a school with a facilitator. FLVS's goal is to provide the necessary teachers for each VLL commencing on the School's preferred start date. To accommodate your preferred state date and hire the necessary teachers, the School principal and/or authorized district representative is required to sign this MOU no later than seven days after document is received so that both parties are in agreement of this commitment.

B. FLVS is responsible for:

1. Training for the VLL school facilitator.
2. Training for the School Counselor(s).
3. A registration process specifically designed for VLL students.
4. Ongoing support from an FLVS instructor and/or a Blended Learning Specialist.
5. Highly-qualified, state-certified instructors.
6. Invoicing for successfully completed enrollments.
7. Providing data required for FTE reporting by district (as permitted by the FDLE).

C. School/District is responsible for providing:

1. Selecting academically appropriate courses by benchmark dates as stated above and within the enrollment period:
 - Fall: May 31 to September 1
 - Spring: November 15 to January 31
 - Summer: April 1 to June 1
2. Provide FLVS a complete student information roster with the minimum data requirements (last name, first name, date of birth, gender and grade level). Noncompliance will result in FTE reported by FLVS.
3. Accurate request for reservation to secure courses.
4. Virtual Learning Lab facilitator to monitor students – does not have to be a certified instructor.
5. Computer access and other minimum technology required as listed on the FLVS website for the students to take the courses. This includes computer access 4 to 6 hours each week per course.
6. Two-way long-distance communication access for FLVS instructor – student phone calls.
7. Parent's notification of student's participation in FLVS course.
8. FTE submission associated with these enrollments.



Virtual Learning Lab

D. Fees:

FLVS will invoice the school district for each billable enrollment at \$325.00 per each half credit completion. School district shall pay the bill/invoice in accordance with this contract at Net 30days.

1. **Billable Enrollments:** Any half credit completion issued by FLVS instructor through final grade report sent via Virtual School Administrator (VSA).
2. **Invoice Schedule:** School/District will be invoiced for enrollments that have completed during each billing cycle, identified by status 'Completed' in VSA. The billing cycle is outlined in the invoicing schedule section below. The final billing amount will be net of amount paid by the district in the first billing. (October 1/January 15; March 1/June 30; July 1/August 15).

Cycle	Enrollment Data Date Range	Invoice Sent
Cycle 1	July – October	Mid-November
Cycle 2	November – February	Mid-March
Cycle 3	March – June	End of June
Cycle 4	True-up/Enrollments not captured in previous cycle	Mid-July

3. All fees associated with Advanced Placement and Industry Certification examinations will be the responsibility of the school or district reporting the FTE.

BILLING CONTACT PERSONEL:

School or District	Florida Virtual School
Name: Debra Roberts	Name: Carmen Brehoi
School/District Address: 310 NW 11th Ave Trenton, FL 32693	Address: 2145 Metrocenter Blvd. Suite 100 Orlando, Florida 32835
Email: robertsd@mygcsd.org	Email: cbrehoi@flvs.net
Telephone No.: (352) 463-3200	Telephone No.: 407-513-3615

- E. FAILURE TO COMPLY WITH THE TERMS OF THIS MOU MAY RESULT IN DENIAL OF FUTURE VLL REQUESTS AT THE RATE STATE ABOVE.

- F. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. ACADEMIC INTEGRITY IN THE VLL. Each staff member has a stake in ensuring the highest standards of academic integrity. Teachers synchronize various aspects of FLVS to ensure the best possible experiences for their students.

Instructors will:

- Act as a resource for student questions.
- Submit various assignments into the **Turnitin.com** database.
- Coordinate any academic integrity issues with the lab facilitator, their Instructional Leader, and Academic Integrity Support Personnel.
- Verify student mastery of content through Discussion-Based Assessments and authentic assessments.
- Convey incidents and consequences to the student and facilitator.

Facilitators will:

- Provide supervision through close proximity while circulating the lab.
- Encourage students to seek support from FLVS instructors.
- Encourage students to seek support from the facilitator.
- Discourage inappropriate collaboration of students.



Virtual Learning Lab

- Ensure students are provided with appropriate equipment and that equipment is not shared by students who are actively working in the same FLVS coursework.
 - Require that students protect their password information and coursework.
 - Protect students' user names, passwords, and other private information.
 - Adjust seating arrangements to help promote students' integrity.
 - Communicate with the student, FLVS Instructor and Academic Integrity Investigator with regard to concerns and consequences.
2. **MODIFICATION:** Modifications to this Agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changed being performed.
3. **PARTICIPATION IN SIMILAR ACTIVITIES:** This Agreement in no way restricts FLVS or School or District from participating in similar activities with other public or private agencies, organizations, and individuals.
4. **MAIN POINT OF CONTACT:** Contact your District Relations Manager (<https://flvs.net/florida-school-solutions/contacts>) with questions concerning this Agreement. The main point of contact for this instrument is: Linda Gartin, Director of Secondary Education

School Authorized Official:

x 

Signing here acknowledges desired LAB participation.

5. **COMPLIANCE:** The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination and Immigration.
6. **COMMENCEMENT/EXPIRATION DATE:** This Agreement is executed as of the date of last signature and is effective through 6/30/2020 at which time it will expire unless extended.
7. **LIABILITIES:** It is understood that neither part to this Memorandum of Understanding is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents or students (if applicable), however caused, to the extent allowed by their respective state laws.
8. **Public Records**
Both parties are subject to Chapter 119, Florida Statutes. Both parties shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the BOARD in order to perform the service; (b) providing the public with access to public records on the same terms and conditions that both parties would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meeting all requirements for retaining public records and transfer to both parties, at no cost, all public records in possession of both parties upon termination of the Agreement and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to both parties in a format that is compatible with the information technology systems of both parties. The parties agree that if either party fails to comply with a public records request, then the other party must enforce



Virtual Learning Lab

the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, EACH PARTY SHALL CONTACT THEIR RESPECTIVE CUSTODIANS OF PUBLIC RECORDS. FOR FLVS, EMAIL CustodianofRecords@flvs.net , OR BY PHONE 407-513-3325, OR BY MAIL TO: 2145 METROCENTER BLVD., SUITE 100, ORLANDO, FL 32835.

9. THE PARTIES ACKNOWLEDGE THAT NEITHER PARTY MAKES A WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

FOR: **School or District:**

Date: _____

Name and Title

For: **Florida Virtual School:**

Date: _____

Name and Title



Appendix A

Florida Services Additional Terms

This document contains additional terms and conditions applicable to the FLVS product line. In the event of a conflict between these Additional Terms and the Virtual Learning Lab Memorandum of Understanding, these Additional Terms shall control.

1. DEFINITIONS. All capitalized terms shall have the meaning ascribed to them in the Agreement or Memorandum to which this document is attached. In addition, the following definitions shall apply to these Additional Terms:

1.1 "Affiliate" shall mean, with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control of such person. "Control" as used herein means the legal, beneficial, or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting interest in such entity.

1.2 "Agreement" shall mean the Franchise Agreement, Memorandum of Understanding, Memorandum of Agreement, Participation Agreement, or other contract between FLVS and the Customer to which this document is attached, together with all appendices, exhibits, and attachments (including these Additional Terms).

1.3 "Customer" shall mean the party named as Customer, School, School District, and/or District in the Agreement or Memorandum to which this document is attached.

1.4 "Licensed Product" shall mean the applicable virtual learning product(s) provided to Customer pursuant to the Agreement or Memorandum to which this document is attached.

2. Intellectual Property Rights. Customer acknowledges and agrees that all courses, content, software, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, "Works") made available to Customer pursuant to the Agreement are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws, and FLVS (or its Affiliates or licensors) owns all right, title, and interest in and to the Works.

Customer acknowledges and agrees that it has no intellectual property interest or claims in the Works and has no rights to make any use of such Works except as expressly granted in the Agreement. Except as expressly authorized in writing by an officer of FLVS, Customer agrees not to sell, license, sublicense, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any of the Works. Customer will not act or permit any action that would impair any of FLVS' (or its Affiliates' or licensors') rights in the Works.

Customer agrees not to: (a) disassemble, reverse compile, reverse engineer, or otherwise attempt to discover the source code of or trade secrets embodied in the Works (or any portion thereof); (b) distribute, lend, rent, sell, transfer, or grant sublicenses to, or otherwise make available the Works (or any portion thereof) to third parties, including, but not limited to, making such Works available (i) through resellers, OEMs, or other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in writing; (c) embed or incorporate in any manner the Works (or

any element thereof) into other applications of Customer or third parties; (d) use or transmit the Works in violation of any applicable law, rule, or regulation, including any export/import laws; (e) in any way access, use, or copy any portion of the Works (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell, or support any product or service that is competitive with the Works; (f) remove, obscure, or alter any copyright notices or any name, logo, tagline, or other designation of FLVS or its Affiliates displayed on any portion of the Works. Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions.

Upon termination of the Agreement, all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights (collectively, "Intellectual Property Rights") shall remain with FLVS.

3. INDEMNIFICATION. To the extent permitted by law, Customer agrees to defend, indemnify, and hold harmless FLVS and its Affiliates and all of their employees, contractors, officers, and board members from and against any and all liabilities, claims, damages, injuries, judgments, demands, and expenses (including court costs and attorney's fees), including third party claims, that arise out of or in connection with (i) any breach or default by Customer in the performance of any of its obligations under the Agreement; (ii) any act, omission, or negligence of Customer or any officer, agent, employee, or contractor of Customer; (iii) Customer's failure to comply with laws, rules, and regulations related to or arising from the Agreement; or (iv) any data or security breach (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of FLVS. Upon written request by FLVS, Customer shall defend FLVS (if requested by FLVS, in the name of FLVS) by attorneys and other professionals reasonably approved by FLVS. Customer understands that this obligation of indemnification and duty to defend survives the expiration or termination of the Agreement, and is not limited in any respect by insurance coverage or limitation of liability.

4. FLVS WARRANTY; DISCLAIMER; LIMITATION OF LIABILITY.

4.1 Limited Warranty. FLVS cannot assure that the performance of Licensed Product will be uninterrupted or error-free, or that all Licensed Product problems will be corrected, despite FLVS' reasonable efforts to do so. FLVS does, however, warrant for the applicable Warranty Period (as defined in Section 4.2 below) that the Licensed Product will substantially conform to the applicable description and specifications contained in the Agreement. The foregoing warranty shall not apply to Licensed Product that has been modified by Customer, or used in a manner that is inconsistent with the Agreement or that does not conform to the instructions and specifications contained in the Agreement or related documentation. In the event that Licensed Product does not meet the requirements of this warranty, Customer shall be responsible to so notify FLVS in writing during the Warranty



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Period and to provide FLVS with sufficient detail to allow FLVS to identify the problem. After receiving such notification, FLVS will undertake to correct the problem, either itself or through its licensors, by programming or content corrections, and/or reasonable "work-around" solutions. If FLVS is unable to correct the problem after a reasonable opportunity, FLVS will refund the fees paid for such Licensed Product during the current Agreement term, and Customer's license to use such Licensed Product will terminate. Any liability of FLVS under this warranty shall apply only to fees paid by Customer during Customer's then-current Agreement term, and not to any previous terms during which Customer used the Licensed Product. The foregoing states the complete and entire remedies that Customer has under this warranty. FLVS shall have no responsibility for any warranty claims made outside of the applicable Warranty Period.

4.2 Warranty Period. The Warranty Period shall be the first ninety (90) days of the Agreement term (whether an initial term or a renewal term). The Warranty Period for Licensed Product does not restart when an update to a course or new course version is provided pursuant to any support plan, nor do such updates come with a separate warranty.

4.3 DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED PRODUCT, SUPPORT, OR SERVICES THAT ARE THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

4.4 LIMITATION OF LIABILITY. NEITHER FLVS NOR ITS LICENSORS OR SERVICE PROVIDERS SHALL BE LIABLE TO CUSTOMER FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY, ARISING OUT OF THE AGREEMENT, THE LICENSED PRODUCT, SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED HEREUNDER, EVEN IF FLVS OR ITS LICENSORS OR SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF THE AGREEMENT, CUSTOMER SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER TO FLVS HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT OR OTHER ITEM OR SERVICE ON WHICH THE CLAIM IS BASED DURING CUSTOMER'S CURRENT LICENSE TERM FOR THE APPLICABLE LICENSED PRODUCT.

5. THIRD PARTY REQUIREMENTS. Customer is responsible for ensuring that the courses it provides through the

use of the Licensed Product meet the requirements of any third party organization that Customer or its students desire to satisfy. Without limiting the general nature of the previous sentence, and to the extent applicable to the Agreement, Customer specifically agrees and understands as follows:

5.1 National Collegiate Athletic Association ("NCAA"). The NCAA has specific guidelines regarding the acceptance of distance learning courses for student athletes. FLVS offers a variety of free, fully-accredited online courses to Florida high school students, including core options that fulfill NCAA course requirements. Additional information about which FLVS courses meet NCAA requirements is available at <https://web3.ncaa.org/hsportal/exec/hsAction?hsActionSubmit=searchHighSchool>. Customer accepts responsibility for these criteria to the extent that Customer uses any Licensed Product for students who desire to meet NCAA eligibility criteria. To ensure that NCAA eligibility for student athletes is not compromised, Customer must enter credit for course completion onto students' official transcripts. Athletic eligibility is the sole responsibility of the student and his/her school of record, who must abide by NCAA regulations. Customer understands that non-FLVS courses offered by Customer are not covered under the FLVS umbrella, and Customer will need to submit documentation to the NCAA to have any such courses approved separately.

5.2 Advanced Placement ("AP") Courses. Customer is responsible for completing any College Board audit procedures required with respect to any Advanced Placement ("AP") courses if Customer intends to offer any Licensed Product courses as AP courses.

6. COMPLIANCE WITH LAWS

6.1 In General. Each party agrees to fully comply with the requirements of all applicable federal, state, and local laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to the Agreement.

6.2 Children's Online Privacy Protection Act ("COPPA"). Customer shall be responsible for ensuring full compliance with COPPA and all rules promulgated thereunder.

6.3 Confidential Student Information. For the purposes of the Agreement, FLVS is hereby designated a school official for the purposes of receiving confidential student information. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student information for the purposes of the Agreement and for no other purpose. Upon the termination or expiration of the Agreement, FLVS shall maintain the confidential student information for the time period required by Florida law, and shall thereafter delete and/or destroy all originals and any copies of confidential student information and shall not retain any confidential student information. As FLVS will be receiving student information that is otherwise confidential, FLVS shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, to the extent permitted by law, FLVS for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold



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the Customer and its officers and employees harmless for any violation of this provision, including, but not limited to defending the Customer and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Customer, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the Customer arising out of the breach of this provision by FLVS, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that FLVS shall either intentionally or negligently violate this provision, or §1002.22 or §1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under the Agreement and shall be fully binding upon FLVS until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

6.4 Accommodations. Customer acknowledges that virtual learning programs are not appropriate for all students, and it is Customer's responsibility to ensure that a given Licensed Product is an appropriate placement for a particular student. For Licensed Products with FLVS-provided teacher instruction, if Customer provides access to such Licensed Products to students requiring accommodations, Customer will allow the FLVS-supplied teacher (or other individuals designated by FLVS as appropriate) to participate in planning meetings to ensure that the particular Licensed Product is an appropriate placement for such students. Notwithstanding the foregoing, FLVS will not be responsible for making any modifications to a Licensed Product's technology or content, or any other accommodations in connection with a Licensed Product or any associated instructional services, or third-party sites or materials associated with a course, if the standard Licensed Product is not appropriate for, or is not readily usable by, a given student.

(a) Students with Disabilities. To the extent required by law, Customer is responsible for complying with all applicable federal IDEA requirements and any other federal, state, or local laws or regulations in connection with the use and implementation of any Licensed Product.

(b) English Language Learner Students. To the extent required by law, Customer is responsible for providing appropriate equal access and ensuring compliance with the Florida META Consent Decree and any other federal, state, or local laws or regulations in connection with the use and implementation of any Licensed Product.

(c) Individual Education Plans. To the extent required by law, Customer is responsible for providing any required services to support a student's IEP consistent with the legal requirements for serving students with special needs in a virtual school.

6.5 Data/Security Breach. The parties acknowledge and agree to comply with the requirements of §501.171, Florida Statutes. A breached party shall notify the other party immediately, but in no event later than thirty (30) calendar days following a determination of a breach of data security involving the other party's data. Additionally, each shall fully cooperate with the other regarding the statutory notification requirements.

6.6 Background Screening. As a public school, FLVS complies with all statutes regarding background screening of employees, in accordance with Florida law, specifically including, but not limited to, the requirements of §1012.465, Florida Statutes (the Jessica Lunsford Act) and §1012.32, Florida Statutes.

7. Sovereign Immunity. FLVS intends to avail itself of the benefits of §768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of the Agreement shall be construed as a waiver of FLVS' right to sovereign immunity under §768.28, Florida Statutes, or other limitations imposed on FLVS' potential liability under state or federal law. Customer agrees that FLVS shall not be liable under the Agreement for punitive damages or interest for the period before judgment. Further, FLVS shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in the Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of the Agreement.

8. Third Party Rights. Nothing in the Agreement shall be construed to give any rights or benefits to anyone other than FLVS and Customer.

AGREEMENT

This is an Agreement by and between Gilchrist County School Board, Florida ("SCHOOL BOARD") whose address is 310 NW 11th Avenue Trenton, Florida 32693, and the Episcopal Children's Service ("ECS") whose address is 8443 Baymeadows Road, Suite 1, Jacksonville, FL 32256.

1. The SCHOOL BOARD agrees to provide ECS with the following number of meals per day at the prices listed below:

Name, Address, Manager, and Phone # of Site	Number of Breakfast Per Day	Price Each	Time of Delivery or Pick-Up	Number of Lunches Per Day	Price Each	Time of Delivery or Pick-Up
ECS at: Trenton High School Property 334 NW 11 th Ave., Trenton, FL 32693 (or other designated Gilchrist County School District location) Food Service Manager: Mary Anne Lund (Dist. Office)352-463-3200 (fax) 352-463-3276	28	2.20	8:00 A.M.	28	4.00	11:30 A.M.

2. The SCHOOL BOARD agrees to supply adult meals as needed. The rates will be \$2.75 for breakfast and \$4.00 for lunch.
3. The SCHOOL BOARD agrees to supply meal sites with napkins, trays/ disposable plates and disposable eating utensils as needed to accompany meals.
4. Meals are in accordance with USDA meal requirements and patterns, as set forth in the National School Lunch Program (NSLP) and School Breakfast Program (SBP). The District Food Service Dept. is responsible for sending a monthly menu one month in advance to the Nutrition Coordinator for ECS. The Nutrition Coordinator will then pre-select menu items for all of the Headstart sites and forward menu selections back to the District Food Service Dept. The District Food Service Dept. will notify the Cafeteria Managers for the ECS sites of the menu selections and those Managers will be responsible for providing those meals on day of service.

5. This Agreement covers the period of July 1, 2019 through June 30, 2020 and can be terminated by either party with thirty (30) days prior written notice.
6. To the extent permitted by Florida and Federal law, the School Board agrees to indemnify, defend, and hold ECS, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the School Board, its employees, agents, subcontractors, assignees or delegates related to the contract. And, to the extent permitted by Florida and Federal law, ECS agrees to indemnify, defend, and hold the School Board, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of ECS, its employees, agents, subcontractors, assignees or delegates related to the contract. The defined indemnities include but are not limited to, interest, court costs, and attorney's fees incurred by one party as a result of any action brought against it, as well as all attorney's fees, court costs and any other costs incurred by either party in establishing the right to indemnification and collecting a judgment against the other party.
7. On or before the tenth (10th) of each month, the SCHOOL BOARD will deliver an invoice to ECS specifying the number of meals delivered to ECS for the prior calendar month. ECS agrees to deliver payment in full to SCHOOL BOARD within thirty (30) days of receipt of invoice.
8. This agreement represents the parties' entire understanding and agreement with respect to the subject matter hereof, and supersedes any and all other communications and negotiations by and between the parties.
9. The terms and provisions of this agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties, their respective legal representatives, heirs, estates, successors and permitted assigns.
10. All notices, requests, consents and other communication required or permitted under this agreement shall be in writing and hand delivered by messenger or courier service; faxed; emailed; or mailed by Registered or Certified Mail (postage prepaid), Return Receipt Requested, addressed to:

**Attn: Linda Perry
Director of Food Service
Gilchrist County School District
310 NW 11th Avenue
Trenton, Florida 32693
Phone: (352) 463-3286**

**Attn: Connie Stophel, CEO
Episcopal Children's Service
8443 Baymeadows Road, Suite 1
Jacksonville, FL 32256
Phone: (904) 726-1500
Fax No: (904) 726-1520**

or to such other addressee(s) as any parties may mutually designate by notice complying with the terms of this agreement. Each such notice shall be deemed delivered:

- (a) On the date delivered, if by personal delivery,
 - (b) On the date faxed or emailed, if by facsimile or email, and
 - (c) On the date upon which the Return Receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered, if mailed.
-
- 11. Provisions contained in this agreement which may be determined contrary to, prohibited by or invalid under law shall be deemed omitted from this agreement and shall not invalidate the remaining provisions.
 - 12. A failure to assert any rights or remedies available to a party under this agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise, shall not be deemed to be a waiver of any other right or remedy available to either party under this agreement.
 - 13. This Agreement shall not be assigned by either party without the prior written consent of the other party, such consent not to be unreasonably withheld.
 - 14. ECS specifically acknowledges its obligation to comply with State of Florida's public records laws that require ECS to maintain public records that SCHOOL BOARD would ordinarily and necessarily require in order to perform the contracted service; provide public access to such records on the same terms and conditions that SCHOOL BOARD would provide such public records, at a cost that does not exceed that provided by law; ensure that exempt and/or confidential public records are not disclosed; comply with all requirements for retaining public records; transfer, at no cost, to SCHOOL BOARD all public

records in ECS's possession upon termination of the contract; and destroy any duplicate public records which are exempt from public records disclosure requirements. Section 119.0701, Fla. Stats. (2014).

15. Either party may terminate this Agreement immediately upon default or breach by the other party, if said party remains in default or breach after receiving written notice and fails to cure such default or breach within thirty (30) days of said notice. Either party may terminate this Contract at any time by providing the other party with written notice in which case this contract will terminate 90 days after the delivery of such notice. The performance and obligations of ECS under this Contract shall be contingent upon its timely receipt of the full amount of Head Start grant funds sufficient for it to operate the premises for ECS' intended purpose. If ECS does not receive Head Start grant funds sufficient for ECS to operate the program, this Contract may be terminated by ECS by written notice to Gilchrist County School Board at any time. ECS shall notify the Gilchrist County School Board in writing as early as possible before such termination. No penalty shall accrue to ECS in the event this provision is exercised. Nor shall ECS be obligated or liable for any future payments due as a result of termination under this section.

EPISCOPAL CHILDREN'S SERVICE

By: Connie Stophel
Connie Stophel

Date: 5/7/19

GILCHRIST COUNTY SCHOOL BOARD,
FLORIDA

By: _____
_____, Chairperson

Date: _____

**ATHLETIC TRAINING AND SERVICE AGREEMENT
BETWEEN
THE SCHOOL BOARD OF GILCHRIST COUNTY, FLORIDA
AND
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES**

THIS AGREEMENT ("Agreement") is entered into and made effective the 1ST day of August, 2019, by and between **THE SCHOOL BOARD OF GILCHRIST COUNTY, FLORIDA** located at 310 NW 11th Ave, Trenton, FL 32693 ("Board") and **THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES** ("University"), for the benefit of the **DEPARTMENT OF ORTHOPAEDICS AND REHABILITATION, COLLEGE OF MEDICINE** ("College of Medicine"), **UNIVERSITY OF FLORIDA**.

WITNESSETH:

WHEREAS, in support of its educational programs and its service mission, College of Medicine enters into agreements pursuant to which it provides athletic trainer services, through its University-employed professionals;

WHEREAS, in the partial fulfillment of advanced study requirements, students in the Athletic Training Curriculum, the University of Florida College of Health and Human Performance, Department of Applied Physiology and Kinesiology ("HHP"), are encouraged to serve at least one semester in secondary school systems;

WHEREAS, the College of Medicine will work with HHP to identify and include its students that are enrolled in the Athletic Training Curriculum program and are available and willing to provide athletic training services under the auspices and supervision of the College of Medicine as University employees. College of Medicine and HHP shall collectively be referred to herein as "Provider";

WHEREAS, the Board has the need for Board Certified Athletic Trainers ("AT"(s)) for two high schools in the Gilchrist County School District (Bell High School and Trenton High School) for twenty-five (25) hours per week at each high school for the 2019-2020 school year ("AT Services").

WHEREAS, the educational programs of University will be enhanced because of opportunities for faculty, residents, fellows, and students to participate in educational, clinical, and administrative responsibilities through the cooperative efforts of Board and University; and

WHEREAS, Under Article IX, § 7 (a) of the Florida Constitution, University's purpose or "mission" is to achieve excellence through: 1) teaching students, 2) advancing research, and 3) providing public service for the benefit of the state's citizens, and the provision of University's services within the scope of the arrangement described hereunder operates to further these important goals by providing a public service to the Board by providing access to board certified Athletic Trainers for students enrolled in Board.

NOW THEREFORE, the parties agree:

1. The Provider will provide 25 hours of AT Services per week at each high school for Board. The overall goal of the AT is to help plan, organize, coordinate, and supervise the sports medicine program for all sports within the athletic program.
2. The ATs' first responsibility, shared with parents, Supervising Physician (defined infra), and coach, is the welfare, safety, and physical condition of all athletes. The AT will:
 - a. Participate in the evaluation and treatment of minor injuries.
 - b. Participate in the application of first aid and other medical assistance as is reasonable and possible under the circumstances pending the arrival of ambulance services in the case of major injuries.
 - c. Offer preventative taping of athletes, as needed.
 - d. Provide recommendation for exercise or other physical measures for minor injuries under the directions, supervision and review of a physician.
 - e. Provide the appropriate procedures for the prevention, assessment, treatment and rehabilitation of athletic injuries within their scope of practice and under protocols established by the AT's supervising physician ("Supervising Physician"), a licensed Doctor of Medicine or Osteopathic Medicine and in accordance with Florida Licensure Statute 468.713, and Rule 64B33-4.001.
 - f. Maintain records on all athletes and submit a summary report at the end of the year, and comply with applicable state and federal laws and regulations governing such records and as well as Board policy governing student records and reports. With respect to the use and maintenance of student information the parties to comply with the requirements of 34 C.F.R. 99.33(a) governing the use and redisclosure of student information, and will not make available or distribute any student information in violation of the Federal Family Educational Rights and Privacy Act ("The Buckley Amendment" or "FERPA"), 20 USC 1232 g.
 - g. Monitor records to assure all athletes are in compliance with the school's insurance coverage and program.
 - h. Maintain current inventory records of athletic training room supplies and equipment.
 - i. Accompany competitive teams to selected school-scheduled events. The ATs are expected to travel to and work at away games designated by Board's athletic director ("Athletic Director"), including any state and national tournaments. Approved travel by the AT will be paid by the Board to

Provider.

- j. When scheduling conflicts arise, the higher risk sport or contact sports will be given priority. In no event will the AT transport students in any motor vehicle.
- k. Carry out assigned duties related to all sports.
- l. Conduct clinics for the coaching staff on the management and treatment of athletic injuries, as mutually agreed upon with the Athletic Director.
- m. Conduct himself/herself at all times in a manner that will set a good example for young men and women to follow, on and off the field.

The Board shall allow the ATs, under the direction of the University College of Medicine's Supervising Physician, to participate in the preceding activities and shall permit the ATs to use its facilities and amenities as necessary to complete these activities and responsibilities. The Provider shall provide the ATs a copy of the current Policy and Procedure Manual for Athletic Trainers. It is anticipated University's College of Medicine will be the primary provider of AT Services pursuant to this Agreement. If University does not have an AT available through its College of Medicine for providing the AT Services described herein, then University may request or coordinate coverage for AT Services through HHP and ATs shall be University employees.

3. The Provider has reviewed and is familiar with the confidentiality requirements imposed by the State and Federal law and School Board policy on student records and agrees to notify its AT employee(s) of these confidentiality requirements and to strictly enforce the athletic trainer's compliance with these requirements. Notwithstanding the foregoing, Board or University shall have the right to terminate this Agreement at any time for refusal by the other party to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by University or Board in conjunction with this Agreement, unless otherwise provided by law.

4. As may be applicable, on a weekly basis Board's Athletic Director or his/her designees shall coordinate with the Provider a schedule for the services to be rendered, such schedule to be mutually acceptable to the Provider and to the Athletic Director. The hourly requirement to perform these services is expected to total 25 hours per week from August 1, 2019 to May 31, 2020.

5. University shall withhold, or arrange for the withholding of, income tax and social security tax for its employee ATs and will maintain, or arrange for the provision of worker's compensation insurance for its ATs. University understands that its ATs will not participate in any employee benefit provided by the Board. Board shall have no responsibility for the payment of benefits to the ATs, or for the withholding and payment of any sum for income tax, unemployment insurance, Social Security or any other withholding pursuant to any law or requirement of any governmental body.

6. Nothing in this Agreement shall constitute or be construed to be or to create a joint venture or partnership between University and the Board. Nothing herein shall be construed as giving the Board the right to control the professional judgment of the University or its employees and agents, and the Provider shall at all times act as an independent contractor. The University has agreed to make personnel who are qualified as described herein available to the Board to provide the services previously described. University covenants and agrees that it will, in consultation with the College of Medicine's Supervising Physician, instruct and supervise its ATs to (i) use diligent efforts and professional skills and judgment, (ii) provide services in accordance with and in a manner consistent with customary and recognized standards of the profession, (iii) conduct himself or herself in manner consistent with the policies and rules and regulations of Board, and, in the event that any AT assigned hereunder fails to meet these requirements, the Provider will terminate that AT's services to the Board immediately.

7. The Board acknowledges and agrees that it shall not exercise control or direction over the means, methods, or manner by which the Provider assigned ATs exercise professional judgment in the provision of professional services as set forth herein. The ATs shall at all times be under the direction, supervision, and control of University College of Medicine-employed Supervising Physician. The ATs shall at all times be acting in accordance with the terms of the statutorily prescribed protocol, in accordance with and under the supervision and control of the designated Supervising Physician. The University shall be solely responsible for the activities of University assigned ATs pursuant to this Agreement. University's College of Medicine shall be solely responsible for ensuring the proper execution and completion of University's duties, as performed through the assigned AT. If a specific plan of care for an athlete is prescribed by a community physician and such care plan is consistent with the statutorily prescribed protocol then, in the sole discretion of the designated Supervising Physician, the Supervising Physician may instruct the AT assigned to the athlete's school to provide services consistent with the community physician prescribed care plan for such athlete. At all times, however, the assigned AT shall continue to be under the supervision, direction, and control of the designated Supervising Physician.

8. To the extent that the State of Florida, on behalf of the Board of Governors and University, has partially waived its immunity to tort claims and is vicariously responsible for the negligent acts and omissions of its employees and agents as prescribed by Section 768.28, Florida Statutes, University's College of Medicine is protected for a claim or judgment by any one person in a sum not exceeding Two Hundred Thousand Dollars (\$200,000.00) and for total claims or judgments arising out of the same incident or occurrence in a total amount not exceeding Three Hundred Thousand Dollars (\$300,000.00), such protection being provided by the University of Florida J. Hillis Miller Health Center Self-Insurance Program, a self-insurance program created pursuant to the authority of Section 1004.24, Florida Statutes. Personnel and agents of University are not individually subject to actions arising from their state functions. Any damages allocated against the University as prescribed by Section 766.112, Florida Statutes, are not subject to reallocation under the doctrine of joint-and-several liability to codefendants of the University in professional liability actions. The sole remedy available to a claimant to collect damages allocated to University is as prescribed by Section 768.28, Florida Statutes. All liability protection described in this Section is on an "occurrence" basis. The University of Florida J.

Hillis Miller Health Center Self-Insurance Program provides ongoing protection with no expiration.

9. This is an agreement for professional and specialized services and shall not be assigned by the Provider or by the Board in any manner or by operation of law.

10. All title to supplies, student records, and student information shall remain the sole property of the Board.

11. Either party may terminate this Agreement as to one or more of the ATs:

- a. After giving thirty (30) days prior written notice to the other party of its intention to terminate without cause.
- b. Upon ten (10) days written notice to the other party in the event that the other party fails after fifteen (15) days written notice of default or failure to comply to provide the professional services required to be provided under this Agreement or fails to comply with any other provision of this Agreement.
- c. In the event that this Agreement is terminated prior to the completion of the 2019 -2020 school sport schedule, the Board will pay a prorata portion of the annual fee based on the sum of \$24,266.32 per AT.

12. The Provider certifies that all ATs who participate in this program will have the following minimum qualifications:

- a. Have a Baccalaureate degree.
- b. Be Board of Certification (BOC) certified and maintain Florida license.
- c. Be enrolled at the University of Florida (typically a graduate student in the graduate athletic training program of HHP), or be employed by the College of Medicine.
- d. If enrolled as a student at the University of Florida, demonstrate academic achievement and be in good standing with the University.
- e. The ATs have liability insurance as verified by the Provider's letter. All ATs providing services under this Agreement, whether University employed, or a University student, shall provide such services under the supervision and control of a University College of Medicine-employed faculty physician, and as such are protected against tort claims by University's self-insurance program for its College of Medicine. See the Certificate of Liability Protection (Attachment I) for a description of the protection afforded The University of Florida Board of Trustees and its employees and agents.

The AT will be instructed by the Board to report on administrative matters to the Athletic Director, or Coach. The AT will be instructed by the Board to report on medical matters to the Supervising physician.

13. In accordance with section 1012.465, Florida Statutes, Provider will ensure that all ATs will be fingerprinted at a location designated by the Board and undergo level 2 screening as provided in section 1012.32, Florida Statutes. Associated costs shall be borne by the Provider. No AT who has been convicted of a crime involving moral turpitude, as determined by the Board, shall be allowed to have direct access to students under this Agreement. Provider's breach of this provision shall constitute a material breach of this Agreement.

14. The Provider agrees to coordinate the AT rotations and to provide the services herein described for the sum of \$24,266.32 per AT. This totals \$48,532.64 for two (2) ATs for the 2019-2020 academic year ("Annual Fee"). Funding will be used to cover in full, or a portion of, the AT's stipend, tuition, and services for providing athletic training services for the Provider.

If for reasons outside the control of the Provider and the Board, any AT becomes incapacitated or unavailable, the Provider agrees to reimburse the Board on a prorata time basis.

The Board will pay the Annual Fee in ten (10) equal monthly installments of \$4,853.26 each beginning September 1, 2019 on or before the first day of the month. Board will submit payment by the first (1st) day of each month, without issuance of invoices, for services provided during the preceding month.

Checks will be made payable to:

Florida Clinical Practice Association, Inc.
Department of Orthopaedics and Rehabilitation
PO Box 112727
Gainesville, FL 32611-2727
Trenton, FL 32293

15. The administrative staff of the Board will conduct an evaluation of the AT program based on the performance of the responsibilities as outlined above. Results of the evaluation will be available by the end of the fiscal year.

16. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.

17. The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only in writing by making specific reference to this Agreement signed by both parties.

18. All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing (including faxed communications) and shall be (as

elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed to:

Board: Gilchrist County School Board
Attn: Robert G. Rankin
310 NW 11th Avenue
Trenton, FL 32293

University: Mark T. Scarborough, M.D., Chair
UF Health Orthopaedics and Rehabilitation
c/o Andy Duncan,
P.O. BOX 112727,
Gainesville, Florida, 32611.

or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

- a. On the date delivered if by personal delivery,
- b. On the date faxed if by fax, or
- c. On the date upon which the Return Receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered, as the case may be, if mailed.

19. Provisions contained in this Agreement, which are contrary to, prohibited by, or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.

20. Either party may terminate this Agreement at any time for refusal by the other party to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement, but subject to any federal or state law, rule, or regulation which may prohibit public access.

21. This Agreement and any disputes herein under shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. Provider and Board hereby agree that venue will be in Alachua County, Florida.

22. Neither party will discriminate against any individual on the basis of race, ethnicity, creed, color, religion, age, disability, sex, marital status, national origin, genetic information, political opinions or affiliations, and veteran status.

ACCEPTED AND APPROVED:

THE SCHOOL BOARD OF

ACCEPTED AND APPROVED:

THE UNIVERSITY OF FLORIDA BOARD OF

GILCHRIST COUNTY, FLORIDA

TRUSTEES

Authorized Official

Authorized Official

By: _____

D. Deen Lancaster

Title:

By: _____

Joseph A. Tyndall, M.D., MPH, FACEP,
FAAEM

Interim Dean, College of Medicine
University of Florida

Date: _____

Date: _____



Linda Perry
Food Service Director

310 N. W. 11th Avenue
Trenton, Florida 32693
tuckerd@mygcsd.org

Phone: (352) 463-3286
FAX: (352) 463-3276

May 9, 2019

Robert G. Rankin, Superintendent
310 N. W. 11th Avenue
Trenton, FL 32693

Dear Mr. Rankin:

I am requesting a recommendation for approval to purchase Fresh Delivered Produce for the 2019-2020 School Year as a participating member in the North Florida Buying Group.

Gordon Food Service agrees to allow the North Florida Buying Group (of which Gilchrist County Public Schools is a member) to piggy-back on the Alachua County Fresh Delivered Produce Bid. (SBACIFB #19-39). The Contract term is March 20, 2019 to June 30, 2020. Thereafter, the contract may be renewed for two additional one-year periods under the same terms and conditions.

Your consideration for this request is appreciated.

Sincerely,

Linda Perry
Director of Food Service



TO: All North Florida Buying Group (NFBG) Members
FROM: Matthew Hobkirk, Non-Commercial Sales Manager
Gordon Food Service, Central Florida Northeast
DATE: May 6, 2019
RE: Alachua County SBAC IFB No. 19-39 Fresh Delivered Produce

Dear Valued Customers:

Gordon Food Service agrees to allow the North Florida Buying Group (NFBG) Members to piggy-back on the Alachua County SBAC IFB No. 19-39 Fresh Delivered Produce. Distribution will be at a fee of \$1.85 per case (or a prorated fee for partial case deliveries). All terms and conditions of the RFP apply.

Active Members for the 2019 - 2020 school year are as follows:

1. Alachua County Public Schools
2. Bradford County Public Schools
3. Clay County Public Schools
4. Columbia County Public Schools
5. Dixie County Public Schools
6. Florida School for the Deaf & Blind
7. Gilchrist County Public Schools
8. Hamilton County Public Schools
9. Lafayette County Public Schools
10. Madison County Public Schools
11. Putnam County Public Schools
12. Taylor County Public Schools
13. Union County Public Schools

Matthew Hobkirk, Non-Commercial Sales Manager
Gordon Food Service, Central Florida Northeast

May 6, 2019

Date



Linda Perry
Director of Food Service

310 N. W. 11th Avenue
Trenton, Florida 32693

Phone: (352) 463-3286
FAX: (352) 463-3276

May 22, 2019

Robert G. Rankin, Superintendent
310 NW 11th Avenue
Trenton, Florida 32693

Dear Mr. Rankin:

I am requesting a recommendation for approval to purchase milk and milk products for the 2019-2020 school year from Madison County School Milk Bid. This bid was renewed at the May 20, 2019, Madison County School Board Minutes (which are attached). Also attached is a letter from Bassett Dairy allowing Gilchrist County School District to piggyback off of the Madison County School Milk Bid for the 2019 2020 school year.

Your consideration for this request is appreciated.

Sincerely,

Linda Perry
Director of Food Service

BASSETT DAIRY PRODUCTS, INC.

680 INDUSTRIAL PARK DRIVE
P.O. BOX 540
PERRY FL, 32348

April 19, 2019

Ms. Linda Perry
Gilchrist County School District
310 N.W. 11th Ave.
Trenton, FL 32693

Dear Ms. Perry:

Please accept this letter as our agreement to sell dairy products to Gilchrist County School Board based off the 2017-18 Madison County School Milk Bid. This piggyback agreement is permissible under the State Board of Education Rules.

We sincerely appreciate the business and look forward to continuing to work with you in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Bassett".

Jim Bassett
Owner
Bassett Dairy Products, Inc.

MINUTES
SCHOOL BOARD OF
MADISON COUNTY, FLORIDA
May 20, 2019
4:00 PM

The Board met in a regular meeting on the above date with the following members present: Susie Williamson-District 1, Carol Gibson-District 2 - Chair, Surretta Bell-District 3, Reginald Daniels-District 4 – Vice-Chair, Bart Alford – District 5, Shirley Joseph, Superintendent and G.T. Reeves, School Board Attorney. The Chair called the meeting to order.

A Teacher of the Year ring was presented to Derita Pinkard, Teacher of the Year for the 2020 school year. The ring was donated by the Herff Jones company.

Determining there to be good cause, the chair made the following amendments to the agenda:

- Add Item 4.6 – Joint Use Agreements with Madison Police Department
- Add item 5.4 – Correction to Instructional Salary Schedule
- Add Item 5.18 – School Board Meeting Schedule

No one spoke during the time set aside for public comment.

Mr. Alford requested that Item 4.8 – Staff Trips be pulled from the consent agenda for individual consideration.

Upon a motion made by Mr. Alford, seconded by Ms. Williamson, the following consent items were unanimously approved:

- Minutes of the April 1, 2019 special session/workshop, minutes of the April 8, 2019 workshop, minutes of the April 15, 2019 regular meeting;
- IDEA Part B, Pre-K Grant;
- Tentative Truth in Millage (TRIM) calendar;
- Clinical educator training plan;
- Milk bid renewal with Basset's Dairy for the 2019-2020 school year;
- Joint Use Agreements with Madison Police Department;
- Revisions to the 2019-2020 calendar.

Following discussion, the following staff trips were unanimously approved upon a motion made by Mr. Alford, seconded by Ms. Williamson:

- School Safety Training – Orlando – July 30-August 2, 2019
- School Safety Training – Tallahassee – June 18-20, 2019
- MCHS Energy & Power Training – Huntington W. Virginia – June 16-29, 2019
- Adult Ed Summer Symposium – Jupiter, FL – June 8-11, 2019
- Florida Association of Career and Technical Education Trade Show – Orlando – July 15-17, 2019

Motion was made by Ms. Bell, seconded by Mr. Daniels, to approve the staff trip to the FSBA/FADSS Joint Conference in Tampa. Motion failed with a 2-3 vote, with Mr. Alford, Ms. Williamson and Ms. Gibson casting the dissenting votes.

Following discussion, motion was made by Ms. Williamson, seconded by Mr. Alford, to approve the FSBA/FADSS trip pending grant funding. Motion carried with a unanimous vote.

There were no student field trips.

Motion was made by Mr. Alford, seconded by Mr. Daniels, to approve the contract with Talk Radio 107 for broadcasting the MCHS football games. Motion carried 5-0.

Motion was made by Ms. Williamson, seconded by Mr. Daniels, to advertise the 2019-20 Code of Student Conduct. Motion passed with a unanimous vote.

Following discussion, motion was made by Mr. Alford, seconded by Ms. Williamson, to approve the correction to the Instructional Salary Schedule. Motion carried 5-0.

Motion was made by Ms. Williamson, seconded by Mr. Daniels, to approve the Letter of Engagement with Buescher & Copeland for performing audits of internal accounts with the following amendment: Add the statement "Not to exceed \$13,150". Motion carried 5-0.

Motion was made by Ms. Bell, seconded by Ms. Williamson, to approve the 2019-2020 dress code. Motion passed with a unanimous vote.

The contract for Hamilton County's participation in the North Florida Career Pathways Consortium was unanimously approved upon a motion made by Mr. Alford, seconded by Ms. Bell.

Upon a motion made by Mr. Daniels, seconded by Ms. Bell, the North Florida Community College Career Pathways Articulation Agreement was approved with a 5-0 vote.

Motion was made by Mr. Alford, seconded by Ms. Bell, to approve the Tallahassee Community College Career Pathways Articulation agreement. Motion carried 5-0.

Following discussion, the Staffing Allocation Plan with changes as follows was approved by a 3-2 vote with Ms. Bell and Mr. Daniels casting the dissenting votes:

- MCHS retains 1 Assistant Principal for Curriculum and 1 Assistant Principal for Discipline;
- Delete the Curriculum Coordinator and Dean positions at MCHS;
- Change MCHS Receptionist/Clerk position to 10 months (through negotiation or resignation/retirement of the current employee).

Discussion was held regarding the ESE staffing specialist positions. Motion was made by Ms. Williamson, seconded by Mr. Alford, to cut the staffing specialist positions to 3 positions. Motion carried with a 3-2 vote, with Mr. Daniels and Ms. Bell casting the dissenting votes.

Discussion was held regarding the Rite of Passage contract. Board members requested that further information be brought to the next meeting regarding the Madison County Excel Alternative School.

Item 5.12 – Staffing Table - was pulled from the agenda.

Personnel changes were presented by Mr. Reeves. Ms. Bell stated that she must recuse herself from voting on the recommendation of her husband, Mr. Morris Bell. Form 8B, Memorandum of Voting Conflict, is on file. The following personnel changes were unanimously approved upon a motion by Ms. Williamson, seconded by Ms. Bell:

INSTRUCTIONAL RECOMMENDATIONS

Site	Name	Effective Dates	Position	Tentative Base Salary
MCCS	Jasmine Daniels	2019-2020	Math Teacher	\$33,857.00
MCCS	Kyle Castleman	1/4/19-5/30/19	Guidance Counselor	\$33,857.00

EMPLOYEES REQUESTING LEAVE

Site	Name	Effective Dates	Position
MCCS	Evelyn Thomas	2/27/19-5/29/19	Paraprofessional

EMPLOYEE RESIGNATIONS/TERMINATION/RETIREMENT

Site	Name	Effective Date	Position	
District	Tresca Alexander	5/8/2019	Secretary	Resignation
District	Sheryl Alderman	6/30/2019-Extended	Benefits	Retirement
MCHS	Patricia Schmidt	5/30/2019	Paraprofessional	Retirement

Motion was made by Ms. Williamson, seconded by Mr. Alford, to approve the recommendation of Morris Bell for the 2019-2020 school year. Vote was 4-0, with Ms. Bell recusing herself from the vote. Discussion was held regarding the hiring freeze currently in place in the district.

Financial reports for the month ended April 30, 2019 were presented by Andy Barnes. Discussion was held on the current process for purchase order approval. Motion was made by Mr. Alford, seconded by Mr. Daniels, to approve the financial reports. Motion carried with a unanimous vote.

Robin Hill updated the board members on the district's professional development and virtual instruction program.

Ms. Joseph requested that the board begin holding two voting meetings per month rather than one workshop and one voting meeting. Motion was made by Ms. Williamson, seconded by Mr. Alford, to begin holding two voting meetings per month. Motion carried with a unanimous vote. This will begin with the June 3, 2019 meeting.

There was no public comment regarding non-agenda items.

Ms. Joseph reminded the board that the Madison County High School graduation will be held in the gym on May 24, 2019 at 7:00 p.m.

Ms. Joseph noted that a discussion will need to be held regarding the school guardian program and arming teachers, which will need to be a decision made by the board.

Board members congratulated the 2019 graduates and thanked the teachers for their work this year.

There being no further business, the meeting adjourned at 6:13 p.m.

ATTEST:

Secretary

Chair

850 973-5029

District School Board of Madison County

210 N.E. Duval Avenue, Madison, Florida 32340

INVITATION TO BID

May 4, 2017

Contact Person: Iris Wynn *IW*

973-1539

973-5017 Fax

Cord

The Madison County School Board solicits your company to bid on milk and juice products for the Madison County Food and Nutrition Services Department subject to terms and conditions outlined below:

Directions for submitting bids are as follows:

1. Sealed bids marked "Milk Bid" will be received in the office of the Superintendent of Schools, Madison County School Board, 210 N.E. Duval Ave., Madison, FL 32340 until 2:00 p.m., on May 19, 2017.
2. The bid will be awarded during the regularly scheduled school board meeting June 6, 2017.
3. The School Board reserved the right to reject any and all bids, waive all technicalities, and award bids on either an "all or none" basis or "item by item" basis to the lowest and best bidder. The Board further reserves the right to terminate the contract at any time for due cause which, shall include such reasons as unsatisfactory service or products. Such cancellation shall be within thirty (30) days following writer notice.
4. Applicable Federal Excise Taxes shall not be included, tax exemption will be furnished in lieu of taxes as the products purchased under terms of the bid are to be used exclusively for public purpose.
' bids shall be submitted on the Bid Response form provided. If no response is received from you, your company may be taken from our bid list.

PHONE 973-1539 FAX 973-5017 MAILING ADDRESS: DISTRICT SCHOOL BOARD OF MADISON COUNTY, 210 N.E. DUVAL AVENUE, MADISON, FL 32340

Kerrea Fields Superintendent, Evele Williamson District 1, Carol Glasgow District 2, Verna L. Hagan District 3, Reginald Daniels District 4, Earl Alfred District 5

An Equal Opportunity Employer 325-00

District School Board of Madison County

200 N. Duval Avenue, Madison, Florida 32340

6. All bidders are required to complete the certification regarding Debarment Suspension Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction as required by the U.S.D.A. Certificate must be included with Milk Bid.
7. All bidders are required to include completed Public Entity Crimes Disclosure statement with Milk Bid as required by Florida Statutes.
8. Prices quoted may include an escalation clause for the increase/decrease of prices based upon the cost of raw milk. The food service office must be notified ten days prior to a price change with documentation reflecting that the milk company has incurred an increase/decrease in the price of raw milk. All prices quoted shall include transportation and delivery charges fully paid by the contractor delivered to cafeteria storage units. Milk shall be delivered at or below 40 degrees, but not frozen. Milk shall be stacked neatly in refrigerated boxes. It shall be the responsibility of the successful bidder to remove all empty cases in which milk is delivered according to the delivery schedule. Milk which is left at the school before Thanksgiving, Christmas and Spring Holidays, and the last day of school for the year, shall be picked up by the successful bidder and a credit slip issued to the school showing the number of half pints and the amount credited to the school account.
9. Upon the mutual consent of both parties, any contract awarded as a result of this bid may be renewed at the end of each fiscal year for the following three (3) years. This contract will begin on August 1, 2017.

PHONE 904.359.7350 FAX 904.359.7357 ADDRESS 200 N. DUVAL AVE. MADISON, FL 32340

Karla Pichler Superintendent -Satie Williamson District 1-Carol Gibson District 2-Vivita L. Kagan District 3-Reginald Daniels District 4-Bert Alford District 5

An Equal Opportunity Employer 32240

MADISON COUNTY SCHOOL BOARD

BID RESPONSE FORM

MILK PRODUCTS AND FRUIT JUICE

Distributor's Name: Bassett Dairy Products, Inc.

Location of processing plant which would supply these schools: Orlando, FL

-
1. Milk, 0% Fat Free (1/2 pints)
F.M.O. Cost per 1/2 pint of milk .1201 (variable)
Other Costs to Contractor .0886 (fixed)
Total Cost per 1/2 pint to School Board .2087

 2. Milk, 1% Low Fat (1/2 pints)
F.M.O. Cost per 1/2 pint of milk .1201 (variable)
Other Costs to Contractor .0971 (fixed)
Total Cost per 1/2 pint to School Board .2172

 3. Milk, chocolate flavored 0% Fat Free (1/2 pints)
(must meet FL Dept. of Ag. requirements)
F.M.O. Cost per 1/2 pint of milk .1201 (variable)
Other Costs to Contractor .1087 (fixed)
Total Cost per 1/2 pint to School Board .2289

 4. Milk, strawberry Flavored 0% Low Fat (1/2 pints)
(must meet FL Dept. of Ag. requirements)
F.M.O. Cost per 1/2 pint of milk .1201 (variable)
Other Costs to Contractor .1129 (fixed)
Total Cost per 1/2 pint to School Board .2330

 5. Low Fat Buttermilk
F.M.O. Cost per 1/2 gallon of milk .9604 (variable)
Other Costs to Contractor 1.5396 (fixed)
Total Cost per 1/2 gallon to School Board 2.50

6. Low Fat Cottage Cheese (5# container)
- | | |
|---|-----------------------|
| F.M.O. Cost per 5# container | <u>N/A</u> (variable) |
| Other Costs to Contractor | <u>N/A</u> (fixed) |
| Total Cost per 5# container to School Board | <u>9.50</u> |
7. Low Fat Yogurt (5# container)
- | | |
|-----------------------------------|-----------------------|
| F.M.O. Cost per 5# container | <u>N/A</u> (variable) |
| Other Costs to Contractor | <u>N/A</u> (fixed) |
| Total Cost per 5# to School Board | <u>7.50</u> |
8. Reduced Fat Sour Cream (5# container)
- | | |
|-----------------------------------|-----------------------|
| F.M.O. Cost per 5# container | <u>N/A</u> (variable) |
| Other Costs to Contractor | <u>N/A</u> (fixed) |
| Total Cost per 5# to School Board | <u>9.90</u> |
9. Fruit Juice, full strength chilled (4 oz.)
- | | |
|--|-----------------------|
| F.M.O. Cost per 4 oz. units | <u>N/A</u> (variable) |
| Other Costs to Contractor | <u>N/A</u> (fixed) |
| Total Cost per 4 oz. units to School Board | <u>2.16</u> |

Bidder Bassett Dairy Products, Inc.

Address P.O. Box 540
Perry, FL 32348

By Jim Bassett J. Bassett

Title President

Date 5/18/17



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

**CERTIFICATION REGARDING LOBBYING;
DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS
FOR EXPENDITURE OF FEDERAL FUNDS**

LOBBYING

As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over \$100,000 involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Jim Bassett - President
PRINTED NAME/TITLE OF REPRESENTATIVE

Milk Bid Madison Co. 2017-18
CONTRACT / PURCHASE ORDER NUMBER

J. Bassett 5/18/17
SIGNATURE OF REPRESENTATIVE / DATE

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 7 CFR Part 3017, for persons entering into a contract, grant or cooperative agreement over \$25,000 involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Jim Bassett - President
PRINTED NAME/TITLE OF REPRESENTATIVE

Milk Bid Madison Co. 2017-18
CONTRACT / PURCHASE ORDER NUMBER

J. Bassett 5/18/17
SIGNATURE OF REPRESENTATIVE / DATE

20 CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

20.1 Appendix II To 2 CFR Part 200: The following provisions are required and apply when federal funds are expended by MCSB for any contract resulting from this procurement process. Responding to this solicitation is deemed as a Bidder's acceptance to the following:

20.1.1 Administrative, Contractual, or Legal Remedies: Contracts for more than the simplified acquisition threshold (currently set at \$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

When federal funds are expended by MCSB, MCSB reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

20.1.2 Termination for Cause and for Convenience: Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).

When federal funds are expended by MCSB, MCSB reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. MCSB also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if MCSB believes, in its sole discretion that it is in the best interest of MCSB to do so. MCSB will compensate the vendor for work performed and accepted and goods accepted by MCSB, as of the termination date if the contract is terminated for convenience of MCSB. Any award under this procurement process is not exclusive and MCSB reserves the right to purchase goods and services from other vendors when it is in the best interest of MCSB.

20.1.3 Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

20.1.4 Davis-Bacon Act: The Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

20.1.5 Contract Work Hours and Safety Standards Act: Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

20.1.7 Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387): Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

20.1.8 Energy Conservation: Vendor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto.

20.1.9 Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (sec 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

20.1.10 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

When federal funds are expended by MCSB, the vendor certifies that during the term and after the awarded term of an award for all contracts by MCSB resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

20.1.11 Section 6002 of The Solid Waste Disposal Act: The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

20.1.12 Record Retention Requirements for Contracts Paid For With Federal Funds 2 CFR §200.333: When federal funds are expended by MCSB for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Bassett Dairy Products, Inc.
Organization Name

Jim Bassett - President
Name(s) and Title(s) of Authorized Representative(s)

J - Bassett
Signature(s)

5/18/17
Date